



POSITIVE PRIME REWARDS AGREEMENT FOR AN INDEPENDENT AFFILIATE

Date: _____

Between

Positive Prime Technology

ABN 20630401795

And

_____ (“Independent Affiliate” or “You” as context requires)

(collectively known as “The Parties”)

Hello and Welcome!

I’m Kim Serafini, founder and CEO of Positive Prime, and I am truly grateful for your exciting new involvement with Positive Prime. On behalf of myself and everyone involved in the Positive Prime team, I want to thank you for taking your valuable time to go forward with us in our Positive Prime journey.

So, here is where we are:

- Kim Serafini has created an innovative transformation platform offering revolutionary products & services designed for accelerated and positive learning and change.





- Positive Prime Technology has rights to leverage Kim Serafini's secret formulas, products, services and technologies in a product called a Session and its *Platform* (The Membership Software & Community).
- Positive Prime provides a novel and sophisticated positive psychology and neuroscience-based intervention leveraging technology that integrates empowering and positive thoughts and ideas into the human mind.
- When used as directed, Positive Prime Sessions & other related products and services facilitate positive habits that help the realization of professional and personal goals and other desired lifestyle related changes and outcomes.
- When and if available and approved, You may also act an Official Professional Leader. In this case you may have your Customised Program Published as a Session and hosted on the Platform. In this case, You will have produced positive written statements and key concepts and messages of which are able to be assimilated into a unique Authored Session which is created by Positive Prime Technology.
- For the above point, both Parties will have entered into a separate Positive Prime Publishing Agreement in addition to this related Rewards Agreement as an Independent Affiliate, that governs the respective right and obligations of each Party in respect to the creation, publishing and sale of Positive Prime products and services,
- When and if available and approved, both Positive Prime Technology and You may desire to publish and distribute the Authored Session for viewing and sharing via the Positive Prime Technology website, and when available, the App.





Positive Prime Agrees to the following:

1. To send You a “Welcome Email” and follow up emails and materials which will contain, among other things, instructions on how to operate and benefit from the Positive Prime Programs, Products & Services and how to promote, market and advertise an Authored Professional Session where applicable, and or other Positive Prime products and offerings, Positive Prime Programs and the Positive Prime website.
2. To work with You to help you grow your Positive Prime Independent Affiliate business and assist you where possible as You promote You and your other Professional interests, where possible, through the use of your Authored Professional Session and when that applies, and Positive Prime promotional and marketing channels.
3. To provide You with an account with Positive Prime, a Positive Prime Independent Affiliate referral code and or coded link and access to Positive Prime Affiliate Dashboard to view and inquire on your Positive Prime sales channels.
4. To pay to You the Rewards you will earn as commissions in facilitating the successful selling of Positive Prime products and services in accordance with the Rewards Schedule.
5. To provide You with a supportive community of committed Independent Affiliates as points of contact in order to discuss your the potential of your Positive Prime business needs, ideas, proposal and to also respond to questions, via formal requests on a structured basis.





Independent Affiliate Agrees

1. To use their best endeavors to promote, disseminate and distribute Positive Prime, its products and services and informational materials with the ultimate goal of reaching as many people as possible to imbue positivity and gratitude into their everyday lives.
2. To be responsible for maintaining the secrecy and security of your Positive Prime account, coded links, referral codes and password.
3. To verify your email address. You will not be able to use the website or participate in the Positive Prime Affiliate Program until your email address is verified.
4. To always have a valid, working email account on file with Positive Prime, or we reserve the right to terminate your participation immediately, without any refund of any fees paid or payment of any rewards due.
5. That all agreements, notices, disclosures and other communications that Positive Prime provides to you electronically satisfy any legal requirement and all such communications be in writing.
6. That You are an objective, independent contractor, entrepreneurial in nature, and not an employee, contractor or consultant of Positive Prime and that nothing within this agreement or our interaction with each other is intended to create an employer/employee and or contractor relationship.
7. To be responsible for any or all United States, state, or foreign income taxes and any other tax liabilities that affect or concern the rewards derived by you from sales of the products or services, in your state or location.

REWARDS SCHEDULE





Overview

Positive Prime aims to reach millions of people and share vital messages about positivity. Creating mutually supportive relationships with Positive Prime Technology as a brand, plus any Certified Professionals and Thought Leaders like you is a priority towards that quest.

If you know of other people who you think would also enjoy this journey, Positive Prime would love to hear from you. We will be delighted to meet and share the Positive Prime Rewards Program with the people you refer to us as you facilitate and manage those introductions and developing relationships.

Positive Prime offers commissions and a three tier referral rewards system.

Positive Prime offers rewards to Affiliates based on purchases made by people on the Affiliate's list when the Affiliate's Sales Tracking Link/s and or Referral Code/s is or are used. In addition, Positive Prime pays rewards when an Affiliate refers another Affiliate and people on the referred Affiliate's list make a purchase. If the referred Affiliate refers another Affiliate, the original Affiliate will receive a reward from the sales made through the referred Affiliate of the first referred Affiliate.

People You introduce and who sign up as an Affiliate will form part of your 1st level tier as will people who they sign up as Affiliates (part of your 2nd tier). Sales of Positive Prime programs, products and services to customers through Affiliates in your 1st and 2nd tiers will generate financial rewards payable to you. This extends to a 3rd tier and not beyond or further.

The amount of rewards paid to an Affiliate is dependent on the following factors;

- a) The type of Positive Prime product sold;
 - i. all consumer related products presently attract the same rate of rewards
 - ii. rewards for new products (both for consumers and companies) will be announced as these new products become available for the Affiliate to promote





- b) Whether the buyer used an Affiliate's Sales Tracking link to register with Positive Prime and purchase the product offered;
- c) Whether the buyer is introduced to the Affiliate by;
 - i. being directly introduced to Positive Prime by that Affiliate ("Original Affiliate"); or,
 - ii. being directly introduced to Positive Prime by a first level Affiliate who was directly referred to Positive Prime by the Original Affiliate; or,
 - iii. being directly introduced to Positive Prime by a second level Affiliate who was directly referred to Positive Prime by the first level Affiliate who was referred by the Original Affiliate!

Specifically, the circumstances in, and the rate which an Affiliate is rewarded under this Agreement, is as follows.

Product purchased using Affiliate Sales Tracking Link

Direct Commissions are earned by buyers using Sales Tracking Links and or Referral Codes in conjunction with Affiliate generated marketing effort activities.

- i. If the product was purchased using your Affiliate Sales Tracking Link, you earn 50% of the actual sale amount – **DIRECT COMMISSION**
- ii. If the product was purchased using another Affiliate's Sales Tracking Link and that Affiliate was introduced to Positive Prime by You, then you earn 10% of the actual sale amount – **DIRECT COMMISSION TIER 2**
- iii. If the product was purchased using another Affiliate's Sales Tracking Link and that Affiliate was referred to Positive Prime by an Affiliate you introduced to Positive Prime, then you earn 5% of actual sale amount – **DIRECT COMMISSION TIER 3**





Product purchased by Positive Prime Marketing and Promotional Activities and by any other means

Purchases by users tagged to an Affiliate who buy product without using a specific product related Sales Tracking Link and/or Referral Code.

- i. If the buyer is “tagged” to you, you earn 50% of the actual sale amount – **ORIGINAL RELATED REWARD**
- ii. If the buyer is “tagged” to another Affiliate who You introduced to Positive Prime, you earn 10% of the actual sale amount – **RELATED REWARD TIER 2**
- iii. If the buyer was “tagged” to another Affiliate who was introduced to Positive Prime by an Affiliate who you introduced to Positive Prime, you earn 5% of the actual sale amount – **RELATED REWARD TIER 3**

Potential buyers who use an Affiliate’s Sales Tracking Link &or Referral Code and register with Positive Prime using an email and password are “tagged” to that Affiliate (“Original Affiliate”).

If a buyer who is “tagged” to an original Affiliate, and that buyer later uses another Affiliate’s Sales Tracking Link, to purchase a specific Positive Prime product, there are no RELATED REWARDS paid to the first mentioned Affiliate or the Affiliates they referred for that purchase. In this case, the reward for that sale will be paid according to the rules stated above for purchases using Affiliate Sales Tracking Links.

A buyer will always remain “tagged” to the Original Affiliate that introduced them to Positive Prime (i.e. caused the relationship) for the purposes of any future purchases not using an Affiliate Sales Tracking Link.

Rewards to an Affiliate under this Agreement are only payable in the above transactional instances and are not payable in any other transaction or circumstances.

The circumstances in, and the rate at, which an Affiliate is rewarded under this Agreement is subject to change at the discretion of Positive Prime. You will be provided with notice of any changes made and the changes will come into effect 14 days from the date such notice is sent to you.





Before any Positive Prime Affiliate may be sent their first payment, the Affiliate must submit to Positive Prime identification information. Such identification information shall include, at a minimum, a copy of a government issued picture, identification card (for example, a driver's license). These documents shall be emailed or faxed to Positive Prime as per the instructions requested by Positive Prime at the time of your first payment. It is assumed that these details' remain current at the responsibility of the Affiliate. You will not receive any payment of rewards until such time as you submit the required documentation to Positive Prime.

All rewards payable under this Agreement shall be paid and accounted for on a monthly basis within the first 15 business days after the month ends.

There is a minimum payment amount of USD\$100.00. This is the minimum amount that you must earn before you will be paid any rewards. In any monthly period, your rewards must exceed this amount before you will receive any sums for that period. Rewards below this minimum amount will be held until such time as the total rewards amount owed to the Affiliate equals or exceeds USD\$100.

Rewards are not paid for any sales for which payment has not been received, or for any transaction that has been refunded or rejected for any reason.

Positive Prime is not responsible for paying interest to an Affiliate for accrued but not yet delivered sales payments.

If a transaction incurs a charge-back, or if an online transaction is not completed in every way, no reward payment is due to the Affiliate. If the reward has already been paid, then it will be deducted from an Affiliate's future rewards.

All rewards are paid in US Dollars by PayPal and or Transferwise at the discretion of Positive Prime. An Affiliate who requests bank drafts or transfers will have a processing fee of \$50.00 deducted from the check or direct deposit. This fee may change at any time.





All rewards are calculated based on the actual gross transaction value EXCEPT where the transaction is executed in either the Apple Store or Google Store in which case the reward is calculated on the amount received by Positive Prime excluding Administration fees.

Positive Prime may also charge a per transaction fee for every transaction processed. In the event that a per transaction fee is applied, the amount of the fee can be seen on the website. Any such fee is not a reward and is also deducted from the sums paid by the customer, prior to the calculation of any reward.

If you subsequently terminate your PayPal and or Transferwise account or the account becomes unavailable for any reason, Positive Prime is not responsible for your not receiving the money. Affiliates are individually responsible for always maintaining the necessary account designated by PositivePrime at the time, through which they receive their rewards. If an Affiliate fails to designate an approved account, any sums due will be paid via check and any fees applicable to payments by check or bank draft will be deducted.

FURTHER RIGHTS & AGREEMENTS

TERM & TERMINATION

This Agreement will begin upon your sign-up with the Positive Prime Affiliate Program and will end when either You or Positive Prime terminates your Positive Prime Affiliate status, or if your account is inactive in any continuous twelve month period. An Affiliate may terminate this Agreement at any time, and for any reason, by writing to, or emailing, Positive Prime at the email address listed on the website. Independent Affiliates, as individuals or Corporations, may not transfer this Agreement, or any rights conveyed in this Agreement, to any third party whatsoever.

Positive Prime may also terminate this Agreement at any time, and for any reason, by writing to You as an Affiliate at the email address listed in the Account &/or Affiliate's Profile, with 30 days notice. Positive Prime may transfer this Agreement to any party whatsoever, at any time, and this Agreement shall remain in full force and effect, without notice to You as an Independent Affiliate. However, if this Agreement should terminate for cause due to violation of this Agreement or the Terms and Conditions, this Agreement shall terminate immediately and Affiliate shall forfeit all right to any rewards then due.

RIGHTS TO MODIFY AGREEMENT





Positive Prime may, in good faith, modify any of this Agreement and/or the Terms and Conditions (including the Rewards Schedule), at any time and at its sole discretion, by posting a change notice or a new agreement on the website. These changes will come into force immediately upon posting. Your continued use and participation in the Positive Prime Affiliate Program following the said posting of a change notice or new agreement shall constitute binding acceptance by the Affiliate of the change.

If any modification to this Agreement is not acceptable to You, your only recourse is to terminate this Agreement. Upon termination of this Agreement, You must remove all Positive Prime Affiliate links, Positive Prime references and graphics from your web site, and refrain from publishing same in any manner whatsoever. Positive Prime will also remove all content related to You from its website and will refrain from publishing same in any manner whatsoever.

AS-IS ONLY

There is no warranty or guarantee of any kind with respect to the Positive Prime system as far as reliability, stability, quality or dependability. This means that Positive Prime, or its associates, are not responsible for any loss or damage incurred directly or indirectly due to the use of Positive Prime website, products, services, or any other facet of the system. This shall include, but is not limited to, any system malfunction, period of being inoperative or unavailable, loss of data or discontinuation of service, other inconveniences.

LIABILITY

Positive Prime will not be liable for indirect or accidental damages (loss of revenue, rewards) due to Positive Prime Affiliate system sale tracking failures, rewards processing system failures, losses of database files or backups thereof, attacks on computing resources, computer viruses, the continued viability of their products, any results of "intents of harm" to the program, or acts of God or Nature. Positive Prime makes no claim that the operation of the websites or Positive Prime network will be error-free nor will Positive Prime be held liable for any interruptions or errors.





SPAM & UNSOLICITED COMMERCIAL EMAIL (UCE)

Positive Prime does not tolerate the sending of unsolicited bulk emails (UCE or SPAM) which promote, or make reference to Positive Prime, or any of their associated companies or websites, Partners, or employees, the websites, products or services. The provisions of the Terms and Conditions on the Positive Prime website pertaining to UCE or SPAM shall apply to Affiliate. If, in the opinion of Positive Prime, Affiliate breaches this rule, their Positive Prime Affiliate status shall be cancelled and any outstanding rewards will be forfeited.

UNPROFESSIONAL CONDUCT

Positive Prime and their associated companies operate with the strictest codes of professional conduct. If Affiliate brings Positive Prime or their employees, partners, or associates into disrepute, or who promotes any form of slander, racism, discrimination or unfair business practices, will have their Positive Prime Affiliate status cancelled and any outstanding rewards will be forfeited.

Positive Prime reserves the right to reject an Affiliate's application if, in Positive Prime's opinion, that person or entity violates established laws or commonly held standards of decency. For example, Positive Prime will reject applications from any person or company that promotes any form of violence, illegal activities, or from applicants who Positive Prime prefers not to be associated with.

MISCELLANEOUS PROVISIONS

- a) If any part of this Agreement or the Terms and Condition is declared void, this Agreement and the Terms and Conditions shall, to the maximum practicable extent, be construed without reference to that part. No term or provision of the Agreement shall be waived unless in writing and signed by the party waiving the provision and any waiver shall apply only to the specific event or situation which it describes and shall not be continuing. Affiliate may not assign or sublicense this Agreement without Positive Prime's prior written consent.
- b) All legal or other fees incurred in collecting returned checks or declined credit cards or any other lack of payment related to a sale made by Affiliate will be payable by the Affiliate. Any fees (other than PayPal fees) incurred by Positive Prime during processing or handling of sales made by the Affiliate will be deducted in whole from any





rewards due to the Affiliate. Further, in the event that the rewards due to Affiliate are insufficient to cover any sums, Affiliate agrees to pay the full amount to Positive Prime.

c) IF THE FOREGOING LIMITATIONS OR THE LIMITATIONS WITHIN THE TERMS AND CONDITIONS ARE HELD TO BE UNENFORCEABLE, Positive Prime'S LIABILITY FOR DAMAGES UNDER THIS AGREEMENT TO ANY PERSON OR ENTITY SHALL NOT EXCEED THE AMOUNT OF FEES PAID BY THAT PERSON OR ENTITY FOR THE PRODUCT, SERVICE, AND OR EBOOK OR SOFTWARE (LICENSE).

d) To the extent you have in any manner violated or threatened to violate Positive Prime's intellectual property rights, Positive Prime may seek injunctive or other appropriate relief in any court located in California, USA and you consent to exclusive jurisdiction and venue in such courts. Use of Positive Prime website is unauthorized in any jurisdiction that does not give effect to all provisions of these terms and conditions, including without limitation this paragraph. You agree that no joint venture, partnership, employment, or agency relationship exists between you and Positive Prime as a result of this Agreement or use of the website, products, and/or services. Positive Prime's performance of this Agreement is subject to existing laws and legal process, and nothing contained in this Agreement is in derogation of Positive Prime's right to comply with governmental, court and law enforcement determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of the Agreement shall continue in effect.

e) This Agreement shall be governed and construed in accordance with the laws of California, USA applicable to agreements made and to be performed in California, USA. You agree that any legal action or proceeding between Positive Prime and You for any purpose concerning this Agreement or the parties' obligations hereunder, will first attempt to be resolved with the help of a mutually agreed-upon online mediator. Any costs and fees (other than attorney fees) associated with the mediation will be shared equally by each of us.

f) If it proves impossible to arrive at a mutually satisfactory solution through online mediation, we agree to submit the dispute to binding arbitration at the following location: for legal actions or proceedings between





Positive Prime and you, in California, USA under the commercial rules of the American Arbitration Association. Judgment upon the award rendered by the arbitration may be entered in any court with jurisdiction to do so.

In no case shall you have the right to go to court or have a jury trial. You will not have the right to engage in pre-trial discovery except as provided in the rules; you will not have the right to participate as a representative or member of any class of claimants pertaining to any claim subject to arbitration; the arbitrator's decision will be final and binding with limited rights of appeal.

g) Any cause of action or claim you may have with respect to the website, programs, the products and or the services must be commenced within ninety (90) days after the claim or cause of action arises or such claim or cause of action is barred. Positive Prime's failure to insist upon or enforce strict performance of any provision of this Agreement shall not be construed as a waiver of any provision or right. Neither the course of conduct between the parties nor trade practice shall act to modify any provision of this Agreement. Positive Prime may assign its rights and duties under this Agreement to any party at any time without notice to you. Use of headings in this document is for convenience only and does not identify legal boundaries or terms explicitly.

h) Positive Prime may modify this Agreement, and the Agreement this creates, at any time, simply by updating this posting and without notice to you. This is the ENTIRE agreement regarding all the matters that have been discussed.

i) Positive Prime may transfer any rights or responsibility that it may have to any person or entity whatsoever. Nothing herein shall alter or encumber the right of Positive Prime to transfer any such rights or responsibilities. Any transfer by Positive Prime shall cause this Agreement, and any other agreement then in effect (as well as any other contract between You and the transferring party) to transfer simultaneously, all without permission.

j) Should this Positive Prime Affiliate Program be deemed illegal in any jurisdiction, Positive Prime has the right to immediately terminate this program, without recourse. If the payment processors utilized by Positive Prime determine that sales made through an Independent Affiliate cannot be processed through the payment processor, then Positive Prime has the right to immediately terminate this Program, without recourse. Nothing herein is intended to imply that Positive Prime will always offer any Positive Prime Affiliate Program, or this Positive Prime





Affiliate Program, for all products, services, and/or opportunities sold by Positive Prime on the websites or that Positive Prime will offer any Positive Prime Affiliate Program whatsoever.

k) The Positive Prime Referral Program offered by Positive Prime via this Agreement and at www.PositivePrime.com (the “website”) and You, as an Independent Affiliate expressly agrees to all terms and conditions of this Positive Prime Affiliate Program Agreement. This Agreement also incorporates Positive Prime's Terms and Conditions of Use (located on the website) herein as if it were set forth in full. Throughout this Agreement, “Positive Prime Affiliate Program” refers to the Positive Prime Affiliate Program operated by Positive Prime in part for the website.

Any rights not expressly granted herein are reserved.



Positive Prime Techonology
ABN 20630401795



Website: www.PositivePrime.com
Email: support@positiveprime.com



FB: www.facebook.com/PositivePrime
Linkedin: www.linkedin.com/in/kimserafini



Affiliate

Positive Prime Technology

By: _____

Date: _____

By: _____

Date: _____

Address of Affiliate

Phone number and email address of Affiliate

Tax I.D. of Affiliate

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