

Infinex University Associate Agreement

This Agreement is hereby made between InfinexUniversity.com (“Client”) and _____ (“Associate”) as named in the initial binder license transaction as submitted by Associate to Client. Only those Associates who agree to all of the terms and conditions of this agreement are authorized to submit a binder license transaction payment. By submitting said subscription payment, you are agreeing to all of the following:

1. Services to Be Performed:

Associate agrees to perform the following services;

Study and absorb Client provided student educational and training materials as available.

Maintain an active Associate license subscription for receipt of Client benefits.

Assist prospects in becoming students using Associate specific link to Client in order to qualify for and receive course and investment credits.

2. Payments:

In consideration for the services to be performed by Associate, once Associate has sponsored a minimum of four [4] active Associates, said Associate is eligible to participate at InfinexUniversity.com as a HELPSys student. In addition, Client agrees to pay Associate a monthly investment credit of one-hundred dollars [\$100.00 USD] for each active Associate personally sponsored at the Monthly \$299.95 subscription rate. Payment methods, banks or other transmission methods used by Client to send funds to Associate are subject to change but funds are based on United States Dollar \$USD. The minimum payment to be issued by Client to Associate is \$100.00 based on sponsored active members of Associate. Payments made by Client to Associate can be, and are expected to be, higher in the future provided that Associate has sponsored more active Associates and continues to participate as agreed.

Residual Payments:

Upon a minimum threshold of one sponsored Associate, active sponsor Associate is qualified to receive residual payments on currently active members personally sponsored by Associate for an initial 3 month pay period. Associate may continue to receive additional residual investment credits on all personally sponsored active accounts from that point forward by sponsoring a minimum of one [1] new Associate per calendar quarter [90 days]. There is no limit to the number of additional members the Associate may sponsor in any calendar quarter. However, the minimum sponsorship requirement to receive continuing residual payments is one [1] per calendar quarter. Associate will receive similar investment credits and continuing residuals from Client based on the same criteria.

Associate shall be paid on eligible commissions and residuals on or about the 25th of each month following the close of the last business day in the prior month for which enrollment transaction were submitted and registered by the online tracking system. Credit for each sale will be determined based on the Associates referral link as provided by Client and any chargeback by enrollee to Client shall be applied to Associate including any over-payments for unearned commissions or residuals.

3. Expenses:

Associate shall be responsible for any and all expenses incurred while performing services under this Agreement. This includes any advertising, office supplies, automobile, truck, and other travel expenses; vehicle maintenance and repair costs; vehicle and other license fees and permits; insurance premiums; road, fuel, and other taxes; fines; radio, pager, or cell phone expenses; meals; and all salary, expenses, and other compensation paid to employees or contract personnel the Associate may hire to complete any work under this Agreement.

4. Independent Contractor Status:

Associate is an independent contractor, and neither Associate nor Associates employees or contract personnel are, or shall be deemed, Client's employees. In its capacity as an independent contractor, Associate agrees and represents, and Client agrees, as follows:

Associate has the right to perform non-related services for others during the term of this Agreement.

Services extended by this Agreement shall be performed by Associate and Client shall not hire, supervise, or pay any assistants to help Associate. Associate shall not be required by Client to devote full time to the performance of the services offered by this Agreement.

5. Business Licenses, Permits, and Certificates:

Associate represents and warrants that Associate and any Associate employees and or contract personnel will comply with all federal, state, and local laws requiring drivers and other licenses, business permits, and certificates required to carry out services performed under this Agreement.

6. State and Federal Taxes:

Client will not;

- withhold FICA (Social Security and Medicare taxes) from Associate payments or make FICA payments on Associate behalf
- make state or federal unemployment compensation contributions on Associate behalf, or
- withhold state or federal income tax from Associate payments.

Associate retains sole responsibility for payment of any and all taxation incurred while performing services under this Agreement, including all applicable income taxes and, if Associate is not a corporation, any self-employment (Social Security) taxes as applicable.

7. Fringe Benefits:

Associate understands that neither Associate nor Associates employees or contract personnel are eligible to participate in any employee pension, health, vacation pay, sick pay, or other fringe benefit plan of Client.

8. Unemployment Compensation:

Client shall make no state or federal unemployment compensation payments on behalf of Associate or Associates employees or contract personnel. Associate will not be entitled to these benefits in connection with work performed under this Agreement.

9. Workers' Compensation:

Client shall not obtain workers' compensation insurance on behalf of Associate or Associates employees. If Associate hires employees to perform any work under this Agreement, Associate will cover them with workers' compensation insurance to the extent required by law and if requested, provide Client with a certificate of workers' compensation insurance before the employees begin the work.

10. Insurance:

Client shall not provide insurance coverage of any kind for Associate or Associates employees or contract personnel. Associate shall obtain the following insurance coverage and maintain it during the entire term of this Agreement:

Automobile liability insurance for each vehicle used in the performance of this Agreement -- including owned, non-owned (for example, owned by Associates employees), leased, or hired vehicles.

Comprehensive or commercial general liability insurance coverage combined single limit, including coverage for bodily injury, personal injury, broad form property damage, contractual liability, and cross-liability.

11. Indemnification:

Associate shall indemnify and hold Client harmless from any loss or liability arising from performing services under this Agreement.

12. Term of Agreement:

This agreement will become effective upon Client receipt and acceptance of Associate subscription binder agreement and will terminate upon the request of Associate, license expiration, non-performance of specified sales objectives, misleading Associate business practices, material Associate misrepresentation, account fraud [padding fake accounts for higher commissions] or disclosure of Client trade secrets to any third party.

13. Terminating the Agreement:

With reasonable cause for violation of this Agreement by Associate, Client may terminate this Agreement. Associate may terminate this Agreement at any time, effective immediately upon giving 30 days advance written notice or upon canceling the license subscription. Upon termination, ownership of all accounts and licenses remain the property of Client. Upon termination of this Agreement, Associate specifically agrees to immediately cease all contact with any and all of Client's customers, students, members, prospects and/or contacts.

Reasonable cause for Client termination of this Agreement includes: A material violation of this Agreement, or any act by Associate exposing Client to liability to others for personal injury or property damage.

Associate may terminate this Agreement at any time by giving Client 30 days' written notice of the intent to terminate.

Any Non-Disclosure Agreement (NDA) of Client Trade Secrets or business practices shall remain in force for no less than sixty (60) months after any termination of this agreement and any release afterwards shall be in writing, signed by Client.

14. Exclusive Agreement:

This is the entire Agreement between Associate and Client.

15. Modifying the Agreement:

This Agreement may be modified as necessary by Client with said changes becoming effective upon 30 days reasonable notification to Associate.

16. Resolving Disputes:

If a dispute arises under this Agreement, the parties agree to first try to resolve the dispute with the help of a mutually agreed-upon mediator in Sacramento County, CA. Any costs and fees other than attorney fees associated with the mediation shall be shared equally by the parties. If it proves impossible to arrive at a mutually satisfactory solution through mediation, the parties agree to submit the dispute to a mutually agreed-upon arbitrator in Sacramento County, CA. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction to do so. Costs of arbitration, will be allocated by the arbitrator. Any costs associated for attorneys fees shall be paid for only by user of said services.

17. Confidentiality and Non-Disclosure:

Associate acknowledges that it will be necessary for Client to disclose certain confidential and proprietary information to Associate in order for Associate to perform duties under this Agreement. Associate acknowledges that disclosure to a third party or misuse of this proprietary or confidential information would irreparably harm Client. Accordingly, Associate will not disclose or use, either during or after the term of this Agreement, any proprietary or confidential information of Client without Client's prior written permission except to the extent necessary to perform services exclusively on Client's behalf.

Proprietary or confidential information includes;

The written, printed, graphic, or electronically recorded materials furnished by Client for Associate to use

Any written or tangible information stamped "confidential," "proprietary," "registered," "reserved" or with a similar legend, or any information that Client makes reasonable efforts to maintain the secrecy or privacy thereof, including:

Business or marketing plans or strategies, customer lists, operating procedures, trade secrets, design formulas, know-how and processes, computer programs and inventories, discoveries, and improvements of any kind, sales projections, and pricing information

Information belonging to customers and suppliers of Client about whom Associate gained knowledge as a result of Associates services to Client, and Other: Any investment strategy or course material offered by Infinex University not authorized for disclosure to unlicensed members.

Upon termination of Associates services to Client, or at Client's request, Associate shall deliver to Client all materials in Associates possession relating to Client's business.

Associate acknowledges that any breach or threatened breach of Clause 17 of this Agreement will result in irreparable harm to Client for which damages would be an inadequate remedy. Therefore, Client shall be entitled to equitable relief, including an injunction, in the event of such breach or threatened breach of Clause 17 of this Agreement. Such equitable relief shall be in addition to Client's rights and remedies otherwise

available at law.

18. Proprietary Information:

A. The product of all work performed under this Agreement (“Work Product”), including without limitation all notes, reports, documentation, drawings, recordings, video, computer programs, inventions, creations, works, devices, models, work-in-progress, customers and deliverables will be the sole property of the Client, and Contractor hereby assigns to the Client all right, title and interest therein, including but not limited to all audiovisual, literary, moral rights and other copyrights, patent rights, trade secret rights and other proprietary rights therein. Contractor retains no right to use the Work Product and agree not to challenge the validity of the Client’s ownership in the Clientele, Work Product, Service or Programming.

B. Associate hereby assigns to the Client all right, title, and interest in any and all photographic images and videos or audio recordings made by or for the Client during Associates work for them, including, but not limited to, any royalties, proceeds, or other benefits derived from such photographs, recordings or other creative works.

20. No Partnership:

This Agreement does not create a partnership relationship. Associate does not have authority to enter into contracts on Client’s behalf.

21. Assignment and Delegation:

Associate may not assign, contract or subcontract any rights, obligations or delegate any of its duties under this Agreement without Client’s prior written approval.

22. Applicable Law:

This Agreement will be governed by California law, without giving effect to conflict of law principles.

23. Acceptance: Associate specifically acknowledges receipt, understanding and full agreement to the terms and conditions of this contract as a condition of acceptance by Client of Associate for membership in Infinex University, Infinex Publishing Group and or its’ subsidiaries or assigns as to any benefits, material or otherwise and or the use of any of its’ materials including, but not limited to, any portion of the HELPSys © process.