



## **FLFE Referral Partner Agreement Terms and Conditions**

### **FLFE Innovations Corp. Office and Notice Address:**

621 Vernon Street  
Nelson, BC, V1L 4E9

*Telephone:* 250-352-9909

*Email:* [rpm@flfe.net](mailto:rpm@flfe.net)

### Prerequisites to becoming an FLFE Referral Partner:

1. You must be a minimum of 21 years of age to participate in the FLFE Referral Partner Program.
2. Referral Partners must maintain an active FLFE Property (home, business, or non-profit) or FLFE Everywhere (mobile phone or personal object) 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 re-subscribe 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 Resource Portal.

FLFE Innovations Corp. may refuse application and deny the Referral Partnership to any potential or existing Referral Partner. FLFE reserves the right to suspend or terminate a Referral Partnership at any time without disclosing the reason, without any prior notification, if it is in the highest and best interest of FLFE and all involved.

### 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 Resource Portal.



## **Referral Partner Agreement**

The **Parties** agree as follows:

### **LICENSE**

Subject to this Agreement and its terms, FLFE Innovations Corp. grants Referral Partners a free, non-exclusive, non-transferable, and revocable license to share and otherwise market FLFE Innovations Corp. and its services. Referral Partners may use FLFE Innovations Corp. links, banners, and URLs incorporating FLFE logos provided by FLFE Innovations Corp. in the Referral Partner Resource Portal. Resource material may be amended by FLFE Innovations Corp. from time to time.

### **PROGRAM COMMITMENTS**

A Referral Partner is responsible for maintaining the following:

1. The confidentiality of the User ID and Password.
2. Adherence to the guidelines in this agreement.

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. Have the authority to bind the entity to the Terms & Conditions of this agreement.
2. The address you use when registering is the principal place of business the entity.

### **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.
2. The Referral Partner agrees to meet with the Partnerships Manager regularly (once a quarter minimally for 60-90 minutes) to learn about FLFE updates, current developments, and promotional opportunities and to collaborate on new marketing promotions for the referral partner, which may also include interviews.
3. 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.
4. 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.
5. 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."
6. The Referral Partner agrees that the following are prohibited:
  - a. Spamming and/or phishing.



- b. Other generally prohibited forms of advertising including, but 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.
7. You agree to use email promotions only when the recipient is already an existing customer or subscriber to your service, product, or website, and you must offer your recipients the option of removing themselves, at any time, from future mailings and/or subscription lists.
  8. 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. 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, personal websites, and printed material.
  10. The Referral Partner agrees to indicate commissions are earned for subscriptions purchased through the Referral Partner's marketing.

FLFE Innovations Corp. reserves the right, at any time, to review your placement, promotions, and the use of your links and require that you make changes.

**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. The 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. The Referral Partner agrees to convey to referrals the nature of their relations with FLFE Innovations Corp.

### **COMMISSION PAYMENTS**<sup>i</sup>

FLFE Innovations Corp. shall pay the Referral Partner commissions of 20% on paid referred subscriptions based on the following:

- Commissions are paid when a Referral Partner has received a minimum of 25 referred subscriptions and accrued \$500 USD in commissions. The subscriptions eligible for commission payments are: ***FLFE Property*** (home, business, and non-profit), ***FLFE Everywhere*** (mobile phone and personal objects), and ***FLFE Smarter EMF***. **NOTE:**



**FLFE Smarter EMF Youth**, discounted subscriptions, and new FLFE products are not included in this agreement.

- Accumulated commissions are paid by the end of the following month in which they are earned.
- If the Referral Partner falls below 100 referred subscriptions, FLFE may cease commission payments. Participation in the program will be re-evaluated.
- If the Referral Partner does not achieve 100 paid referred subscriptions within 6 months of joining the program, they may be removed, and no commission will be paid.

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

**Commission Reports:** FLFE Innovations Corp. shall provide the Referral Partner with access to the Referral Partner Resource Portal where they can access payment reports in the “My Ledger” section.

## **GENERAL**

**Modification of Agreement:** FLFE Innovations Corp. may modify this Agreement from time to time at its reasonable discretion. The current version will be available in the Referral Partner Resource Portal. It is the Referral Partner’s responsibility to review these Terms and Conditions. If the Referral Partner objects to any such change, the Referral Partner may choose to terminate this Agreement by notifying us and forfeit further commissions.

**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.

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.

**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 not to 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.

**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.**

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<sup>i</sup> Referral Partners who joined the Referral Partner Program prior to March 2019 fall under the commission details outlined at the time of their approval into the program, which is also subject to revision at FLFE Innovation Corp.'s discretion.