

Referral Partner Agreement

Introduction

If you would like to join our **Referral Partner Program**, please review the following **Referral Partner Agreement**, and indicate your acceptance of the **Agreement** by clicking the “**I have read, understood, and agree**” button and then click the “**Submit Form**” button.

The purpose of this **Agreement** is to create a clear, working arrangement between you and FLFE. Our mission in Focused Life-Force Energy is to support the optimal conditions for human evolution in an economized society. More freedom, more joy - one person at a time. If you would like to join us in that mission, our Referral Partner Program rewards you when you share FLFE with your family, friends, and followers and they subsequently subscribe to Focused Life Force Energy’s services. Our approach to business as a spiritual path includes growing FLFE in this way, while supporting people like you with the same or similar missions.

Cover Page

This **Referral Partner Agreement**, consisting of this Cover Page and the following Referral Partner Agreement (collectively, this “**Agreement**”), is made and entered into by and between FLFE Innovations Corp. and the ‘**Referral Partner**’ (each as defined below). The **Agreement** shall become binding once you indicate your acceptance of the **Agreement** by clicking the “I have read, understand, and accept” button to the right and then clicking the “Submit” button. FLFE Innovations Corp. and the Referral Partner are sometimes referred to as a “Party”, and together as the “**Parties**”.

As used in this **Agreement**, the following Terms shall have the meanings set forth below:

“FLFE Innovations Corp.” and “FLFE” means FLFE Innovations Corp., Inc., a Canadian company with corporate offices in Nelson, British Columbia, Canada.

“**Referral Partner**”, “you”, “your” and “yours” means YOU, the Referral Partner, the person or company (including Company Name and other information) detailed in the Referral Partner form submitted to FLFE Innovations Corp.

“**Agreement**” means this entire document, including the Introduction, the Cover Page and the Referral Partner Agreement.

“**RPP**” refers to the Referral Partner Program.

“Referral Partner Information” means the information provided to FLFE by the Referral Partner in the Form.

FLFE Innovations Corp. Headquarters and Notice Address:

100-225 Hall Street
Nelson, British Columbia
Canada, V1L 5X4

Telephone: 250-352-9909

Email: rpm@flfe.net

Pre-requisites to becoming an FLFE Referral Partner:

1. You must be a minimum of 18 years of age to participate in the FLFE Referral Partner Program.
2. Referral Partners must maintain an “active” FLFE subscription. If you cease to be an “active subscriber”, you will be contacted by email and given the opportunity to re-subscribe to the service within 30 days. If you do not resubscribe in this time, we wish you well and will assume that you have chosen to leave our Referral Partner Program. You will be removed from the program and forfeit any accrued commission rewards.
3. You are accepted and approved by FLFE to become a qualified Referral Partner.

When you have completed our application process and are accepted as a Referral Partner, you will be provided access to the Referral Partner Control Panel.

FLFE Innovations Corp. may refuse application and deny the referral partnership (including the associated User ID and Password) to any Referral Partner, for whatever reason. FLFE may suspend or terminate a registered membership at any time, without any prior notification, if it is in the highest and best interest of FLFE and all involved, without giving any reason thereof.

The Referral Partner agrees to:

1. Provide accurate, current and complete information about yourself as prompted by FLFE’s application processes or as provided by you.
2. Maintain and promptly update the personal and non-personal data to keep it accurate, current and complete.

If you provide any information that is inaccurate, not current, incomplete, or FLFE Innovations Corp. has reasonable grounds to suspect that such information is untrue, inaccurate, not current, incomplete, or not in accordance with this **Agreement**, FLFE Innovations Corp. has the right to suspend and / or terminate you as a Referral Partner and block your access to the Referral Partner Center.

Referral Partner Agreement

The **Parties** agree as follows:

LICENSE.

Subject to this Agreement and its terms, FLFE Innovations Corp. hereby grants to Referral Partner a free, non-exclusive, non-transferable and revocable license ("License") to share and otherwise market FLFE Innovations Corp. and its service to Referrals, and to use the FLFE Innovations Corp. links, banners and URLs incorporating FLFE logos provided by FLFE Innovations Corp. in the Referral Partner Control Panel ("Licensed Marks," as may be amended by FLFE Innovations Corp. from time to time), and associated materials, language or code for the sole purpose of promoting FLFE Innovations Corp. and its service (collectively, "Marketing Materials").

The license to use the “Licensed Marks” and “Marketing Materials” granted herein is subject to FLFE Innovations Corp.’s guidelines in this **Agreement**, both of which may be updated from time to time by FLFE Innovations Corp. at its sole discretion. FLFE Innovations Corp. may revoke this license at any time by giving the Referral Partner written notice (including via email). FLFE Innovations Corp.’s trademarks and logos ("FLFE Innovations Corp. Marks") are located in the Referral Partner Control Panel.

PROGRAM COMMITMENTS.

The Program: To participate in the Program, the Referral Partner must complete the online application for participation in the Program found on FLFE Innovations Corp.'s website ("Site") and enter into this **Agreement**. FLFE Innovations Corp. may accept or reject any application at its sole discretion.

A Referral Partner is responsible for maintaining the following:

1. The confidentiality of the User ID and Password.
2. Restricted access to their computer, computer system, and computer network so that unauthorized users cannot log in "as you".
3. Adherence to the guidelines in this **Agreement**, particularly in the “**Promotion, Referral Activities**” section below.

If you register as a **Referral Partner** on behalf of a business entity or non-profit organization, you represent that business entity and therefore:

1. You have the authority to bind the entity to the Terms & Conditions of use and/or this **Agreement**.
2. The address you use when registering is the principal place of business of such business entity.

Please submit only accurate, current and complete information about the business entity.

Legal Agreements: As part of its participation in the Program and in acting as FLFE Innovations Corp.'s Referral Partner, the Referral Partner hereby agrees and consents to the terms of this Agreement and the Program, the Guidelines, and any other requests and rules set by FLFE Innovations Corp. from time to time, in its reasonable discretion, in connection with the Referral Partner's ongoing participation in the **RPP** and promotion of FLFE Innovations Corp. and its service to your Referrals. In all its activities under this **Agreement**, and specifically such activities relating to the Referral Partner's promotion of FLFE Innovations Corp. and its service, the Referral Partner shall cooperate with FLFE Innovations Corp. and act in good faith.

Promotion, Referral Activities:

1. The Referral Partner agrees to engage in continued, active promotion of FLFE Innovations Corp. and its service in various marketing channels using the “Licensed Marks” and “Marketing Materials”, and do so in compliance with the Terms and Conditions of this **Agreement**.
2. The Referral Partner agrees not to associate “Marketing Materials” with content that is unlawful in any manner, or which is otherwise harmful, threatening, defamatory, obscene, offensive, harassing, sexually explicit, violent, discriminatory, or otherwise objectionable in any way, at FLFE Innovations Corp.'s sole discretion.
3. The Referral Partner agrees not to engage in any other form of mass electronic communications prohibited by law in connection with activities contemplated under this **Agreement**.
4. **Social Media:** the Referral Partner agrees that any and all of their social media profiles, pages or platform names **do not** include “FLFE” or “Focused Life-Force Energy” to avoid any confusion when people are looking for official FLFE social media resources.
5. The Referral Partner agrees that any promotion making mention of FLFE or its services should be perceived by the public or the media as a joint effort.
6. The Referral Partner agrees that the following are prohibited:

- a. Advertising commonly referred to as "spamming" or "phishing" is completely unacceptable and could cause damage to FLFE and its reputation.
 - b. Other generally prohibited forms of advertising include, but are not limited to, the use of Unsolicited Commercial Email (UCE), postings to non-commercial newsgroups, and cross-posting to multiple newsgroups at once.
 - c. Advertising in any way that effectively conceals or misrepresents your identity, your domain name, or your return email address.
 - d. Engaging in any other form of mass electronic communications prohibited by law in connection with activities contemplated under this Agreement.
7. **Email Promotion:** You may use email mailings to promote FLFE, provided that:
- a) the recipient is already an existing customer or subscriber to your service, product or website, and
 - b) you must offer your recipients the option of removing themselves, at any time, from future mailings and/or subscription lists.
8. **Newsgroups:** You may post to newsgroups to promote FLFE as long as the news group specifically welcomes commercial messages. As a Referral Partner, you agree to clearly represent yourself and your websites as independent from FLFE.
9. **Non-Representation:** The Referral Partner agrees to not imply or misrepresent themselves as an agent, subcontractor or employee of FLFE in any and all marketing materials, including but not limited to, social media platforms, personl websites and printed material.

FLFE Innovations Corp. reserves the right, at any time, to review your placement, promotions and the use of your links and require that you change any of these to comply with the guidelines provided in this **Agreement**. FLFE Innovations Corp. reserves the right to monitor your online presence at any time to determine if you are following the Terms & Conditions of this **Agreement** and if the content associated with FLFE Innovations Corp. published by you is consistent with the content and image of FLFE Innovations Corp.

At any time, should FLFE Innovations Corp. feel that any changes need to be made to your website, or to the appropriateness of your promotion placement, links to our website, or any other recommendations, you will be notified by the RPP Manager by email or phone. If you do not comply and make the changes we suggest are necessary within the specified period of time, we reserve the right to terminate your participation in the FLFE Referral Partner Program.

Prompt compliance is required as a condition of ongoing participation in the Referral Partner Program and is monitored by FLFE Team Members.

The **Referral Partner** expressly agrees to comply with all the Terms and Conditions contained herein in using the "Licensed Marks" and in creating "Marketing Materials".

From time to time, through the Guidelines and otherwise, FLFE Innovations Corp. shall provide specifications and other instructions as to the Referral Partner's permissible use of the "Licensed Marks" in creating "Marketing Materials" and promoting FLFE Innovations Corp. and its service. The Referral Partner further agrees to comply with all such specifications and instructions.

The Referral Partner shall ensure that all "Licensed Marks" appearing on its "Marketing Materials" are in the form approved by FLFE Innovations Corp. in the Guidelines or otherwise, and shall not modify any FLFE Innovations Corp. Marks or otherwise substantially modify other "Marketing Materials" contrary to reasonable instructions provided by FLFE Innovations Corp., and shall further comply with reasonable instructions from FLFE Innovations Corp. as to the form, content and display of "Marketing Materials".

Upon termination of this **Agreement** for any reason whatsoever, or upon written request by FLFE Innovations Corp., the license granted herein shall expire and the Referral Partner shall immediately cease all its activities under this **Agreement**.

Liabilities: The Referral Partner shall be solely responsible for its operations in acting under this **Agreement**, including, without limitation, the legality of the Referral Partner's operations and materials, created and used in connection with this **Agreement**. Except for a claim alleging that a FLFE Innovations Corp. Mark violates a third party's trademark rights, FLFE Innovations Corp. is not responsible for the development, operation or content of the Referral Partner's Marketing Materials and Referral Partner agrees to defend, indemnify and hold FLFE Innovations Corp. harmless against any and all claims, actions, causes of action, damages, or expenses (including attorney fees) relating to the development, operation, content and maintenance of the Referral Partner's Marketing Materials.

Customer Relations: FLFE Innovations Corp. shall be the exclusive owner of all relations created via the Referral Partner among FLFE Innovations Corp. and Referrals with respect to FLFE Innovations Corp. and its service, including any and all information identifying Referrals who contract with FLFE Innovations Corp. for the use of the FLFE Innovations Corp. Service. FLFE Innovations Corp.'s rules and procedures for the FLFE Innovations Corp. Service will apply to these Referrals and may be changed by FLFE Innovations Corp. without prior notice to the Referral Partner. The Referral Partner agrees to convey to Referrals the nature of their relations with FLFE Innovations Corp. under the Terms and Conditions.

QUALIFIED REFERRALS, COMMISSIONS.

"Qualified Referrals" mean Referrals (i) referred by Referral Partner to FLFE Innovations Corp. and who click on the specific Referral Partner link or banner (ii) who subscribe to any of the FLFE Innovations Corp. paid services and (iii) who have paid FLFE Innovations Corp. for its services.

Referral Procedure: Each Referral shall be referred to FLFE Innovations Corp. by the Referral Partner through an unique link or banner provided by FLFE Innovations Corp. to the Referral Partner, which the Referral Partner shall provide to their Referral for use. "Qualified Referrals" must have clicked on the unique link. FLFE Innovations Corp. shall be responsible for the sales process to all Referrals.

REWARDS.

The Referral Partner agrees that in order to assist FLFE with start-up costs, referrals that result in a paid subscription are accumulated and not paid until the Referral Partner reaches the first five (5) paid referrals. Once that occurs, at the next normal payment time (end of each month), accumulated referral commissions will be paid and paid out monthly thereafter.

Note: The Referral Partner agrees that if they do not reach five (5) paid referrals after 4 months in the FLFE **RPP**, they will receive notifications and assistance from FLFE. If by six (6) months the Referral Partner has not reached five (5) paid referrals, they will be removed from the FLFE **Referral Partner Program**.

Referral Rewards: For "Qualified Referrals", FLFE Innovations Corp. shall pay the Referral Partner referral fees of 20% on paid referred subscriptions. Such Referral Fees shall become payable and be paid out to the Referral Partner after the first five (5) referrals (see above) by the end of the month that follows the month of the paid subscription. (For example: a reward payment is made in late February for Referrals who subscribed in January.) Referral fees are paid out via Paypal only.

Associated Charges: The Referral Partner shall be responsible for payment of all taxes, duties, governmental charges and other such charges levied on the Referral Fees, and the Referral Partner shall

indemnify, defend and hold FLFE Innovations Corp. harmless from and against any claims arising out or relating to all charges emanating from FLFE Innovations Corp.'s payment of Referral Fees.

Sales/Reward Reports: FLFE Innovations Corp. shall provide the Referral Partner with access to the Referral Partner Control Panel where they can access payment reports in the “My Ledger” section.

***Note:** The Referral Partner agrees that they are responsible for checking their referral reports in the “My Ledger” section of the Referral Partner Control Panel and **IF** they notice that there is a paid Referral they are aware of that is not in the referral report **AND** they wish the subscriber to be added as their Referral, they must let the Referral Partner Manager know within **30 days of the original start date of the paid subscription**. The Referral Partner agrees that after 30 days, the Referral cannot be added to their account.

TERMINATION.

FLFE Innovations Corp. shall have the right to terminate this **Agreement**, at any time, for any reason, by giving notice in writing to the Referral Partner.

Effect of Termination: From and following the date of termination of this **Agreement**, the Referral Partner's rights under this **Agreement** shall terminate, and the Referral Partner shall not be entitled to receive any Referral Fees or any further payments under this **Agreement** other than commissions or payments earned or accrued prior to termination of this **Agreement**.

GENERAL.

Modification of Agreement: FLFE Innovations Corp. may modify this **Agreement** from time-to-time at its reasonable discretion by notifying the Referral Partner via email. If the Referral Partner objects to any such change, the Referral Partner may choose to terminate this **Agreement** for cause. The Referral Partner's continued participation in the Program following receipt of notice about changes to this **Agreement** shall constitute binding acceptance of this **Agreement** as amended.

Assignment: FLFE Innovations Corp. may assign this **Agreement** at any time. The Referral Partner may not assign or transfer this Agreement without FLFE Innovations Corp.'s prior written consent, such consent not to be unreasonably withheld.

Intellectual Property Rights: All intellectual property rights (such as, but not limited to trademarks, trade names, logos, patents, copyrights, domain names and derivative rights) in FLFE Innovations Corp. Marks, FLFE Innovations Corp., its service and related content and technology around the world (“FLFE Innovations Corp. IP Rights”) are and will remain the exclusive property of FLFE Innovations Corp. and its subsidiary companies. The License granted by FLFE Innovations Corp. to the Referral Partner is granted solely under the Terms of this **Agreement** and in furtherance of its objectives. The Referral Partner's right to use the “Licensed Marks” is at the discretion of FLFE Innovations Corp. and is subject to the Referral Partner's compliance with the Terms and Conditions of this **Agreement**, Guidelines, and with all applicable laws and regulations.

The Referral Partner agrees to: (a) not use any FLFE Innovations Corp. IP Rights in any manner reasonably likely to breach this **Agreement**; (b) not do anything to contest or impair any of FLFE Innovations Corp.'s IP Rights; (c) not create or obtain any intellectual property rights (such as, but not limited to, trademarks, trade names, logos, patents, copyrights, domain names and derivative rights) that are substantially similar to any FLFE Innovations Corp. IP Rights; (d) promptly notify FLFE Innovations Corp. of any unauthorized

use of any FLFE Innovations Corp. IP Rights of which the Referral Partner has actual knowledge; and (e) always use the “Licensed Marks” and any other FLFE Innovations Corp. Marks in compliance with the Guidelines. FLFE Innovations Corp. may perform periodic reviews of any “Marketing Materials” presented by the Referral Partner, and shall have the exclusive authority and discretion to order the amendment and / or removal of any “Marketing Materials” presented by the Referral Partner.

No Waiver: Either Party's failure to enforce the other Party's strict performance of any provision of this **Agreement** will not constitute a waiver of the first Party's right to subsequently enforce such provision or any other provision of this **Agreement**.

Limited Warranty: Both Parties warrant that at all times while this **Agreement** is in effect, they will comply with all applicable laws, regulations, codes of practice, as well as the Terms of this **Agreement**. While a Referral Partner, and after termination of this **Agreement** for any reason whatsoever, the Referral Partner expressly undertakes to not do anything that might reasonably be expected to damage the business, interests, or reputation of FLFE Innovations Corp. and / or any of its stakeholders and will not make, publish or allow to be made or published, any disparaging remarks concerning FLFE Innovations Corp., its representatives, stakeholders or the FLFE Innovations Corp. service.

Disclaimer of Warranty: Other than FLFE Innovations Corp.'s express warranty under the previous subsection, FLFE Innovations Corp. makes no other warranty, express or implied, of any kind and FLFE Innovations Corp. expressly disclaims any and all warranties and conditions, including, but not limited to, any implied warranty of merchantability, fitness for a particular purpose, availability, security, title, and/or non-infringement of the subject matter of this **Agreement**.

Limitation of Liability: Neither FLFE Innovations Corp. nor any officer, employee, director or any other representative of FLFE Innovations Corp. shall be liable towards the Referral Partner or towards any third party, under or in connection with this **Agreement** or its termination, in contract, pre-contract, tort or otherwise for: (i) any economic loss (including loss of revenues, profits, contracts, business or anticipated savings) or (ii) any loss of goodwill or reputation. Such losses include, without limitation, any special, indirect, incidental, statutory, punitive or consequential losses or damages, as well as any losses or damages caused by interruption of operations. Notwithstanding any other circumstances or understandings surrounding any relations among the **Parties**, FLFE Innovations Corp.'s entire liability to the Referral Partner under this **Agreement** shall not exceed \$100 U.S. for any and all claims for damages of any kind made by the Referral Partner under this **Agreement**. By entering this **Agreement**, the Referral Partner recognizes the limitations herein of FLFE Innovations Corp.'s liability.

Independent Contractors: The **Parties** herein act on their own behalf as an independent contractor. Nothing in this **Agreement** shall create or constitute any joint venture, agency, franchise, sales representative, employment or any other relationship between the **Parties** beyond the relations set out in this **Agreement**, and the Referral Partner is expressly precluded from acting on FLFE Innovations Corp.'s behalf. The Referral Partner's display of “Licensed Marks” under this **Agreement**, other content presented by the Referral Partner, or contact between the Referral Partner and third parties, shall not misrepresent the relations described herein.

Indemnification: The Referral Partner will indemnify, defend and hold FLFE Innovations Corp. and its subsidiaries, affiliates, officers and employees (the "FLFE Innovations Corp. Indemnified Parties") harmless from and against any and all costs, liabilities, losses and expenses (including, but not limited to, reasonable

attorneys' fees) resulting from any claim, suit, action, demand or proceeding brought by any third party against FLFE Innovations Corp. and its Indemnified Parties arising from any of the following:

(i) a breach of the **Agreement** by Referral Partner; (ii) the negligence, gross negligence or willful misconduct of the Referral Partner or its employees, agents or contractors; or (iii) a failure by the Referral Partner or its employees, agents, contractors or invitees to comply with the laws and regulations referenced hereinbefore.

Confidential Information and Prohibition on Raiding: Each of the **Parties** guarantees that all information of a confidential nature received from the other Party before, during and after the conclusion of the **Agreement** shall remain confidential. Information shall, in any event, be considered confidential if related to the Referrals' information or if designated as confidential by either of the **Parties**. Neither Party shall, for the duration of this **Agreement** and for one (1) year after termination thereof, seek to hire, employ or solicit any employee of the other Party, or have such employee work for such Party, either directly or indirectly.

Force Majeure: A Party shall not be obliged to perform any of its obligations herein if it is prevented from doing so by a situation of force majeure. "Force majeure" events shall include events beyond the reasonable control of the Parties, including acts of God, acts of nature, acts of government, strikes or riots, as well as improper performance by FLFE Innovations Corp.'s suppliers or defects in objects, materials or software of third parties. If a situation of force majeure lasts for more than thirty (30) days, either Party may terminate this **Agreement** upon notice in writing to the other Party.

Counterparts; Notices: This **Agreement** may be signed in counterparts and such counterparts shall be valid and binding on the **Parties** hereto with the same effect as if original signatures had been exchanged. All notices relating to this **Agreement** shall be delivered via email or next-day mail to the addresses detailed in the Cover Page.

Entire Agreement; Severability: This **Agreement** represents the entire agreement among the **Parties** regarding the subject matter thereof and the Parties' respective obligations and commitments herein. No other documents, written agreements or verbal agreements among the **Parties** reflect in any way on the agreements laid out in this **Agreement**, and this **Agreement** may not be modified except in a writing executed by both parties. Whenever possible, each provision of this **Agreement** shall be interpreted in such a manner as to be effective and valid under applicable law, but if any provision of this **Agreement** shall be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this **Agreement**.

GOVERNING LAW; JURISDICTION; DISPUTE RESOLUTION.

This **Agreement** shall be governed by the laws of the province of British Columbia, Canada, without giving effect to any principles of conflicts of law. Jurisdiction shall lie exclusively in the Courts of British Columbia, Canada. The sole and exclusive jurisdiction and venue for any litigation arising out of this **Agreement** shall be an appropriate federal or provincial court located in the province of British Columbia, and the **Parties** agree not to raise, and hereby waive, any objections or defenses based upon venue or forum non conveniens. Prior to initiating any legal action arising under or relating to this **Agreement**, one Party

shall provide the other Party with written notice of a dispute and the **Parties** shall actively and in good faith negotiate with a view to speedy resolution of such dispute within ten (10) business days of the receipt of such notice.

By clicking the **“I have read, understood, and agree” button** and then clicking on the "Submit Form" button, the Referral Partner represents and warrants that it has read, understands and accepts this binding **Agreement**.