CashFlowNFT Affiliate Agreement

1. **Definitions**

Affiliate: A natural/legal person that has right to market or

advertise the services of the CashFlowNFT

Affiliate Account:

Bonus Plan: Bonus Plan of CashFlowNFT

Boogie Gopher Club:

Commissions & Global Bonus

Plan:

Consent to Electronic Record: Electronic Signature or E-SIGN:

Policies & Procedures: Policies & Procedures of CashFlowNFT

Replicated Website:

2. Terms & Conditions

- 2.1. By signing this CashFlowNFT Affiliate Agreement ("the Agreement"), the Affiliate undertakes to refer third-party user/s to CashFlowNFT and agrees not to be part of the relationship between user/s and CashFlowNFT.
- 2.2. The Affiliate will be entitled for a commission, as agreed between Parties, provided that the third user/s deliver such services by the Affiliate's advertising or marketing of CashFlowNFT services.

2.3. The Affiliate shall;

- a. have the right to offer for sale the Company's products and services in accordance with these Terms and Conditions.
- b. have the right to enroll persons in the Company.
- c. have the right to earn "affiliate" commissions pursuant to the aforementioned plan provided that the requirements stated in Commission & Global Bonus Plan are fulfilled
- 2.4. The Affiliate accepts and declares to use the Company's Marketing, Commissions, Global Bonus Plan, Products and Services, among other revenue generating instruments offered by the Company as set forth in official the Company literature, as may be amended from time-to-time, as is.
- 2.5. The Affiliate accepts and declares that as an Independent Affiliate for the Company, he/she will be an independent contractor, and not an employee, partner, legal representative, or franchisee of the Company.

- 2.6. The Affiliate will operate, legal or equitable, in only one Affiliate Account, unless expressly permitted in writing by the Company. If the Company detects that the Affiliate is operating multiple accounts, the Company will terminate the duplicate account(s), leaving only the Affiliate account created first. The Affiliate is specifically prohibited from creating duplicate accounts to change lines of sponsorship, manipulate the Commission & Global Bonus Plan, or circumvent the Agreement in any way. The Affiliate may have a beneficial interest in more than one member account if he/she receives an interest in another account as an inheritance (through a direct inheritance or as a beneficiary by any other means) from another member, provided that the Company is notified regarded of the inheritance in writing and the Company approves of the transfer in writing.
- 2.7. Directly or indirectly cross-team recruiting or sponsoring is strictly prohibited and will not be tolerated. "Cross Team recruiting" is defined as;
 - a. the enrollment, indirect or otherwise, of an individual or entity that already has a current membership with the Company, or who has had an Agreement within the preceding six (6) calendar months, within a different line of sponsorship,
 - b. training current the Company members from different lines of sponsorship how to change sponsors in a non-permitted way in order to facilitate their move to your organization.
 - c. aiding, encouraging, or facilitating the actions outlined in (i) or (ii) of this definition

The use of a spouse's or relative's name, trade names, DBAs (Doing Business As), assumed names, corporations, Tax Identification Numbers, or fictitious identification numbers to circumvent this policy is strictly prohibited. Affiliate may not demean, discredit, or defame another Company member, especially in an attempt to entice another member to become part of your marketing organization. The Company reserves the right to terminate your sales organization for failure to comply with this policy.

- 2.8. The Affiliate accepts and undertakes to not interfere with the relationship between the Company, CashFlowNFT, and other and any person engaged as a consultant, contractor, and/or with any business entities or not solicit, divert, contact, or call upon user's of the Company, CashFlowNFT, and Boogie Gopher Club with the intent of doing business. If In case the Affiliate violates this obligation, the Agreement may be terminated immediately by the Company without any compensation.
- 2.9. The Affiliate accepts and declares to not describe himself/herself as an agent of the Company and will not act, authorize or permit any person to act as an authorized or permitted person to bind the Company to a third party in any way.
- 2.10. The Affiliate accepts and undertakes to not act and/or operate on behalf of another user/s by collecting funds resulting in "group" purchases without written authorization of the Company and all policies being signed by all parties involved. Funds/transactions must

be processed directly from the Company and user/s directly.

- 2.11. The Affiliate accepts and declares that he/she will be solely responsible for paying all expenses incurred by myself, including but not limited to travel, food, lodging, secretarial, office, long distance telephone and other expenses.
- 2.12. The Affiliate SHALL NOT BE TREATED AS AN EMPLOYEE OF THE COMPANY FOR ANY TAX PURPOSES. The Company shall not be responsible for withholding and shall withhold or deduct from my bonuses and commissions, if any, or taxes of any kind. The Affiliate will be required to report his/her earnings according to any applicable tax laws and the Company will have no liability in this regard.
- 2.13. The Affiliate accepts and declares that he/she have carefully read and agree to comply with the Company's Replicated Website and Privacy Policy, Consent to Electronic Record contained herein, Bonus Plan and the Policies & Procedures all of which are incorporated into and made a part of these Terms and Conditions (these documents shall be collectively referred to as the "Agreement"). The Affiliate may reach the Replicated Website and Privacy, the Bonus Plan and the Policies & Procedures at Policies & Procedures page.
- 2.14. The Affiliate undertakes to be in good standing, and not in violation of the Agreement, to be eligible for bonuses or commissions from the Company.
- 2.15. The Affiliate accepts and declares that the Agreement may be amended at the sole discretion of the Company and agrees to abide by all such amendments. Notification of amendments shall be posted on the Company's website or in Affiliate Account. Amendments shall become effective immediately upon release and notice unless otherwise specified by the Company. The continuation of the Affiliate's business or acceptance of bonuses or commissions after the effective date of any amendment shall constitute his/her acceptance of all amendments to all the policy documentation that comprises this Agreement. The Affiliate accepts and declares to refer to these materials regularly and promptly. The Company will not be held liable or responsible in any manner of compensation should users incur personal losses arising from ignorance or negligence of the announcements.
- 2.16. In rendering the services hereunder and in connection with the Agreement in Section 2.3. above to present the Company's Marketing, Bonus Plan, products and services, among other revenue generating instruments offered by the Company as set forth in official Company literature, the Affiliate accepts and declares to comply with all applicable laws and the rules and regulations of self-regulatory agencies applicable to the presentation and sale of the Company's Marketing, Commissions, Bonus Plan, products and services, among other revenue generating instrument.

3. Final Provisions

3.1. The term of this Agreement is one year, automatically renewing each year, (subject to prior cancellation pursuant to the Policies & Procedures). If it is canceled or terminated

for any reason, the Affiliate shall lose any rights within scope of this Agreement. The Affiliate shall not be eligible to sell the Company's products and services and eligible to receive commissions, bonuses, or other income resulting from the activities of his/her former sales organization. In the event of cancellations, termination or nonrenewal, the Affiliate accepts and declares that he/she waives all rights, including but not limited to property rights, to his/her former sales organization and to any bonuses, commissions or other remuneration derived through the sales and other activities of his/her former organization.

- 3.2. The enroller or co-signee of this Agreement who as a guardian or parent of a minor that is at least 16 years of age, accepts and declares that a hold will be placed in the Affiliate Account unless the Affiliate re-sign this Agreement within three months of their 18th birthday.
- 3.3. The Company reserves the right to terminate this Agreement upon 7 days' notice if the Company elects to: (1) cease business operations; (2) dissolve as a business entity; or (3) terminate distribution of its products and/or services via direct selling channels.
- 3.4. An Affiliate may cancel this Agreement at any time, and for any reason, upon written notice to the Company through the Company's support email.
- 3.5. The Company may terminate this Agreement upon 30 days' notice at any time, and for any reason.
- 3.6. The Affiliate may not assign any rights under the Agreement without the prior written consent of the Company. Any attempt to transfer or assign the Agreement without the express written consent of the Company renders the Agreement voidable at our sole discretion of the Company and may result in termination of my business.
- 3.7. The Affiliate understands that if he/she fails to comply with the Terms and Conditions or provisions of this Agreement, the Company may, at its discretion, impose upon me disciplinary sanctions as set forth in the Policies & Procedures. In case of breach, default or violation of this Agreement due to the Affiliate's negligence, Company reserves its right to terminate this Agreement and in case of the termination, the Affiliate shall not be entitled to receive any entitled and/or further bonuses or commissions, whether the sales for such bonuses or commissions have been completed and shall lose all his/her rights within scope of this Agreement.
- 3.8. The Affiliate agrees that the Company may deduct, withhold, set-off, or charge to any form of payment he/she has previously authorized, any amounts he/she owes or is indebted to the Company.

- 3.9. The Company, its parent or affiliated companies, brands, directors, officers, shareholders, employees, assigns, and agents (collectively referred to as "affiliates"), shall not be liable for, and the Affiliate releases and hold harmless the Company and its affiliates from, all claims for consequential and exemplary damages for any claim or cause of action relating to the Agreement. The Affiliate further agrees to release and hold harmless the Company and its affiliates from all liability arising out of or relating to the promotion or operation of his/her business and any activities related to this Agreement (e.g., the presentation of the Company's products or Compensation and Marketing Plan, etc.), and agree to indemnify the Company and its affiliates for any liability, damages, fines, penalties, or other awards arising out of any unauthorized conduct that the Affiliate undertake in operating his/her business.
- 3.10. The Agreement, in its current form and as amended form by the Company, at its discretion, constitutes the entire contract between the Company and the Affiliate. Any promises, representations, offers, or other communications not expressly set forth in the written Agreement has no force or effect.
- **3.11.** Any waiver by the Company of any breach of the Agreement must be in writing and signed by an authorized officer of the Company. Waiver by the Company of any breach of the Agreement by the Affiliate shall not operate or be construed as a waiver of any subsequent breach.
- 3.12. If any provision of the Agreement is held to be invalid or unenforceable, such provision shall be severed, and the severed provision shall be reformed only to the extent necessary to make it enforceable and make it serves the interests of the Parties. The balance of the Agreement shall remain in full force and effect.
- 3.13. This Agreement will be governed by and construed in accordance with the laws of the country where registered. In the event of a dispute between the Affiliate and the Company arising out of or relating to the Agreement, or the rights and obligations of either Party, the Parties shall attempt in good faith to resolve the dispute through nonbinding mediation as more fully described in the Policies & Procedures. The Company shall not be obligated to engage in mediation as a prerequisite to disciplinary action against the Affiliate. If the Parties are unsuccessful in resolving their dispute through mediation, the dispute shall be settled totally and finally by arbitration as more fully described in the Policies & Procedures.
- 3.14. Notwithstanding the foregoing, either Party may bring an action before the courts seeking a restraining order, temporary or permanent injunction, or other equitable relief to protect its intellectual property rights, including but not limited to user/s and/or distributor lists as well as other trade secrets, trademarks, trade names, patents, and copyrights, etc. The Parties may also seek judicial enforcement of an arbitration award. In all actions before the courts, the Parties consent to exclusive jurisdiction where holding companies operate.

3.15. No usage of trade or other regular practice or method of dealing between the parties will be used to modify, interpret, supplement, or alter the terms herein.

Consent to Electronic Record

The Affiliate consents to entering into an electronic agreement with the "Company and to the storage of electronic records of approvals.

Please read the following information carefully.

Should the Affiliate enter into an online Agreement, the Affiliate shall not be required to submit a paper application. The entire agreement between the Affiliate and the Company will be evidenced by an electronic record. To enter into the Agreement, the Affiliate must additionally electronically acknowledge that he/she agrees to the Agreement Terms and Conditions, the Replicated Website and Privacy Policy, the Commissions & Bonus Plan, and the Policies and Procedures.

To access these documents and enter into the Agreement, the Affiliate will need the following hardware and software: A Personal Computer ("PC") with internet access, operational Internet browser software (e.g., Mozilla Firefox, Google Chrome, Safari, or Internet Explorer), and Adobe Acrobat Reader or a smartphone with the ability to install the Company mobile application via download from Apple or Google Play. Should there ever be a change in the equipment or software necessary to access the terms of the Agreement, the Company will advise the Affiliate of the same and will provide a list of the equipment and software that is necessary. Upon such an event, the Affiliate may withdraw his/her consent.

The Affiliate's consent will apply to all transactions between the Affiliate and the Company.

The Affiliate will be provided with a Replicated Website issued by the Company as defined in Affiliate Account. The Affiliate may withdraw his/her consent to the use of electronic records at any time. However, should the Affiliate do so, the Agreement will be automatically terminated. To withdraw the consent (and thereby terminate the Agreement), or update any personal information, the Affiliate may do so by logging into Affiliate Account and notifying the Company of election to withdraw this consent or to update the personal information. Alternatively, the Affiliate may notify the Company by submitting a ticket through the Company's member support site.

By entering into the Agreement, the Affiliate agrees that the Company may amend the same (including the Agreement Terms and Conditions, the Replicated Website and Privacy Policy, the Commissions & Bonus Plan, and the Policies and Procedures) at its sole discretion at any time.

CASHFLOWNFT (THE "COMPANY") AFFILIATE APPLICATION AND AGREEMENT IS A LEGAL AGREEMENT BETWEEN YOU AND THE

COMPANY. THE COMPANY IS WILLING TO EXTEND TO YOU THE RIGHTS AND BENEFITS OUTLINED IN THE AGREEMENT ONLY UPON THE CONDITION THAT YOU ACCEPT ALL OF THE TERMS CONTAINED IN THIS AGREEMENT, INCLUDING THE AGREEMENT TERMS AND CONDITIONS, THE REPLICATED WEBSITE AND PRIVACY POLICY, THE BONUS PLAN, AND **POLICIES** AND PROCEDURES, AND THE BUSINESS REGISTRATION FORM (THE BUSINESS ENTITY REGISTRATION FORM IS ONLY APPLICABLE TO THOSE WHO ENROLL USING A BUSINESS ENTITY SUCH AS A CORPORATION, LLC, PARTNERSHIP, ETC., RATHER THAN IN THEIR INDIVIDUAL CAPACITY). IN ORDER TO COMPLETE THE APPLICATION PROCESS, YOU MUST INDICATE THAT YOU HAVE READ AND AGREE TO ABIDE BY THE TERMS CONTAINED IN THESE DOCUMENTS INCLUDING THE COMPANY'S RETURN AND REFUND POLICY BY CLICKING I AGREE BELOW.

This Application will not be "signed" in the sense of a traditional paper document. To "sign" this Application, please check the indicated "Agree" button and provide your consent. By providing your consent, you also confirm that you are able to access all the terms of the Agreement electronically.