

EKONOMX AFFILIATE AGREEMENT

1. Authorization and Contract. By executing this Affiliate Agreement (“Affiliate Agreement”), you apply for legal authorization to participate in and enter into contract with EkonomX Global Inc, hereinafter the “Company.” You acknowledge that prior to signing you have received, read and understood the Company Income Disclosure Statement, that you have read and understood the Company Policies and Procedures, which are incorporated into this Agreement and made part of it as if restated in full, as posted on www.EkonomX.com, and that you have read and agree to all terms set forth in this Agreement. Company reserves the right to reject any application for any reason within thirty (30) days of receipt.

2. Expiration, Renewal, and Termination. The term of this Agreement is one year (subject to prior non-renewal, cancellation or disqualification as provided in the Policies and Procedures). At the end of the year, this Agreement shall automatically renew unless you alert the Company to your cancellation. If you choose not to renew your business or experience cancellation and/or termination, you understand that you will permanently lose all rights as an Affiliate. You shall not be eligible to sell the Company’s services, nor shall you be eligible to receive royalties, bonuses, or other income resulting from the activities of your former downline sales organization. In the event of cancellation or termination, you waive all rights you have, including but not limited to property rights, to your former downline organization and to any bonuses, commissions or other remuneration derived through the sales and other activities of your former downline organization. The Company reserves the right to terminate all Affiliate Agreements upon thirty (30) days’ 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. Affiliate may cancel this Agreement at any time, and for any reason, upon written notice to the Company at its principal business address. The Company may cancel this Agreement for any reason upon thirty (30) days advance written notice to Affiliate. Moreover, the Company may also take actions short of termination of the Agreement should the Company find a Affiliate breaches any of its provisions.

3. Independent Contractor Status. You agree this authorization does not make you an employee, agent, or legal representative of the Company or your Sponsoring Affiliate. As a self-employed independent contractor, you will be operating your own independent business, buying and selling services available through the Company on your own account and through your own volition. It will be your sole responsibility to account for such income with regards to all applicable tax laws and regulations.

4. Presenting the Plan. You agree when presenting the Company Compensation Plan to present it in its entirety as outlined in official Company materials, emphasizing that sales to end consumers are required to receive compensation in the form of bonuses on downline volume. In presenting the plan to prospects, you agree not to utilize any literature, materials or aids not produced or specifically authorized in writing by the Company.

5. Selling the Services. You agree to make no representations or claims about any services beyond those shown in official Company literature. You further agree to sell services available through the Company only in authorized territories.

6. Risk with EkonomX Services. Company makes no guarantees, warranties, or representations as to the rate by which Company algorithms or educational services may affect your own independent trading. All Affiliates understand and agree that the Company is not liable for any loss suffered in the facilitation, conduct and oversight of the EkonomX services. Furthermore, you acknowledge that you have conducted sufficient due diligence with regards to the risks associated with your individual trading and recognize the risk that financial loss(es) may occur.

7. EkonomX Proprietary Information and Trade Secrets. You recognize and agree that, as further set forth in the Policies and Procedures, information compiled by or maintained by Company, including Line of Sponsorship (LOS) information (i.e., information that discloses or relates to all or part of the specific arrangement of sponsorship within the Company business including, without limitation, Affiliate lists, sponsorship trees, and all Company Affiliate information generated there from, in its present or future forms), constitutes a commercially advantageous, unique and proprietary trade secret of the Company. The Company treats this information as proprietary and confidential, and therefore the information represents a trade secret. During the term of your contract with EkonomX, the Company grants you a personal, non-exclusive, non-transferable and revocable right to use trade secret, confidential, and proprietary business information (Proprietary Information), which includes, without limitation, LOS information, business reports, manufacturing and service developments, and Affiliate sales, earnings and other financial reports to facilitate your business.

8. Non-Solicitation Agreement. In accordance with the Policies and Procedures, you agree that during the period while you are an Affiliate, and for six (6) calendar months following resignation, non-renewal, or termination of your business, you will not encourage, solicit, or otherwise attempt to recruit or persuade any other EkonomX Affiliates or Clients to terminate their agreements or compete with the EkonomX business.

9. Images / Recordings / Consents. You agree to permit the Company 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 the Company for any lawful purpose, and without compensation.

10. Modification of Terms. The terms of this Agreement may be modified as specified in Rule 1 in the Policies and Procedures.

11. Time Limitation. If an Affiliate wishes to bring an action against EkonomX for any act or omission relating to or arising from the Agreement, such action must be brought within six (6) months 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.

12. Jurisdiction and Governing Law. The formation, construction, interpretation, and enforceability of your contract with EkonomX as set forth in this Agreement and any incorporated documents shall be governed by and interpreted in all respects under the laws of the State of Nevada without regard to conflict of law provisions. Louisiana residents: notwithstanding the foregoing, Louisiana residents may bring an action against EkonomX, INC with jurisdiction and venue as provided by Louisiana law.

13. Dispute Resolution. All disputes and claims relating to EkonomX, its products and services, the rights and obligations of a Affiliate and EkonomX, or any other claims or causes of action relating to the performance of either a Affiliate or EkonomX under the Agreement or the EkonomX Policies and Procedures shall be settled totally and finally by arbitration as enumerated in the Policies and Procedures in Las Vegas, Nevada, or such other location as EkonomX prescribed, in accordance with the Federal Arbitration Act and the Commercial Arbitration Rules of the American Arbitration Association, except that all parties shall be entitled to discovery rights allowed under the Federal Rules of Civil Procedure. **Additionally, you agree not to initiate or participate in any class action proceeding against EkonomX, 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 EkonomX 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.

14. Refund Policy. EkonomX offers a seven (7) day satisfaction guarantee on all initial fees paid to the Company. All subsequent fees are nonrefundable. The digital nature of the service and the immediacy of the benefits make any possibility for a longer refund period commercially impractical.

15. 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 EkonomX and supersedes any prior agreements, understandings and obligations between you and the Company concerning the subject matter of your contract.

16. Notice of Right to Cancel. To cancel your business with the Company, deliver electronic notice to the Company.