

# ROYALTIE AFFILIATE AGREEMENT

Last updated: May 2020

*By submitting an application to join the Royaltie Affiliate Program, You are confirming that you have read this Agreement and agree to be bound by its terms and conditions.*

## 1. Definitions.

“We”, “Our”, “Us”, “Upline Royalties”, “Royaltie”, “Upline” - collectively, “Royaltie”

“You”, “Your” and “Affiliate(s)” – the business, individual or entity applying for participation in the Royaltie Affiliate Program, or that displays our products, services and/or promotions on its website and/or through offline representation in exchange for remuneration from Royaltie for securing service agreements resulting from your efforts.

“Commission Fees” or “Commissions” – Under the Affiliate Program, subject to the terms hereof, you will be eligible to be paid a Commission Fee.

“Qualified Purchase” - Royaltie Software with a term of 1 month or longer, to a Referred Customer who meets the criteria set forth in Section 13 hereof and has been approved by Us.

“Downline” – Customers personally referred by you, and their customers.

**2. Authorization and Contract.** By executing the Royaltie Affiliate Agreement (“Agreement”), you apply for legal authorization to become a Royaltie Affiliate and enter into contract with Hiram Lodge Enterprises Corp., a Canadian corporation, operating as Royaltie.com, Upline Networks and Upline.app. You acknowledge that prior to this Agreement you have received, read and understood the Royaltie Income Disclosure Statement, that you have read and understood the Royaltie Policies and Procedures, which are incorporated into this Agreement and made part of it as if restated in full, as posted on Royaltie.com, and that you have read and agreed to all terms set forth in this Agreement. Royaltie.com reserves the right to reject any application for any reason within 90 days of receipt.

**3. Expiration, Cancellation, and Termination.** The term of this Agreement is month to month. If you fail to renew your Royaltie affiliate position, or if it is canceled or terminated for any reason, you understand that you will permanently lose all rights as an Affiliate. You shall not be eligible to sell Royaltie services nor shall you be eligible to receive bonuses, or other income resulting from the activities of your former Affiliate Organization. In the event of cancellation, termination or nonrenewal, you waive all rights you have, including but not limited to property rights, rights to your former Affiliate Organization and to any bonuses, commissions or other remuneration derived through the sales and other activities of your former Affiliate Organization. Royaltie reserves the right to terminate all Affiliate Agreements upon 30 day's notice if the Company elects to: (1) cease business operations; (2) dissolve as a business entity; or (3) terminate distribution of its services via direct selling channels. An Affiliate may cancel this Agreement at any time, and for any reason, upon one (1) month's written notice to Royaltie at its principal business address. Royaltie may cancel this Agreement for any reason upon 30 days advance written notice to Affiliate. Royaltie may also take actions short of termination of the Agreement, if the Royaltie Affiliate breaches any of its provisions.

**4. Independent Contractor Status.** You agree this authorization does not make you an employee, agent, or legal representative of Royaltie or your Sponsoring Affiliate. As a self-employed independent contractor, you will be operating your own independent business, buying and selling services available through Royaltie on your own account. You have complete freedom in determining the number of hours that you will devote to your business, and you have the sole discretion of scheduling such hours. It will be your sole responsibility to account for any income received on your individual income tax returns.

**5. Presenting the Plan.** You agree when presenting the Royaltie Affiliate Compensation Plan (Schedule 1) to present it in its entirety as outlined in official Royaltie materials, emphasizing that sales to end consumers are required in order to receive compensation. In presenting the plan to prospects, you agree not to utilize any literature, materials or aids not produced or specifically authorized in writing by Royaltie. You agree to instruct all prospective Affiliates to review the Royaltie Income Disclosure Statement.

**6. Selling the Service.** You agree to make no representations or claims about any services beyond those shown in official Royaltie literature. You

further agree to sell services available through Royaltie only in authorized territories.

**7. Non-Solicitation Agreement.** In accordance with the Policies and Procedures, you agree that during the period while you are an Affiliate, and for one calendar year following cancellation, non-renewal, or termination of your business, you will not encourage, solicit, or otherwise attempt to recruit or persuade any other Royaltie Affiliate to compete with the business of Royaltie.

**8. Images / Recordings / Consents.** You agree to permit Royaltie to obtain photographs, videos, and other recorded media of you or your likeness. You acknowledge and agree to allow any such recorded media to be used by Royaltie for any lawful purpose, and without compensation.

**9. Modification of Terms.** With the exception of the dispute resolution section in Policies and Procedures, which can only be modified by way of mutual consent, the terms of this Agreement may be modified as specified in Section 1 in the Policies and Procedures.

**10. Jurisdiction and Governing Law.** The formation, construction, interpretation, and enforceability of your contract with Royaltie as set forth in this Affiliate Agreement and any incorporated documents, will be governed by and interpreted in all respects under the laws of Ontario, Canada without regard to conflict of law provisions. It is the intent of Royaltie to treat our customers fairly and to comply fully with all Federal Trade Commissions regulations related to advertising. As such, we require our affiliates to comply with these regulations. This includes, but is not limited to, Federal Trade Commission 16 CFR Part 255: Guides Concerning the Use of Endorsements and Testimonials in Advertising, which requires, among other criteria, that material connections between advertisers and endorsers be disclosed. This means that directories, review/rating sites, blogs and other websites, email or collateral that purport to provide an endorsement or assessment of an advertiser (in this case Royaltie) must prominently disclose the fact that financial or in-kind compensation is provided from the advertiser. Royaltie reserves the right to withhold commission fees and cancel the affiliate relationship with you should we determine, at our discretion, that you are not in compliance with the previously mentioned guide or other FTC regulations/guides we deem relevant.

**11. Dispute Resolution.** All disputes and claims relating to Royaltie its services, the rights and obligations of an Affiliate and Royaltie, or any other claims or causes of action relating to the performance of either an Affiliate or Royaltie under the Agreement or the Royaltie Policies and Procedures shall be settled totally and finally by arbitration as enumerated in the Policies and Procedures in Ontario, Canada, at a place of choice decided on by Royaltie. Additionally, you agree not to initiate or participate in any class action proceeding against Royaltie, whether in a judicial or mediation or arbitration proceeding, and you waive all rights to become a member of any certified class in any lawsuit or proceeding. This agreement to arbitrate shall survive any termination or expiration of the Agreement. Nothing in the Agreement shall prevent Royaltie from applying to and obtaining from any court having jurisdiction a writ of attachment, garnishment, temporary injunction, preliminary injunction, permanent injunction or other equitable relief available to safeguard and protect its interest prior to, during or following the filing of any arbitration or other proceeding or pending the rendition of a decision or award in connection with any arbitration or other proceeding.

**12. Time Limitation.** If an Affiliate wishes to bring an action against Royaltie for any act or omission relating to or arising from the Agreement, such action must be brought within one year from the date of the alleged conduct giving rise to the cause of action. Affiliate waives all claims that any other statutes of limitations apply.

**13. Commissions.** Under the Affiliate Program, you will be compensated for a Qualified Purchase by a “Referred Customer” that you refer to Royaltie under and in accordance with the terms of this Agreement. Each Referred Customer and each Qualified Purchase must meet the following criteria (the "Criteria"):

a. Each Referred Customer must be a new and unique visitor to Royaltie and must register using a valid and unique account and billing information and must agree to our Terms & Conditions.

b. Each Referred Customer must make a Qualified Purchase and provide a valid payment for the purchased Royaltie Products or Services. To generate a Commission Fee for you, each Referred Customer must be an active, qualified customer of Royaltie and must be up-to-date in all payments at the time the Commission Fees are processed and must not have been subject to a refund, credit, cancellation, suspension or chargeback.

- c. Each Referred Customer must sign up in a manner, which in our sole judgment, definitively establishes that the Referred Customer was referred directly from you to Royaltie under this Agreement.
- d. Each Referred Customer must remain in compliance with our Policies and Procedures
- e. Commission Fees may not be paid for the Qualified Purchase if the Referred Customer has been offered or received coupons, refunds, credits or discounts from the Affiliate or if the Referred Customer has joined a business-opportunity program (as determined by Royaltie in its sole discretion) that is managed or participated in by the Affiliate, unless Royaltie has provided its prior written permission.
- f. You may not move your position under your current referred affiliate without written permission from 8 levels above you or unless your account has remained inactive for 90 days.
- g. If a Referred Customer's renewal payment is declined, but the payment is successfully collected at a later date, Royaltie will attribute the revenue towards commissions for 1) the month in which the payment was due, or 2) the month in which the payment was successfully collected, at Royaltie's sole discretion.

Royaltie reserves the right to withhold initial Commissions Fees for Affiliates who are new to the Affiliate program, or who have commissions that are potentially fraudulent as determined by Royaltie in its sole discretion, to determine the legitimacy and cancellation rates of Referred Customers. Royaltie reserves the right to suspend payment of Commission Fees at any time and 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 a Referred Customer(s). Royaltie reserves the right to deduct from Affiliate's current and future Commission Fees any and all Commission Fees corresponding to any fraudulent, questionable, and cancelled Royaltie purchases. Where no subsequent Commission Fee is due and owing, Royaltie will send the Affiliate a bill for the balance of such refunded purchase upon termination of the program or termination of the Referred Customer. Royaltie, in its sole discretion, reserves the right to withhold indefinitely any Commission Fee, and/or to reverse, deny or reject any Commission Fee, for:

- a. Any account/sale which has not been in an approved status in good standing as an account of Royaltie for a period of at least thirty (30) days.
- b. Royaltie will not pay out commissions to a married couple or more than one person residing at the same address who seek to circumvent the compensation plan.
- c. All commissions generated for accounts that may be fraudulent, including but not limited to the use of software that generates real and fictitious information.
- d. If we deem orders to be fraudulent or see a pattern of potentially fraudulent activity, including, without limitation, where there are multiple accounts from the same customer, or referral of accounts that do not comply with this Agreement.
- e. Referred Customers that have been offered or received coupons, refunds, credits or discounts from the Affiliate or for Referred Customers who have joined a business opportunity program that is managed or participated in by the Affiliate, unless Royaltie has provided written permission.
- f. Affiliates whom we believe may be using marketing practices that we deem to be unethical or likely to attract fraudulent signups and/or signups with a very low likelihood of renewal.
- g. Any commission-related disputes must be submitted in writing within 30 days of the relevant commission period. For example, any dispute related to the May commission period ending May 31<sup>st</sup> must be lodged by June 30<sup>th</sup>. Any dispute submitted after 30 days will not be considered, and You shall forfeit all claims related to that dispute.

Royaltie reserves the right to immediately cancel or withhold for later review any Commissions based on the foregoing or that otherwise fails to meet the Criteria. It is the responsibility of the Affiliate to monitor the payment, denial and withholding of Commission Fees; Royaltie is not obligated to actively notify Affiliates of the status of Commission Fees. If an Affiliate has a question about a Commission Fee that has been cancelled or withheld, that Affiliate has 30 days from the day the payment was due to contact Royaltie to discuss or reclaim the Commission Fee. Any changes to decisions about cancelled or withheld Commission Fees are strictly at Royaltie's discretion. Commissions for any Referred Customer who is already associated with any Royaltie reseller, referral or other program may



be removed from your payment. In other words, You may not receive double commissions or compensation. In the event that the Referred Customers that are referred to Royaltie by a specific Affiliate determined to have an excessive cancellation rate (as determined by Royaltie in its sole discretion), Royaltie reserves the right to withhold or decline pending and future Commission Fees to the Affiliate. Any attempt by an Affiliate to manipulate, falsify or inflate Referred Customers, Qualified Purchases or Commission Fees to intentionally defraud Royaltie or violation of any of the terms of this Agreement constitutes immediate grounds for Royaltie to terminate this Agreement and will result in forfeiture of any Commission Fees due to you. Accrued Commission Fees will be finalized on the last day of every month and paid out on or before the 15th of the following month. If the 15th falls on a holiday or weekend, Commission Fees will be paid the next business day. Each level of Commission Fees will be paid once the Gem Level has been attained. All Qualified Purchases eligible to result in Commissions under this Section must remain active and in good standing pursuant to the terms of this Agreement in order to remain eligible for accrual.

Commissions will be paid out via cheque or by such other means as We deem appropriate. Royaltie is not responsible for any third-party fees charged by banks or other financial institutions used to receive Affiliate Commissions. Royaltie, in its sole discretion, reserves the right to modify the terms of this Commission payment method or schedule at any time. Such changes shall take effect when posted. You are responsible to provide Royaltie with accurate and up to date tax and payment information necessary to issue Commissions to You. If Royaltie does not receive the necessary tax or payment information within 30 days of a Qualified Purchase that would otherwise trigger Commission Fees, the applicable Commissions will not accrue and no Commissions will be owed with respect to the Qualified Purchase. You are responsible for informing Royaltie about changes to postal and e-mail addresses, as well as any changes to your name, contact information, tax identification number, or other personal information that will impact Royaltie's ability to issue a valid Commission payment.

**14. Payment of Commissions.** Royaltie uses a third party payment platform to pay Commissions. To cover the cost of the platform, a fee will be deducted from your Commissions according to the following schedule:

<b>Commission Payment Amount (USD)</b>	<b>Deduction (USD)</b>
Under \$100.00	\$5.00
\$100.00 - \$999.99	\$10.00
\$1,000.00 and over	\$25.00

**15. Policies and Pricing.** We may change Our policies and operating procedures at any time. For example, We will determine the prices to be charged for Royaltie Products and Services in accordance with Our own pricing policies. Prices and availability of Royaltie Products and Services may vary from time to time, from affiliate to affiliate, and from region to region. We will use commercially reasonable efforts to present accurate information, but We cannot guarantee the availability or price of any particular Product or Service. In order to be paid commissions, Your current subscription to Royaltie Products and Services must be of value equal to or greater to the lowest priced package advertised and sold by Royaltie at the date of commission payment.

**16. Term of the Agreement.** Term of this Agreement will begin upon Our acceptance of Your Affiliate Program application and will end when terminated by either party. You are only eligible to earn Commission Fees on Qualified Purchases occurring during the term, and Commission Fees earned through the date of termination will remain payable only if the orders for the related Royaltie Products and Services are not cancelled and comply with all Terms laid out in this Agreement. Any Affiliate who violates either this Agreement or Royaltie's Terms and Conditions will immediately forfeit any right to any and all accrued Commissions Fees and will be removed from the Royaltie Affiliate Program. Royaltie reserves the right to remove an Affiliate from the Affiliate Program, and to terminate or suspend this Agreement, at any time for any reason, in Royaltie's sole discretion. Without limitation, Affiliate's participation in the Program, and this Agreement, shall be deemed automatically terminated immediately upon Affiliate's violation



of any of the terms of this Agreement or of any applicable law or regulation having the force of law.

**17. Miscellaneous.** If any provision of the Agreement is held to be invalid or unenforceable, such provision shall be reformed only to the extent necessary to make it enforceable, and the balance of the Agreement will remain in full force and effect. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one instrument. The provisions of this Agreement, including all documents incorporated herein by reference, embody the whole agreement between you and Royaltie and supersedes any prior agreements, understandings and obligations between you and Royaltie concerning the subject matter of your contract with Royaltie.

**18. Representations and Warranties.** You hereby represent and warrant to us as follows:

- a. This Agreement has accepted by You and constitutes Your legal, valid, and binding obligation, enforceable against You in accordance with its terms.
- b. The execution, delivery, and performance by You of this Agreement and the consummation by You of the transactions contemplated hereby will not, with or without the giving of notice, the lapse of time, or both, conflict with or violate (i) any provision of law, rule, or regulation to which You are subject, (ii) any order, judgment, or decree applicable to You or binding upon Your assets or properties, (iii) any provision of Your by-laws or certificate of incorporation, or (iv) any agreement or other instrument applicable to You or binding upon Your assets or properties.
- c. You are the sole and exclusive owner of the Affiliate Trademarks and have the right and power to grant to Us the license to use Your trademarks in the manner contemplated herein, and such grant does not and will not (i) breach, conflict with, or constitute a default under any agreement or other instrument applicable to You or binding upon Your assets or properties, or (ii) infringe upon any trademark, trade name, service mark, copyright, or other proprietary right of any other person or entity.
- d. No consent, approval, or authorization of, or exemption by, or filing with, any governmental authority or any third party is required to be obtained or made by You in connection with the execution, delivery, and performance of

this Agreement or the taking by You of any other action contemplated hereby.

e. There is no pending or, to the best of Your knowledge, threatened claim, action, or proceeding against You, or any Affiliate of Yours, with respect to the execution, delivery, or consummation of this Agreement, or with respect to Your trademarks, and, to the best of Your knowledge, there is no basis for any such claim, action, or proceeding.

f. During the term of the Agreement, You will not include in Your site content that is, in Our opinion, unlawful, harmful, threatening, defamatory, obscene, harassing, racially, ethically, or otherwise objectionable.

g. You are at least eighteen (18) years of age.

h. Each Referred Customer and each Qualifying Purchase referred or submitted by You to Us, is valid, genuine, unique and not fraudulent and meets each of the Criteria for generating a Commission Fee as provided in this Agreement.

**19. Confidentiality.** Each of the parties here to agrees that all information including, without limitation, the terms of this Agreement, business and financial information, Royalty and vendor lists, and pricing and sales information, shall remain strictly confidential and shall not be utilized for any purpose outside the terms of this Agreement except and solely to the extent that any such information is (a) already lawfully known to or independently developed by the receiving party, (b) disclosed in published materials, (c) generally known to the public, or (d) lawfully obtained from any third party any obligation of confidentiality to the discloser hereunder. Notwithstanding the foregoing, each party is hereby authorized to deliver the copy of any such information (a) to any person pursuant to a valid subpoena or order issued by any court or administrative agency of competent jurisdiction, (b) to its accountants, attorneys, or other agents on a confidential basis, and (c) otherwise as required by applicable law, rule, regulation, or legal process including, without limitation, the Securities Exchange Act of 1933, as amended, and the rules and regulations promulgated thereunder, and the Securities Exchange Act of 1934, as amended, and the rules and regulations promulgated thereunder.

**20. Independent Investigation.** Your application submission acknowledges that you have read this agreement and agree to be bound by all its terms and conditions. You understand that we may at any time (directly or indirectly)

solicit Royaltie relationships on terms that may differ from those contained in this agreement. We may also solicit Royaltie relationships with entities that that are similar to or compete with You. You have independently evaluated the desirability of participating in the Royaltie Affiliate Program and are not relying on any representation, guarantee, or statement other than as set forth in this agreement.

## **21. Opportunity**

You may not demonstrate the earning potential of Royaltie by sharing your own earning information or the earning information of other Affiliates. You may not offer projections of what a new Affiliate might earn. You may not use hypothetical income examples to help explain how the Compensation Plan operates unless the example is accompanied by an average earnings disclosure provided by Royaltie. If such a disclosure has not been provided by Royaltie, you may not use hypothetical examples.

## **22. Naming restrictions**

When using the Royaltie name in any social media alias, state in full “Independent Royaltie Affiliate.” You may not use the Royaltie name or derivatives (i.e. Royaltie, Upline’s, Royaltee, etc.) in an email address, username, or URL address. You may not use Team names, state/province names, country names, or abbreviations of geographical names in isolation in URLs without Royaltie’s consent.

## **23. Disclosures and permissions**

You are granted a limited license to use the Independent Affiliate logos, copyrights, and provided images in communications, including on approved websites, and on items you make for yourself or your Team. No other use of any Royaltie logo name, mark, or creative work is permitted. You are not allowed to claim ownership of (or attempt to register as a trademark, copyright, or domain name) any words, images, phrases, taglines, and/or ideas developed or coined within the Royaltie community. It is your responsibility to help safeguard and promote the good reputation of Royaltie through courteous and ethical conduct and practices. Whenever promoting Royaltie’s products or opportunity, identify yourself as an Independent Affiliate.

## **24. Responsibility to Downline**

Set reasonable expectations with your Downline regarding the opportunity, products, and requirements for establishing and maintaining an Account.

Take a proactive role in providing assistance and training by directing them to Royaltie's corporate resources; and make yourself available as the first point of contact for your Downline. Encourage and empower your Downline to do the same for their Downline.

In order to remain eligible to earn commissions, You must complete a training module at [www.royaltietraining.com](http://www.royaltietraining.com) at least once during the commission period in question. As a software company, Royaltie frequently updates its products and services, and in order to be an effective affiliate and resource to your Downline, you must remain knowledgeable about updates and changes to our platform. Royaltie reserves the right to withhold commissions for periods in which You do not complete a training module.

## **25. Appropriate content**

When you are representing yourself as an Independent Royaltie Affiliate, you may not: Use rude, offensive, or vulgar content in any advertising or Royaltie-sponsored online forum; disparage Royaltie, other Royaltie Affiliates, Royaltie's products, the Compensation Plan, or Royaltie's board of directors, officers, or employees. The determination of inappropriate content is at the sole and absolute discretion of Royaltie.

## **26. Print**

Marketing materials are available for free download in the Back Office. These items may be personalized with your contact information (name, email, URL, phone, Title) without prior approval. If you produce and distribute your own marketing materials, including apparel, or if you alter corporate materials, your materials must comply with the Style Guide. Materials produced for you by a third party must be submitted to Royaltie for review and approval. A Limited License to Reproduce Royaltie Intellectual Property form is required for all materials that contain Royaltie intellectual property produced by a third-party. Any materials you submit may be stored in Royaltie's library for use by other Royaltie Affiliates. Materials posted in this library may be personalized with your contact information (name, email, URL, phone, Title) and do not need to be resubmitted for approval prior to use. If you wish to distribute print materials (fliers, brochures, etc.) at a business, public, or government facility (schools, libraries, etc.), first obtain permission from that location. You may not place print materials on doors or windshields.

## **27. Web**

Personal Affiliate Link (PAL): When you enroll as a Royaltie Affiliate, you receive a personalized affiliate link to facilitate enrollments and online purchases for your Customers. This is the only online channel where sales can take place and the only way to enroll new Affiliates with you as the Sponsor. You may not alter the branding of the PAL or use your PAL to promote, market, or sell non-Royaltie products, services, or business opportunities.

Affiliate External Websites: You are allowed one (1) External Website to brand yourself and promote Royaltie's products and opportunity and one (1) Team website for the purposes of connecting with and training your Team.

1. External Website:

- a. The sole purpose of your External Website must be to refer visitors to your Royaltie PAL and to social networking sites that you use to promote Royaltie's products and opportunity (e.g., Facebook, Twitter, Instagram, Pinterest, etc.).
- b. All orders must be placed through your PAL or via Royaltie Support.
- c. You may not monetize your external Royaltie website via outbound links, affiliate programs, Google AdSense, or other similar methods.
- d. An External Website must contain a button redirecting to Royaltie.com.
- e. Your External Website must maintain current images and accurate information.

2. Team Website:

- a. Your Team website may not have links to your PAL or External Website.
- b. Your Team website must be password protected or available only to a closed group.

Blogs: A blog developed for the primary purpose of marketing or promoting Royaltie products or the Royaltie opportunity is considered an External Website and must follow the standards listed above. Blogs that are developed primarily for other purposes that also mention Royaltie and/or direct traffic to your PAL or External Website do not need to be registered.

Mobile applications: You may not create or distribute a mobile application, or app, to promote Royaltie's products or opportunity. You may optimize your External Website for mobile devices. [SEP]

## **28. Social**

You may use social networking sites (Facebook, Instagram, Pinterest, Twitter, etc.) to promote Royaltie's products and opportunity. You may upload, submit, or publish any Royaltie-related video, audio, or photo content that you develop and create as long as it is in compliance with the Agreement. You may not upload, submit, or publish as your own any content received from Royaltie or substantive content (including, but not limited to, trade secrets, event presentations, product concepts, etc.) captured at official Royaltie events or in buildings owned or operated by Royaltie without prior written permission from Royaltie. You may not post your URL or solicit recruits or sales on any corporate Royaltie social media presence page.

## **29. Conflicts of interest**

You and members of your Immediate Household may participate in other direct selling ventures (including party plan, network marketing, and multilevel marketing), subject to the following conditions:

You may not cross market, i.e. promote other companies or products together with Royaltie's opportunity or products;

You may not cross promote, i.e. attempt to recruit Royaltie Affiliates for other direct selling business ventures, either directly or through a third party. What constitutes cross promoting is at Royaltie's sole and absolute discretion.

## **30. Cross sponsoring**

Enticing a Current Affiliate to leave their line of sponsorship and join your Team is strictly prohibited. You may not enroll, or partner with, a former Affiliate who was enrolled in a different line of sponsorship, prior to them being eligible for Reinstatement.

## **31. Selling to other Affiliates**

If you facilitate a meeting or training for other Affiliates, you are permitted to charge a reasonable fee to recoup the costs incurred. This is NOT to be considered or treated as a potential profit stream. Be prepared to share



financial records showing the costs of holding the meeting compared to ticket sales.

You may not sell any products or services to other Royalty Affiliates when such products are related in any way to the conducting or maintaining of a Royalty Account. Additionally, you are prohibited from leveraging Royalty assets, websites, events, or the network of Royalty Affiliates to sell any products or services to other Royalty Affiliates.

### **32. Client information**

Your client database is to be used solely for the purpose of promoting Royaltie's products and opportunity and building your Downline. It may not be sold, copied, or distributed to any person, Affiliate, or entity for any reason. Royaltie may, without prior notice to you, use your client database in connection with marketing and sales promotions, the Royaltie opportunity, or other Royaltie businesses. All Back Office information and reports are confidential and are classified as proprietary information and trade secrets belonging exclusively to Royaltie.

### **33. Targeting other direct sellers**

You may not consciously target the sales force of another direct sales or multi-level marketing company for recruiting purposes. You may not solicit sales representatives from another direct sales company in ways that would cause these representatives to violate the terms of their contracts with their companies. Should you engage in these activities, you risk being sued by these other direct sales companies, and if any lawsuit, arbitration, or mediation is brought against you, Royaltie will not pay any of your defense costs or legal fees, nor will Royaltie indemnify you for any judgment, award, or settlement.

### **34. Income Disclaimer**

Royaltie does not pay commissions for recruiting new Affiliates. Rather, compensation is based solely on product sales, which varies. A Royaltie Affiliate's success will be a direct result of the time and effort they devote to selling the product and leading their team. All pricing is listed in U.S. dollars and commission is paid out in U.S. dollars. Personal compensation should not be posted anywhere online or offline as it is considered enticement by the FTC. The Royaltie Compensation plan should not be posted anywhere online or offline without the income disclaimer attached.

# ROYALTIE.AI

## Affiliate Incentive Program

Direct Sales Revenue	\$250	\$1,000	\$2,500	\$5,000	\$7,500	\$10,000	\$15,000	\$25,000	\$40,000	Over \$60,000
Monthly Commissions	Three = Free	\$365	\$1,000	\$2,000	\$3,000	\$4,000	\$6,000	\$9,000	\$15,000	\$20,000 + 30% Over \$60,000
Team Leadership Incentive	5%									
Customer Referral Incentive	\$50									

■ Affiliate may request immediate payment upon achievement.

■ Affiliate may request immediate payment the first time this is achieved.

### Notes

- To be eligible to participate in the Affiliate Incentive Program, you must maintain 3 active referrals, and your own customer subscription must be paid in full. You must also accept the Affiliate Agreement, including any applicable fees.
- Direct Sales Revenue:** Revenue generated by sales either made by you or by any Customer or Affiliate reporting directly to you.
- Team Leadership Incentive:** Additional monthly commission earned for developing and training a sales team. Calculated as 5% of Total Sales Revenue generated by your team (up to 8 degrees of separation) excluding Direct Sales Revenue described above.

- Customer Referral Incentive:** You will receive a one-time \$50 payment when one of your customers achieves the "Three = Free" customer incentive.
- If the total Team Sales Revenue managed by one Affiliate reporting directly to you exceeds the rest of your Total Sales Revenue combined, this Affiliate's Total Sales Revenue shall be reduced to equal all other Sales Revenue. However, it shall not be reduced by more than 50%.