

AFFILIATE MARKETER AGREEMENT

This Affiliate Marketer Agreement is between Corlinc (“**Corlinc**”) whose address is: P.O. Box 11824, Spokane Valley, Washington 99211, and you as Affiliate Marketer (“**Affiliate Marketer**”). All references to “Corlinc” herein mean and refer to Corlinc LLC’s owners, affiliate entities, employees and assigns. Corlinc and Affiliate Marketer are collectively referred to as the “**Parties**.”

You must read, agree with, and accept all of the terms and conditions contained in this Agreement and Corlinc’s Privacy Policy by clicking on “I Agree” before you may become an Affiliate. As a Corlinc Affiliate, you have the opportunity to earn commissions by (i) selling monthly or annual community subscriptions and to include commissions on related store revenues.

The current version of the Agreement can always be viewed at <https://corlinc.com/legal/affiliate-agreement>. Corlinc reserves the right to change, amend, modify, suspend, continue or terminate the terms of this Agreement at any time. Updated and current terms can be found at <https://corlinc.com/legal/affiliate-agreement>. Please periodically review the Agreement for any changes or updates that might affect you.

A. Whereas Corlinc is a software company that has created a marketing platform for organizations that integrates other business services and desires to engage Affiliate Marketer as an independent contractor to market and sell the Services to End Users, as defined below.

B. Whereas Affiliate Marketer possesses certain expertise it desires to apply to marketing and sales of the Services to End Users, as defined below.

C. Whereas Corlinc desires to enter into an Affiliate marketing arrangement that is terminable at will.

Now, therefore, in consideration of the covenants and conditions contained in this agreement, the sufficiency of which the parties acknowledge, the parties covenant and agree as follows:

I. Definitions

1. **Affiliate.** An Affiliate is an individual or business who has applied to be a Corlinc marketer and promote the Corlinc platform. If approved, the Affiliate will receive a welcome letter from Corlinc that includes a unique referral link for marketing purposes and access to your Affiliate Dashboard.

2. **Affiliate Marketing.** The activities performed by the Affiliate Marketer relating to marketing the Services, including engaging End Users for the Services.

3. **End User.** A person, including an individual or entity, that acquires the Services for such person’s own use and not for conveyance, sale, resale, sublicense, lease or other form of distribution or transfer to third parties.

4. **End User Terms.** Any and all end user agreements, terms and conditions, privacy policies, copyright notices, and other restrictions, terms, and/or obligations that now apply or hereafter will apply to transactions between Corlinc and End Users, as set forth at the Corlinc Website.

5. **Marks.** Any and all trademarks or service marks now owned or hereafter acquired by Corlinc or any of Corlinc's affiliates or subsidiaries relating to the Services regardless of whether such trademarks or service marks are the subject of a registration or application to register with any governmental entity.

6. **Marketing Materials.** Any and all fliers, images, brochures, advertisements, and computer files depicting or containing marketing or promotional material, including but not limited to, that: (i) was created by Affiliate Marketer, (ii) relates to or describes the Services or methods or terms for procuring services, and (iii) that has been made available to any third party.

7. **Corlinc Website.** Refers to the websites located at: <http://www.Corlinc.com>, <http://www.Corlinc.biz>, <http://www.Corlinc.net>, <http://www.Corlinc.info> and all information accessible there inclusive of all pages, sub-domains, and internet URLs accessible through any domain masking technique associated with <http://www.Corlinc.com>.

8. **Proprietary Information.** Any and all documents, communications, materials, and information received directly or indirectly from Corlinc relating to the Services, including without limitation programs, programming techniques, sales methods, methods of processing, product or software design, data, screen formats, computer code, and images, which is not intended for disclosure or distribution to third parties or which is made available to End Users only after they have entered a contractual relationship with Corlinc to acquire Services.

9. **Services.** Refers to the services offered through the Corlinc Website, including without limitation online marketing platforms, e-commerce storefronts and related solutions, social media management, affiliate marketing, refer-a-friend program, community management platforms, branding services, and related services.

II. **General Terms**

1. **Appointment and Sales of Services.** Corlinc grants Affiliate Marketer a nonexclusive, nontransferable, non-sublicensable right and license to promote, market, and distribute the Services to End Users, as defined in this section, subject to the requirements of this agreement. Corlinc may modify, add, or discontinue offering some or all of the Services without written notice to Affiliate Marketer. Nothing in this agreement shall be construed to limit Corlinc's rights to promote, market, sell, lease, and distribute Services to third parties.

2. **Territory.** Affiliate Marketer may engage in marketing as set forth in this agreement. The appointment of Affiliate Marketer does not constitute a grant of exclusive territory or geographical area.

3. **Commission Compensation.** Affiliate Marketer shall receive commissions and other compensation solely in accordance with the Sales Commission Compensation Agreement, attached as **Exhibit A**, which exhibit is incorporated as if set forth fully herein. Before you can be paid any commissions, you must provide Corlinc with a signed W-8 or W-9 which must be submitted prior to payment of commissions. You are responsible for any and all tax liabilities, including without limitation income tax liabilities that arise from or in any way relate to any commissions or bonuses you receive from Corlinc. If you are not a resident of the United States, Corlinc may withhold tax (including without limitation VAT) where required by applicable law. In the event that Corlinc is required to withhold tax, Corlinc will maintain documentation of such withholding. All commissions are payable in U.S. Dollars via PayPal.

Commissions are not payable under the following conditions:

- (i) Your own subscriber account(s)
- (ii) You are not allowed to open a Corlinc account under the name of another person or entity or under a fictitious name.
- (iii) You may not offer monetary incentives or cash rebates to another entity to open a Corlinc account

4. **Commission Payout Minimums.** You must have a minimum commissioned amount of \$50 to generate a payout. In the event that commissions generated by month end of the previous month are less than \$50, your commissions will be held for you until your combined commissions exceed the \$50 minimum.

5. **End User Terms.** All sales to End Users shall be subject to all applicable End User Terms as set forth by Corlinc. Affiliate Marketer has no authority to modify End User Terms or to bind Corlinc to any terms with an End User or other third party beyond those appearing in the End User Terms. Affiliate Marketer has no authority to make warranties or representations on behalf of Corlinc beyond those appearing in End User Terms.

6. **Solicitation of Customers.** Affiliate Marketer acknowledges that any customers executing Corlinc subscriptions shall become customers of Corlinc and Affiliate Marketer agrees not to solicit such customers on behalf of itself or any other entity for services competitive to Corlinc or attempt to disconnect such customers from Corlinc services.

7. **No Representation or Guarantee.** Corlinc makes no representations, warranties or guarantees regarding the success, profitability or expected financial opportunities associated with this agreement or Affiliate Marketer's efforts to market the Services as provided herein. Affiliate Marketer assumes all business risks associated with this agreement and the sales activities described herein.

8. **Relationship of Parties.** Affiliate Marketer is an independent contractor of Corlinc. No partnership, employer-employee, joint venture, or franchisor-franchisee relationship is created by this agreement.

III. Marketing and Sales

1. **Best Efforts.** Affiliate Marketer shall use its best efforts to promote and market the Services to third parties. Affiliate Marketer shall maintain sufficient documentation, marketing collateral, and personnel to reasonably respond to requests for Services.

2. **Marketing Material Documentation.** Affiliate Marketer shall retain a copy of all Marketing Materials. Upon notice of at least three business days, Affiliate Marketer shall provide copies of Marketing Materials it has made available to third parties. Corlinc reserves the right to require discontinuance of the use, distribution, dissemination, or disclosure of any Marketing Materials that it, in its sole discretion, determines to be objectionable. Corlinc further reserves the right to require Affiliate Marketer to seek preapproval of Marketing Materials before it may make the same available to third parties.

Authorization and Release to Use Photographs: You permit and authorize Corlinc permission to use any and all photographs submitted by you to Corlinc (in any format) for any purpose, which may include, but not be limited to, marketing, promotions, advertising, and packaging of services. I understand the above may be subject to reasonable modification or editing and may be reproduced and distributed by means of various media, including but not limited to publications, video or digital presentations, television broadcasts/rebroadcasts or radio transmissions/retransmissions, news releases, mail outs, billboards or signs, brochures or Web sites. I waive any right to inspect or approve the finished product, or any material in which Corlinc may eventually use my image, words, artwork and information or other items indicated above. You release Corlinc from any and all liability and from any damages you may suffer as a result of the use of your photographs. You acknowledge that this release is binding upon your heirs and assigns and that this release is irrevocable.

3. Truth in Marketing and Advertising. Any representations or claims made with regard to Corlinc products or services must be truthful and accurate. Fraudulent claims or activity is strictly prohibited. You are not allowed to represent the endorsement or support of Corlinc by any organization or individual nor use the intellectual property of another organization or individual in marketing a Corlinc product or service. You are not allowed to slander another individual, organization or entity including, but not limited to, competitors of Corlinc.

4. Representation as a Corlinc Affiliate Marketer. On any website in which you market Corlinc products and services, you must prominently display the following disclaimer: *"Disclosure: I am an Independent Affiliate Marketer, not an employee, for Corlinc and receive compensation for the referral of products and services. The opinions expressed here are our own and not official statements from Corlinc."*

5. Sales Documentation. From time to time, Corlinc will submit requests for sales forecasts and/or deal flow information from Affiliate Marketer to which Affiliate Marketer will promptly respond.

6. Lawful Practices. Affiliate Marketer shall comply with all applicable laws, rules, and regulations of every nature in its performance of this agreement. Affiliate Marketer shall employ only good-faith trade practices and shall exhibit honesty in fact in relation to the performance of this agreement.

7. Taxes. All commissions that Corlinc pays to Affiliate Marketer relating to this agreement do not include applicable taxes. Affiliate Marketer is required to complete and submit a W-8 or W-9 to Corlinc and is responsible for the payment of all taxes on commissions that it receives hereunder.

IV. Intellectual Property

1. Trademarks. Corlinc authorizes Affiliate Marketer to use the Corlinc™ Marks solely in connection with the marketing and distribution of the Services pursuant to this agreement. Affiliate Marketer shall not modify any of the Marks for any purpose except as provided herein or according to express written consent obtained from Corlinc. The following permissions apply:

- (i) Use of the name "Corlinc" must be followed by the trademark symbol as follows:
"Corlinc™"
- (ii) Use of the Marks may not be utilized in a format that implies a relationship that does not exist

- (iii) You may resize the Marks, provided the dimensions of the Marks remain proportionate, and provided resizing does not substantially degrade or modify the overall commercial impression of the Marks or substantially interfere with the Marks' source-designating function
- (iv) The Marks cannot be paired with images, photographs, or other trademarks without the express approval in writing from Corlinc

Rights conveyed to Affiliate Marketer to use the Mark are non-exclusive and nontransferable, although they may be sublicensed to a Sub-Marketer approved by Corlinc in accordance with the terms of this agreement.

2. **Ownership of Trademarks.** If Affiliate Marketer, in the course of performing its services hereunder, acquires any goodwill in any of the Marks, all such goodwill will automatically vest in Corlinc and Affiliate Marketer shall take all such actions or execute any documents necessary to make effective such vesting. Affiliate Marketer shall not contest the validity of any of the Marks or Corlinc's exclusive ownership of the Marks. Affiliate Marketer shall not adopt, use, or register, whether as a corporate name, trademark, service mark or other indication of origin, any of the Marks, or any word or mark confusingly similar to the Marks in any jurisdiction. Affiliate Marketer shall not remove or efface any proprietary notices on the Services.

3. **Proprietary Rights.** Affiliate Marketer acknowledges and agrees that the Proprietary Information constitutes valuable trade secrets or is proprietary and confidential information of Corlinc and title thereto remains in Corlinc. All applicable copyrights, trade secrets, patents, and other intellectual property rights in the Services and Proprietary Information are and remain exclusively in Corlinc. Proprietary Information shall not be sold, revealed, disclosed, distributed, reproduced, or otherwise communicated, directly or indirectly, by Affiliate Marketer, to any person or entity whatsoever except for the purposes set forth herein. No title to or ownership of the Proprietary Information is hereby transferred to Affiliate Marketer. Affiliate Marketer shall not reverse engineer, decompile, disassemble, or otherwise derive source code from the Proprietary Information. All rights not expressly reserved herein are reserved to Corlinc.

V. Disclaimers, Exclusions, and Indemnity

1. **Indemnity.** Affiliate Marketer will defend, indemnify, and hold harmless Corlinc from and against all damages, liabilities, costs, and fees (including reasonable attorney fees and expenses) arising out of or incurred by Corlinc in connection with or arising out of any acts of Affiliate Marketer relating to this agreement or the performance thereof.

2. **LIMITATION OF LIABILITY.** EXCEPT AS PROVIDED IN THIS PARAGRAPH, CORLINC WILL NOT BE LIABLE FOR ANY SPECIAL, INDIRECT, CONSEQUENTIAL, INCIDENTAL, OR PUNITIVE DAMAGES ARISING OUT OF THIS AGREEMENT OR RELATING TO THE SERVICES, WHETHER SOUNDING IN CONTRACT, TORT, OR OTHER THEORY OF RECOVERY, INCLUDING WITHOUT LIMITATION PROCUREMENT OF SUBSTITUTE SERVICES, LOSS OF USE, LOSS OF ACCESS, LOSS OF DATA, LOSS OF PROFITS, OR BUSINESS INTERRUPTION, REGARDLESS OF WHETHER CORLINC HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. CORLINC'S LIABILITY FOR MATERIAL BREACH OF THIS AGREEMENT SHALL BE LIMITED TO GENERAL DAMAGES IN A CLAIM FOR BREACH OF CONTRACT. TO THE MAXIMUM EXTENT PERMITTED BY LAW, CORLINC'S LIABILITY UNDER THIS AGREEMENT, REGARDLESS OF THE FORM OF ACTION, WILL NOT EXCEED THE GREATER OF: (i) THE

AGGREGATE OF AMOUNTS PAID BY AFFILIATE MARKETER FOR SERVICES, PROPRIETARY INFORMATION, AND/OR ANY MARKETING OR PROMOTIONAL MATERIALS; (ii) \$5,000.00; OR (iii) COMMISSION PAYMENTS REMAINING DUE AND OWING TO THE CLAIMANT.

3. DISCLAIMER. ALL PROMOTIONAL MATERIALS, PROPRIETARY INFORMATION, AND SERVICES ARE PROVIDED ON AN "AS-IS" BASIS. CORLINC DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES RELATING TO THE CHARACTER, MERCHANTABILITY, OR FITNESS FOR ANY PARTICULAR PURPOSE OF PROMOTIONAL MATERIALS, PROPRIETARY INFORMATION, AND SERVICES.

VI. General

1. Term and Termination. This agreement will commence on the effective date identified above and shall continue month-to-month until: Corlinc cancels your account due to your breach of any of the terms of this Agreement. In the event this Agreement is cancelled due to your breach, you forfeit all commissions owed to you or that may in the future be owed to you (or) Corlinc or its successors or assigns, in its sole and absolute discretion, cancels your Affiliate Agreement. In the event that Corlinc or its successors or assigns cancels your Affiliate Agreement, you will receive thirty (30) days' written notice, sent to the email address you provided Corlinc and that is associated with your Affiliate profile. Affiliate Marketer expressly waives any and all rights provided by law or statute for any indemnity or compensation from Corlinc by reason of termination or non-renewal of this Agreement.

2. Prohibited Activity. Corlinc has the right to terminate this Agreement at any time if you engage or have ever engaged in any of the following prohibited activity:

- (i) Unethical or dishonest business practices
- (ii) Violation of federal or state laws
- (iii) Spamming and unsolicited communications authorized by you
- (iv) Disparagement of Corlinc's reputation in any form
- (v) Inappropriate or Offensive Communications
 - a. making offensive or pejorative comments relating to another person's race, sexual orientation or religion
 - b. referring to women in derogatory terms and making sexually explicit comments
 - c. making comments which harass or victimize the recipient
 - d. using language intended to shock or threaten
 - e. making offensive or abusive comments to another firm about that firm or its client, or to individuals who are unrepresented
 - f. sexually explicit, obscene or pornographic postings or comments

3. Applicable Law. This agreement will be governed and construed in all respects in accordance with the laws of the State of Washington without regard to its conflict of laws principles.

4. Notice to Corlinc. All notices or other communications under this agreement shall be in writing and shall be deemed to be delivered on the date of delivery if delivered in person or on the date of receipt indicated on the return receipt if delivered by express courier or U.S. Mail, certified or registered, return receipt requested postage prepaid and addressed as follows:

If to Corlinc:

Corlinc LLC
P.O. Box 11824
Spokane Valley, WA 99211

5. **Attorney Fees and Costs.** The prevailing party will be entitled to recover reasonable attorney fees and costs in connection with any litigation arising from this agreement.

6. **Entire Agreement.** This agreement constitutes the entire understanding and agreement between the parties and supersedes any and all prior contemporaneous oral or written understanding, representation, agreement or communication between Affiliate Marketer and Corlinc concerning this matter. Neither party is relying upon any warranties, representations, assurances or inducements not expressly set forth in this Agreement. No modifications or amendments may be made to this Agreement unless expressly identified as such in writing and signed by both parties.

7. **Assignment.** Neither party may assign this agreement without the prior written consent of the other party. Subject to the foregoing, this agreement shall be binding upon and insure to the benefit of the successors and assigns of Corlinc and Affiliate Marketer.

8. **Waiver and Severability.** No waiver of any provision of this Agreement or any rights or obligations of either party hereunder shall be effective, except pursuant to a written notice signed by the party waiving compliance, and any waiver shall be effective only in the specific instance and for the specific purpose stated in such writing. The invalidity or unenforceability of any provisions of this agreement shall not affect the validity or enforceability of any other provision of this agreement, which shall remain in full force and effect.

EXHIBIT A

Sales Commission Compensation Agreement

1. **Commission Rate: Community Subscriptions.** Corlinc affiliates will earn 20% commissions for the life of the customer, for all customers secured in the first year. Thereafter, the commission rate on **new** customers acquired by you will drop to 10% for the life of the customer. Generate recurring monthly income, on both the subscription and Community Store transaction revenue, per Community sold!

2. **Commission Rate: Store Transactions.** The commission rate for Store Revenue from Merchant Accounts linked to your Sales URL or Coupon Code is 20% of Corlinc's 2.0% transaction fee for the life of the customer, for all customers secured in the first year. Thereafter, the commission rate on **new** customers acquired by you will drop to 10% for the life of the customer. Commission for store revenue linked to the Affiliate Marketer's sales URL or Referral Code will be calculated based upon the 2.0% NET REVENUE received by Corlinc for store purchases. Shipping & handling charges and sales tax imposed by the merchant are not commissionable.

3. **There are two ways to generate a linked sale: a) Someone signs up using your Affiliate Marketer URL as a referral link; or b) Someone enters your Referral Code in the signup process.** The commission rate will be paid according to Table 1, below. Subscription commission will be a percentage of the Monthly Recurring Revenue ("MRR") from Corlinc's monthly and annual subscription service sold by the Affiliate Marketer. MRR is defined as the funds collected from a customer in any given month, net any: (i) taxes or other government duties, fees, or charges; (ii) transaction, credit card, or payment processor fees; (iii) discounts or promotions applied at the sole discretion of Corlinc; and (iv) any other costs imposed by a third party associated with the customer's subscription payment to Corlinc.

	Gross Commission Year 1	Gross Commission Year 2 & Subsequent
Community Subscription	20%	10%
Sub-Community Store Subscription	20%	10%
Store Revenue from Merchant Accounts linked to your Sales URL or Referral Code <i>*Note: Corlinc collects a 2.0% merchant charge on all store transactions</i>	20% <i>(of Corlinc's 2.0% Transaction Fee)</i>	10% <i>(of Corlinc's 2.0% Transaction Fee)</i>

4. **Commission Payments.** Corlinc has teamed up with Tapfiliate to track Affiliate commissions and allow you to manage and get reports within your linked Affiliate Dashboard. Commissions will be paid monthly on or before the 10th day following month end of the previous month to the Affiliate Marketer.

5. **Promotions and Discounts.** All promotions and discounts are applied at the sole discretion of Corlinc. Corlinc and Affiliate Marketer may from time to time create and agree upon promotional codes, which will be applied at the time a customer initiates the purchase of Services.