

LOVECO AFFILIATE AGREEMENT

These Terms and Conditions represent the entire Agreement between LOVEco and its Affiliates, superseding all prior or contemporaneous agreements with respect to each Affiliate's business relationship with LOVEco. This Agreement is effective as of the date you enroll as a LOVEco Affiliate.

WHEREAS, the Company offers an online educational and training platform, that provides digital content in a variety of forms.

WHEREAS, the Affiliate is an individual that wishes to promote the products of Company as an independent referral agent.

WHEREAS, the Company desires to allow the Affiliate to work as a referral agent with the right to refer new Members to purchase/subscribe to the LOVEco educational and training packages.

NOW THEREFORE, in consideration of the mutual covenants and promises to set forth herein, the parties agree as follows:

1. Appointment of Affiliate: The Company hereby appoints and the Affiliate does hereby accept appointment as an independent referral agent, with the nonexclusive right to sponsor new LOVEco Members, and to promote and sell Company products. Affiliate will also have the right to build a network of other Affiliates to sell Company products from which Affiliate may receive commissions pursuant to the terms of the Compensation Plan.
2. Commissions: The following shall govern the payment of commissions to the Affiliate:
 - a. Referral Fees: In exchange for the Affiliate's referral efforts, the Company shall pay the Affiliate a commission on all the LOVEco Members that the Affiliate has introduced who have purchased Company's monthly membership subscription, with the exception of the first two (2) referred LOVEco Members (details explained in Section c. below).
 - b. Commission Rate: The Company agrees to pay the Affiliate a commission at the rate(s) of 50%, and these commissions shall be calculated by paying the Affiliate 50% of the gross Membership revenues received by LOVEco each month from all of the active Members in the Affiliate's referral network.
 - c. Affiliates are given the opportunity to market the LOVEco membership for compensation according to the following Compensation Plan:

2-UP Model:

Each affiliate will get paid 50% commission each month of the membership revenue from each and every Member in their referral network.

The first two (2) Members that each Affiliate refers, get passed up into the referral network that Affiliate is in himself/herself. Affiliate does not ever get paid anything from those first two referred memberships or any other referred memberships that come from those first two memberships.

All personally referred (by affiliate) memberships from the Affiliate's 3rd personally referred membership on will track directly to him/her as long as Affiliate's position with the Company is maintained as active and in good standing. In addition, all LOVEco memberships that are referred by LOVEco Members who are not Affiliates will be placed in the Affiliate's network that the referring Member is positioned in themselves.

LOVEco is only paying commissions on one level to our Affiliates. There are no Affiliate overriding levels of commissions. Therefore, each and every Affiliate is the only person getting paid commissions from LOVEco on the memberships in their referral network (with the exception being in the case of an "Ambassador" being involved. See Ambassador Agreement).

3. Independent Contractor: It is understood that the Affiliate is an independent contractor, and nothing contained in this Agreement shall be construed as appointing the Affiliate as an employee of the Company. Correspondingly, it is understood that the Affiliate is solely responsible for the payment of all taxes on commissions paid by the Company under this Agreement. It is agreed that the Company shall do no withholding for income, self-employment, payroll, or any other taxes. Moreover, nothing in this Agreement grants or authorizes either party to assume or to create any obligation, contract or liability, express or implied, on behalf or in the name of the other. Moreover, it is strictly understood that nothing contained herein shall serve to make the Affiliate an agent of the Company, and any such relationship is hereby expressly disclaimed.
4. Representations: Affiliate shall honestly and fairly describe Company's Programs. This obligation of fair and complete description shall include, without limitation, the following.
 - a. Affiliate shall open all emails, messages, and information from Company.
 - b. Affiliate is expected to be a team player by promoting Company, and the benefits of Company.
 - c. Affiliate shall not misstate any significant or material fact or omit any significant or material fact about the Company or its educational and training packages, or any other digital content.

- d. Affiliate shall not distort or misrepresent any feature of the digital content and shall not make any statements about the benefits of the content except to the extent that such statements are made in Company's written material describing the content.
- e. Affiliate shall not guarantee any specific income, profit and /or success.
- f. Affiliate shall follow the highest standards of honesty, professionalism, and integrity while operating under the Agreement.
- g. Affiliate will not engage in activities that may cause losses to Company or another Affiliate.
- h. Affiliate will abide by all rules, regulations, laws, and ordinances that are applicable to the operation of Company's platform as an independent Affiliate.

5. Termination:

- a. Affiliate may terminate this agreement at any time by providing written notice to Company. Any and all non-solicitation and non-compete provisions of this Agreement or any other shall survive termination for a period of 1 year from the date of termination.
 - b. Company may terminate this Agreement at any time for any breach of the Terms of the Agreement or the ethics provisions by the Affiliate. Upon termination, any and all non-solicitation and non-compete provisions shall survive termination for the period of 1 year from the date of termination.
 - c. Upon Termination: Immediately upon termination, the terminated Affiliate: Must remove and permanently discontinue the use of the trademarks, service marks, trade names and any signs, banners, seals, labels, email address, stationary or advertising referring to or relating to any program or plan of Company, must cease representing themselves as Affiliate, and loses all rights to his or her Affiliate position in the Compensation Plan and to all future commissions and earnings resulting there from.
6. Copyright and Trademark Notice: Unless otherwise specified, all materials appearing on the Company's site, including the text, site design, logos, graphics, icons, and images, as well as the selection, assembly and arrangement thereof, are the sole property of Company or the creator of said content. Affiliate may use the content of Company's materials or site only for the purpose of referring members to Company. No materials from this site may be copied, reproduced, modified, republished, uploaded, posted, transmitted, or distributed in any form or by any means without our prior written

permission. All rights not expressly granted herein are reserved. Any unauthorized use of the materials appearing on this site may violate copyright, trademark and other applicable laws and could result in criminal or civil penalties.

7. **Severable Terms:** The terms of this Agreement are severable, as allowed by law. In the event any provision is deemed unenforceable or invalid, it shall be severed from the agreement, and the remaining terms shall remain in full force and effect.
8. **Assignment & Successors:** This Agreement is not assignable and non-transferable.
9. **Amendment & Modification:** This Agreement shall be amended or modified only by the express, written consent of Company, unless otherwise provided.
10. **Indemnification:** An Affiliate is fully responsible for all of his or her verbal and written statements made regarding Company, its platform, educational and training packages, digital content, any other related items, services, and Company marketing and compensation program which are not expressly contained in current, official Company materials. Affiliate agrees to indemnify Company and hold it harmless from any and all liabilities including judgments, civil penalties, attorney fees, court costs or lost business incurred by Company as a result of Affiliate's unauthorized representations.
11. **Liability:** To the extent permitted by law, Company shall not be liable for, and each Affiliate releases Company from, and waives all claims for any loss of profits, indirect, direct, special or consequential damages or any other loss incurred or suffered by Affiliate as a result of (a) the breach by Affiliate of the Agreement; (b) the operation of Affiliate's business; (c) any incorrect or wrong data or information provided by Affiliate or (d) the failure to provide any information or data necessary for Company to operate its business, including, without limitation, the enrollment and acceptance of Affiliate into the Compensation Plan or the payment of commissions and bonuses.
12. **Disclaimer of Warranty:** Company disclaims all warranties, expressed or implied, including but not limited to, warranties of merchantability, fitness for a particular purpose, or other violations of rights with the fullest extent permissible pursuant to applicable law. No liability or responsibility is assumed for any errors or omissions of the contents in Company's materials or site; any corrected defects; any failures, delays, malfunctions, or interruptions in the delivery of the any content on the Site; any losses or damages; or any conduct by users of the site, either online or offline. Company does not warrant or represent the use or results of the use of the services or materials in terms of correctness, accuracy, reliability, or otherwise.
13. **Non-Solicitation/Non-Compete:** While LOVEco Affiliates are free to join any company or program that they wish, Affiliates may not solicit those Affiliates or members of LOVEco that have been sponsored/referred into the program by another Member or Affiliate into another business. LOVEco Affiliates shall respect the individual relationships established within the network. Upon separation or termination of this Agreement, Affiliate shall not solicit any LOVEco Member or Affiliate into another

company or program for a period of one year from the date of separation or termination.

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15. Limitation Of Damages: TO THE EXTENT PERMITTED BY LAW, LOVECO AND ITS INDEPENDENT AFFILIATES, AGENTS, OFFICERS, AFFILIATES, EMPLOYEES AND OTHER REPRESENTATIVES, SHALL NOT BE LIABLE FOR, AND AFFILIATE HEREBY RELEASE THE FOREGOING FROM, AND WAIVE ANY CLAIM FOR LOSS OF PROFIT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES WHICH MAY ARISE OUT OF ANY CLAIM WHATSOEVER RELATING TO COMPANY PERFORMANCE, NONPERFORMANCE, ACT OR OMISSION WITH RESPECT TO THE BUSINESS RELATIONSHIP OR OTHER MATTERS BETWEEN ANY COMPANY AND LOVECO, WHETHER SOUNDING IN CONTRACT TORT OR STRICT LIABILITY. LOVECO SHALL NOT EXCEED AND IS HEREBY EXPRESSLY LIMITED TO, THE AMOUNT OF ANY COMMISSIONS OWED TO AFFILIATE.

16. Governing Law, Jurisdiction, and Venue: This Agreement shall be construed under the substantive laws of Sarasota, Florida , without regard to the choice of law principles of any state. The law of the State of Florida shall govern all disputes arising from Agreement.