

AFFILIATE AGREEMENT

THIS AGREEMENT IS MADE BETWEEN:

NORTH RESULTS INC., a corporation incorporated pursuant to the laws of the Province of Ontario,

(hereinafter referred to as the “**Corporation**”)

-and-

YOU, the potential affiliate of the Corporation,

(hereinafter referred to as the “**Affiliate**”)

WHEREAS the Corporation is an online course creator and is considering engaging the Affiliate to perform certain services for the Corporation (the “**Services**”);

AND WHEREAS the Corporation has established a program for affiliates to promote its products and services in consideration for commission-based payment (the “**Affiliate Program**”).

AND WHEREAS this Affiliate Agreement (the “**Agreement**”) sets forth the terms and conditions pursuant to which the Corporation may engage the Affiliate under its Affiliate Program to provide and perform the Services, including without limitation the promotion of the Corporation’s “**TRIBE**” online course and the Corporation’s other current and future offerings;

NOW THEREFORE the Corporation and Affiliate (each a “**Party**” and collectively, the “**Parties**”) hereby agree, for good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged), that the terms and conditions of the Agreement are as follows:

ARTICLE 1 – AFFILIATE PROGRAM AND SERVICES

1.1 **Affiliate Program Application and Acceptance.** To participate in the Affiliate Program, the Affiliate shall complete and submit the Affiliate Program Application (the “**Application**”) to the Corporation via the online form accessible at: <https://northresults.typeform.com/to/DisJpg>.

The Corporation will evaluate the Affiliate’s Application and will notify the Affiliate by email upon the Affiliate’s acceptance or rejection into the Affiliate Program. It is acknowledged and agreed by the Parties that the Corporation may reject the Affiliate’s Application in its sole discretion, and the Corporation is not obligated to provide the Affiliate with reasons for rejection, if applicable. The Affiliate warrants that all information provided in the Application will be accurate in all respects. Upon acceptance into the Affiliate Program, the Affiliate will be notified by email regarding his or her login credentials with respect to the Corporation’s portal (the “**Portal**”). The Parties

acknowledge and agree that this Agreement is conditional on the Affiliate's acceptance into the Affiliate Program, failing which this Agreement shall be null and void.

- 1.2 **Services.** The Services that are to be provided by the Affiliate are set out in Schedule "A" to this Agreement. Such Services may be amended by the Corporation from time to time in its sole discretion. The Services shall be performed to the satisfaction of, and subject to, the authority and direction of the Corporation. The Affiliate shall faithfully and diligently perform the Affiliate's duties, and agrees not to do anything which would be detrimental or prejudicial to the interests of the Corporation. Unless otherwise specified by the Corporation, the Affiliate shall be responsible for providing all tools and/or equipment as are necessary to perform the Affiliate's obligations under the Agreement. All contacts and leads generated by the Affiliate, including but not necessarily limited to contact lists and potential customer lists that are developed by the Affiliate in carrying out the Services, shall promptly be delivered to the Corporation.

ARTICLE 2 – TERM AND TERMINATION

- 2.1 **Term.** This Agreement shall commence on the date that this Agreement is accepted by the Affiliate at the website specified in Section 1.1 above, and shall continue indefinitely thereafter (the "**Term**"), unless terminated by either Party in accordance with Section 2.2.
- 2.2 **Termination.** Either Party may terminate this Agreement at any time by providing the other Party with written notice thereof. Upon the termination of this Agreement or expiration of the Term, the Affiliate acknowledges and agrees that he or she or it shall immediately cease his or her or its provision of the Services and use of the Corporation's materials and intellectual property. The Affiliate further acknowledges and agrees that he or she or it shall not be entitled to any further payment from the Corporation upon the termination or expiration of the Term of this Agreement, save and except for any payment for Services rendered pursuant to Section 3.1 that have accrued and are outstanding as at the date of termination of the Agreement.
- 2.3 **Non-Disparagement.** Upon the termination of this Agreement for any reason, the Affiliate agrees not to disparage the Corporation, its affiliates or their respective directors, officers, employees, products or services, in a manner that negatively impacts the reputation of Corporation, its affiliates or their respective directors, officers, employees, products or services. The Affiliate agrees that his or her or its failure to abide by this provision shall entitle the Corporation to immediately cease making any outstanding payments due to him or her or it that may be payable pursuant to this Agreement, or to seek damages, without limiting any other rights the Corporation may have at law or in equity. The Affiliate acknowledges that this provision shall survive the expiration of the Term or termination of this Agreement.
- 2.4 **Return of Property.** All documents, materials, data, property and programs (and all copies of any of the foregoing) pertaining to the activities, products or services of the Corporation or its respective affiliates received by the Affiliate, shall be promptly returned to Corporation upon the expiration of the Term or the termination of this Agreement. In addition, all contacts and leads, including but not necessarily limited to contact lists and potential customer lists that are developed by the Affiliate in carrying out the Services, shall be promptly provided to the Corporation upon the expiration of the Term or the termination of this Agreement to the extent that they have not already been delivered to the Corporation pursuant to Section 1.2.

ARTICLE 3 – PAYMENT AND CONSIDERATION

- 3.1 **Commission.** As full and complete compensation and in consideration for the Services rendered hereunder, the Corporation shall pay the Affiliate a fee (the “**Commission**”) for revenue received from any customer (hereinafter the “**Customer**”) that enrolls with the Corporation and confirms the Affiliate as the source of such enrollment. Additionally, if a Customer later purchases an additional offering from the Corporation using the Affiliate’s link, the Affiliate will be entitled to Commission for such sale. Notwithstanding the foregoing, it is acknowledged and agreed by the Affiliate that certain of the Corporation’s offerings are not Commission eligible, including but not limited to course upgrades.

The Commission payable to the Affiliate shall be in the amount of Forty Percent (40%) of the revenue received by the Corporation from the Customer’s purchase. The Affiliate’s Commission entitlement shall be tracked using tracking links and cookies. The Affiliate may access and view his or her or its Commission through the Portal.

- 3.2 **Payment Method.** The Commission earned by the Affiliate shall be payable to the Affiliate by PayPal or wire transfer in accordance with Section 3.3.

- 3.3 **Time of Payment.** The Commission shall be paid to the Affiliate as follows:

- (a) after a Customer enrolls and renders payment to the Corporation, the Customer will receive a fourteen (14) day money back guarantee (the “**Guarantee**”);
- (b) provided the Customer does not exercise the Guarantee prior to the last day of the time period referenced in paragraph (a) (the “**Guarantee Expiration Date**”), the Affiliate will receive the Commission payable with respect to that particular Customer within thirty (30) days of the Guarantee Expiration Date; and
- (c) if the Customer exercises the Guarantee prior to the Guarantee Expiration Date, the Affiliate acknowledges and agrees that he or she shall not receive and is not entitled to Commission for said Customer.

For clarity, the Affiliate acknowledges and agrees that he or she shall not be entitled to any Commission on a sale that is refunded to a Customer upon the Customer’s exercise of the Guarantee prior to the Guarantee Expiration Date.

- 3.4 **Taxation.** The Affiliate will be solely responsible for all deductions and remittances with respect to the Services rendered hereunder, as required by statutory or common law. The Affiliate acknowledges that it is the Affiliate’s sole responsibility to include the entire amount of payments received from the Corporation in the Affiliate’s annual income tax return and to make any instalment payments required by relevant taxation authorities. The Affiliate shall indemnify the Corporation and save and hold it harmless of and from any liability, obligation, responsibility, damage and expense which the Corporation may incur by reason of the Affiliate failing to make proper taxation deductions and remittances.

- 3.5 **Relationship.** The Parties acknowledge and agree that it is their intention that the relationship between them is that of an independent contractor relationship, and nothing in this Agreement shall be construed as creating an employment relationship or joint venture relationship between the Corporation and the Affiliate.

ARTICLE 4 – REPRESENTATIONS, WARRANTIES, COVENANTS AND INDEMNITIES

4.1 **Affiliate’s Representations and Warranties.** The Affiliate represents, warrants, and covenants that:

- (i) he or she has the capability, expertise and means required to perform the Services;
- (ii) the Services will be performed in a professional, workmanlike manner and in accordance with the provisions of this Agreement and all applicable laws;
- (iii) the information provided by the Affiliate in the Application is accurate in all respects;
- (iv) the Affiliate will not make use of the Corporation’s name or intellectual property in any manner other than expressly allowed under the Affiliate Program and/or this Agreement;
- (v) he or she will use a professional standard of care to look after and preserve all of the Corporation’s processes and materials used by him or her in the course of providing the Services; and
- (vi) he or she has the full right and legal authority to enter into and fully perform this Agreement in accordance with its terms.

4.2 **Indemnity.** In addition to the taxation indemnity contemplated in Section 3.4 hereof, the Affiliate will indemnify the Corporation and save and hold it harmless of and from any liability, obligation, responsibility, damage and expense, including reasonable legal fees, which the Corporation may incur by reason of any claim, demand or action which may be asserted or instituted against the Corporation by reason of:

- (i) a breach of this Agreement by the Affiliate, including, but not limited to, a breach of the warranties and representations set out in Section 4.1 herein;
- (ii) any misuse, fraud or deceptive conduct by the Affiliate in connection with the provision of Services and/or Affiliate Program; or
- (ii) the nature of the Affiliate’s engagement pursuant to this Agreement, including, but not limited to, any claim that the Affiliate is an employee of the Corporation or its respective affiliates.

In the event the Corporation is required to make any payment as a result of a claim, demand or action under this Article, the Corporation may deduct such amounts from any Commission remaining due to the Affiliate in respect of the Affiliate’s provision of the Services, in addition to whatever other remedies may be available to the Corporation.

The Parties expressly acknowledge that the provisions of this Article shall survive the Termination or expiration of this Agreement.

4.3 **Survival of Affiliate’s Representations, Warranties and Covenants.** The representations, warranties and covenants given by the Affiliate in this Agreement shall survive indefinitely following the expiration of the Term or the earlier termination of this Agreement.

ARTICLE 5 – EXTENT OF SERVICE

- 5.1 **Other Engagements.** During the Term, the Corporation acknowledges that the Affiliate may provide services for other business activities, provided that any such engagement shall not:
- (i) involve the use of the Corporation’s intellectual property, including but not necessarily limited to, the Corporation’s logos, symbols or trade-marks;
 - (iii) conflict with the Services hereunder; or
 - (iv) endorse products, services, companies or any commercial enterprise of any nature whatsoever, directly or indirectly, which are competitive with the Corporation, without the Corporation’s prior written consent.

In all cases the Affiliate shall devote such time, effort and attention as may be reasonably required to perform the Services under this Agreement in a diligent and effective manner.

- 5.2 **Integral to Agreement.** The Affiliate acknowledges that the restrictions set forth in this Article are an integral part of this Agreement, that the fee to be paid to the Affiliate by the Corporation adequately compensates the Affiliate for any opportunities that the Affiliate may be required to forego by reason of these restrictions, and that the breach of these restrictions will cause damages to the Corporation which will be difficult to precisely estimate. Therefore, the Affiliate agrees that the Corporation shall be entitled to specifically enforce these restrictions, in addition to whatever other remedies may be available to it.
- 5.3 **Corporation’s Policies.** The Affiliate acknowledges that the Corporation may implement policies and procedures in its sole discretion, and the Affiliate undertakes to abide by said policies and procedures during the Term.

ARTICLE 6 – CONFIDENTIALITY

- 6.1 **Confidential Information.** The Affiliate agrees that all of the Corporation’s Confidential Information (as the term is hereinafter defined), which the Affiliate may already possess or may acquire during the Term, shall be held by the Affiliate in strict confidence and shall not be disclosed or used for any purposes other than those of the Corporation, either during the Term of this Agreement or thereafter. All Confidential Information produced or received by the Affiliate pursuant to this Agreement shall be returned to Corporation immediately upon the expiration of the Term or the termination of this Agreement, and the Affiliate shall not retain any copies thereof. The Parties expressly acknowledge and agree that the provisions of this Section 6.1 shall survive the expiration of the Term or the earlier termination of this Agreement. In this Section 6.1, “Confidential Information” means all data, information and materials of any nature that are of value to the Corporation and which have been or will be communicated, disclosed or provided to the Affiliate by the Corporation, including but not limited to any and all writings, drawings, inventions, databases, computer programs, trade secrets, strategic operations and other plans and forecasts, processes, formulas, data, know-how, improvements, information concerning design, construction, configurations, internal mechanisms, internal workings, internal functions, marketing surveys or analysis, pricing or licensing, as well as other financial data pertaining to any or all past, present and/or future versions of improvements, modifications, enhancements, developments, processes or devices, or component parts thereof, whether any of the foregoing are in written, oral, tangible or intangible form.

ARTICLE 7 – GENERAL

- 7.1 **Entire Agreement.** This Agreement, along with the attached Schedule, constitutes the entire understanding between the Parties with respect to the subject matter hereof and supersedes all prior or contemporaneous agreements in regard thereto, whether written or oral.
- 7.2 **Waiver.** The failure of a Party to insist upon strict adherence to any provision of this Agreement on any occasion shall not be considered a waiver thereof or deprive that Party of the right thereafter to insist upon strict adherence to that provision or any other provision of this Agreement.
- 7.3 **Jurisdiction.** This Agreement shall be construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein.
- 7.4 **Amendments.** This Agreement shall not be amended, changed, modified or discharged other than by in writing, signed by both Parties.
- 7.5 **Counterparts.** This Agreement may be executed in any number of counterparts and by electronic signature and transmission, and each of such counterpart shall be deemed to be an original and all of which when taken together shall be deemed to constitute one and the same instrument.
- 7.6 **Severability.** If any provision of this Agreement is held by a court of competent jurisdiction to be overly broad, that provision is to be construed to afford the Corporation the maximum protection permitted by law. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, that provision is to be deleted, and the other provisions shall remain in effect and are valid and enforceable to the fullest extent permitted by law.
- 7.7 **Independent Legal Advice.** The Affiliate acknowledges that, in executing this Agreement, he or she has had the opportunity to obtain independent legal advice and further acknowledges that he or she has read, understands and agrees to be bound by all the terms and conditions contained herein.

(REMAINDER OF PAGE LEFT INTENTIONALLY BLANK – SCHEDULE “A” FOLLOWS)

SCHEDULE “A”

SERVICES

The Services to be performed by the Affiliate pursuant to this Agreement shall include, without limitation, the following:

- i. promoting of the Corporation’s “TRIBE” online course and the Corporation’s other current and future offerings, as applicable;
- ii. advocating the Corporation’s landing pages and online events (including, but not limited to, the Corporation’s Webinars and live casts), and encouraging the Corporation’s Customers to visit and engage such landing pages and online events; and
- iii. encouraging the Affiliate’s respective audience to purchase the Corporation’s “TRIBE” online course and the Corporation’s other current and future offerings, as applicable, which shall be achieved by utilizing any or all of the following mediums, in the Affiliate’s discretion:
 - a. electronic mail;
 - b. social media; and/or
 - c. advertisements.

The Affiliate acknowledges and agrees that the Services listed herein may be revised and amended from time to time, in the Corporation’s sole discretion.