**LEGENDARY MARKETER AFFILIATE AGREEMENT**

**Authorization and Contract**

By executing the Legendary Marketer Affiliate Agreement (“Affiliate Agreement”), you apply for legal authorization to become a Legendary Marketer (the “Company”) Affiliate and enter into contract with Legendary Marketer. This Agreement is created to provide detailed guidelines and limitations for all Legendary Marketer Affiliates.

**Purpose**

The purpose of the Legendary Marketer Affiliate Program is to provide individuals with the opportunity to sell exciting products and enroll additional Affiliates into the Legendary Marketer opportunity. In exchange for successfully making sales and referring Legendary Marketer to other Affiliates, the Company offers compensation pursuant to the terms of the Referral Plan.

**Becoming a Legendary Marketer Affiliate**

To become a Legendary Marketer Affiliate, an applicant must comply with the following requirements:

I. Be of the age of majority (not a minor) in his or her state of residence;

II. Submit a properly completed electronic Affiliate Agreement to Legendary Marketer.

**Modification of Terms**

Because federal, state, and local laws, as well as the business environment, periodically change, Legendary Marketer reserves the right to amend the Agreement and the Referral Plan in its sole and absolute discretion. Notification of amendments shall appear in Official Legendary Marketer Materials. Any such amendment, change, or modification shall be effective thirty (30) days following one of the following communication methods:

I. Posting on the official Legendary Marketer Web site;

II. Electronic mail (e-mail); or

III. In writing through other Legendary Marketer communication channels.

**Term and Termination**

The term of this Agreement will begin upon our acceptance of your application and will end when terminated by either the Company or you upon thirty (30) days notice. In the event of a material breach of this Agreement, Legendary Marketer reserves the right to terminate this Agreement immediately. Upon cancellation or termination, all property rights are forfeited regarding any commissions, referrals or other remuneration derived through your sales. Legendary Marketer reserves the right to terminate all Affiliate Agreements upon thirty days’ notice if the Company elects to: (1) cease business operations; (2) dissolve as a business entity; or (3) terminate distribution of its products via Affiliate channels. No termination of this Agreement will relieve either party for any liability for any breach of, or liability accruing under, this Agreement prior to termination.

**Independent Contractor Status.**

The Legendary Marketer Affiliate is an independent contractor, and not a purchaser of a franchise or business opportunity. Therefore, each Affiliate’s success depends on his or her independent efforts. The agreement between Legendary Marketer and its Affiliates does not create an employer/employee relationship, agency, partnership, or joint venture between Legendary Marketer and the Affiliate. All Affiliates are responsible for paying local, state, and federal taxes due from all compensation earned as an Affiliate of the Company. Affiliates have no express or implied authority to bind Legendary Marketer to any obligation or to make any commitments by or on behalf of the Company.

As a self-employed independent contractor, you will be operating your own independent business selling products and services available through Legendary Marketer on your own account. You have complete freedom in determining the number of hours that you will devote to your business, and you have the sole discretion of scheduling such hours. In the event you earn over $600 in a calendar year, you will receive IRS Form 1099-MISC reflecting the amount of income paid to you during the calendar year. It will be your sole responsibility to account for such income on your individual income tax returns.

**Selling Legendary Marketer Products.**

You agree to make no representations or claims about any products or services beyond those shown in official Legendary Marketer literature.

**Income Disclosure Policy**

In an effort to conduct best business practices, Legendary Marketer has developed an income disclaimer. The Legendary Marketer income disclaimer is designed to convey truthful, timely, and comprehensive information regarding the income that Company Affiliates can earn. In order to accomplish this objective, a copy of this income disclaimer must be presented to all prospective Affiliates. Copies of the income disclaimer may be printed or downloaded from the company website at [INSERT HYPERLINK].

**Legendary Marketer Referral Plan**

Affiliates must adhere to the terms of the Legendary Marketer Referral Plan as set forth in Official Legendary Marketer Materials. Affiliates shall not require or encourage other current or prospective customers or Affiliates to participate in Legendary Marketer in any manner that varies from the program as set forth in Official Company Materials. Affiliates shall not require or encourage other current or prospective customers or Affiliates to make any purchase from, or payment to, any individual or other entity to participate in the Legendary Marketer Referral Plan other than those purchases or payments identified as recommended or required in Official Legendary Marketer Materials.

In an effort to alleviate administrative burdens, Legendary Marketer reserves the right to postpone commission payments until such time the cumulative amount exceeds $[INSERT AMOUNT].

A Legendary Marketer Affiliate must review his or her monthly referral statement and report any discrepancies within thirty (30) days of receipt. At the conclusion of this thirty day “grace period,” no additional requests will be considered for commission recalculation. For additional information on payment of commissions, please review the Company’s Referral Plan.

**Errors or Questions**

If an Affiliate has questions about or believes any errors have been made regarding commissions, bonuses, or charges, the Affiliate must notify Legendary Marketer in writing within thirty (30) days of the date of the purported error or incident in question. Legendary Marketer will not be responsible for any errors, omissions, or problems not reported to the Company within 30 days.

**Product Sales**

The Legendary Marketer Referral Plan is based upon the sale of Legendary Marketer products and services to end consumers. ***Purchasing Legendary Marketer products solely for the purpose of qualifying for commissions is strictly prohibited.***

**Bonus Buying Prohibited**

Bonus buying is strictly and absolutely prohibited. Bonus buying includes: (a) the enrollment of individuals or entities without the knowledge of and/or execution of an Affiliate Agreement by such individuals or entities; (b) the fraudulent enrollment of an individual or entity as an Affiliate or Customer; (c) the enrollment or attempted enrollment of non-existent individuals or entities as Affiliates or Customers (“phantoms”); (d) purchasing Legendary Marketer products or services on behalf of another Affiliate or Customer, or under another Affiliate’s or Customer’s ID number, to qualify for commissions or bonuses; (e) purchasing excessive amounts of goods or services that cannot reasonably be used or resold in a month; and/or (f) any other mechanism or artifice to qualify for rank advancement, incentives, prizes, commissions, or bonuses that is not driven by bona fide product or service purchases by end user consumers.

**Returned Product**

The initial fee paid by a Legendary Marketer Affiliate comes with a thirty (30) day satisfaction guarantee. However, subsequent payments for Legendary Marketer products and services may only be refunded within three (3) days from the initial purchase date. Because the digital nature of the products and services and the immediacy of the benefits make a refund commercially impractical, all subsequent fees are non-refundable after the conclusion of this three-day period.

**Pay Period**

Affiliates will receive commissions once per month, on the [INSERT DATE]th of every month, for sales completed the previous month. The minimum commission payment will be $[INSERT AMOUNT/SAME AS ABOVE]. If you earned less than $[INSERT AMOUNT], your commission will roll to the next month until the $[INSERT AMOUNT] threshold is met. If you wish to be paid via Electronic Funds Transfer or ACH, please submit the required forms available on our website.

**Return of Inventory and Sales Aids by Affiliates**

Upon cancellation of an Affiliate’s Affiliate Agreement, the Affiliate may return inventory and sales aids purchased within one (1) year from the date of cancellation for a refund if he or she is unable to sell or use the merchandise. An Affiliate may only return products and sales aids he or she personally purchased from the Company under his or her Affiliate Identification Number, and which are in resalable condition. Upon receipt of the products and sales aids, the Affiliate will be reimbursed ninety percent (90%) of the net cost of the original purchase price(s), less shipping charges. This refund policy is limited to $[INSERT AMOUNT] in any twelve-month period.

**Use of Sales Aids**

While promoting the Company, Affiliates must use the sales aids and support materials produced by Legendary Marketer. If Legendary Marketer Affiliates develop their own sales aids and promotional materials (which includes Internet advertising), notwithstanding Affiliates’ good intentions, they may unintentionally violate any number of statutes or regulations affecting a Legendary Marketer business. Accordingly, Affiliates must submit all written sales aids, promotional materials, advertisements, websites and other literature to the Company for approval prior to use. Unless the Affiliate receives specific written approval to use the material, the request shall be deemed denied. All Affiliates shall safeguard and promote the good reputation of Legendary Marketer and its products.

An Affiliate may not build third-party sites that contain materials copied from corporate sources nor create his or her own website to promote the Company without receiving express approval from Legendary Marketer. An Affiliate may not use or attempt to register any of the Company's trade names, trademarks, service names, service marks, product names, URLs, advertising phrases, the Company’s name or any derivative thereof, for any purpose including, but not limited to, Internet domain names (URL), third party Web sites, Web pages, or blogs.

**Legendary Marketer’s Proprietary Information and Trade Secrets**

You recognize and agree that information compiled by or maintained by Legendary Marketer, including the database of prospective and existing customers, constitutes a commercially advantageous, unique and proprietary trade secret of the Company, which it keeps confidential and treats as a trade secret. During the term of your contract with Legendary Marketer, 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, access to the Company’s customer database.

During the term of this Agreement and for a period of one (1) year after the termination or expiration of this Agreement between the Affiliate and Legendary Marketer, the Affiliate shall not use the information to compete with the Company or for any purpose other than promoting his or her business with Legendary Marketer. The Affiliate acknowledges that such proprietary information is of such character as to render it unique and that disclosure or use thereof in violation of this provision will result in irreparable damage to Legendary Marketer. Legendary Marketer will be entitled to injunctive relief or to recover damages against any Affiliate who violates this provision in any action to enforce its rights under this section.

**Non-Competition.**

During the term of this Agreement and for a period of six (6) months thereafter, any Legendary Marketer Affiliate must not sell, or entice others to sell, any competing products or services. Any product or service in the same generic category as a Legendary Marketer product or service is deemed to be competing regardless of differences in cost.

**Non-Solicitation.**

You agree that during the period while you are an Affiliate, and for one (1) calendar year following resignation or termination from the Company, you will not encourage, solicit, or otherwise attempt to recruit or persuade any other Legendary Marketer Affiliate to compete with the business of Legendary Marketer. Furthermore, for the same duration, you agree not to recruit or solicit any of the individual customers or companies listed in the Legendary Marketer customer database for a competing enterprise, unless you can demonstrate a pre-existing relationship prior to this Agreement.

**Constructive Criticism**

Legendary Marketer desires to provide its Affiliates with the best services and fee schedule possible. Accordingly, Legendary Marketer values constructive criticism and encourages the submission of written comments addressed to Legendary Marketer leadership. However, negative and disparaging comments about the Company calculated to dampen the enthusiasm of other Legendary Marketer Affiliates and disparage Legendary Marketer represents a material breach of these Policies and Procedures and may be subject to sanctions as deemed appropriate by the Company.

**Intellectual Property**

Affiliate agrees to use the Trademarks and Copyrights in the form and manner and with appropriate legends as currently used and permitted by the Company. All promotional materials supplied or created by Legendary Marketer must be used in their original form and cannot be changed, amended or altered except with prior written approval from the Company. The name of Legendary Marketer, each of its product names and other names that have been adopted by the Company in connection with its business are proprietary trade names, trademarks and service marks of Legendary Marketer. As such, these marks are of great value to Legendary Marketer and are supplied to Affiliates for their use only in an authorized manner.

**Jurisdiction and Governing Law.**

The formation, construction, interpretation, and enforceability of your contract with Legendary Marketer as set forth in this Affiliate Agreement and any incorporated documents shall be governed by and interpreted in all respects under the laws of the State of Florida without regard to conflict of law provisions.

**Contract Submission.**

An emailed copy of the Agreement shall be treated as an original in all respects.

**Dispute Resolution**.

All disputes and claims relating to Legendary Marketer, its products and services, the rights and obligations of an Affiliate and the Company, or any other claims or causes of action relating to the performance of either an Affiliate or Legendary Marketer under the Agreement or the Company terms and conditions shall be settled totally and finally by arbitration in Florida or such other location as Legendary Marketer prescribes, 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. This agreement to arbitrate shall survive any termination or expiration of the Agreement. Nothing in the Agreement shall prevent Legendary Marketer 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.

**Indemnification**

An Affiliate is fully responsible for all of his or her verbal and/or written statements made regarding Legendary Marketer products, services, and referral fees, which are not expressly contained in Official Company Materials. Affiliate agrees to indemnify Legendary Marketer and hold it harmless from any and all liability including judgments, civil penalties, refunds, attorney fees, court costs or lost business incurred by the Company as a result of the Affiliate’s unauthorized representations or actions. This provision shall survive the cancellation of this Agreement.

**Miscellaneous.**

If any provision of this 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 Legendary Marketer and supersedes any prior agreements, understandings and obligations between you and the Company concerning the subject matter of your contract with the Company.