



AFFILIATE AGREEMENT

This Agreement contains the complete terms and conditions that apply to your participation in our Affiliate Program. As used in this Agreement, "Company", "we" or "us" refers to EnergyWorlds and "you" refers to the Applicant.

By signing up for an Affiliate Account, you are agreeing to the terms specified in this agreement and are agreeing to comply with and be legally bound by the terms and conditions of this contract. If you do not agree to all of the terms of this agreement, please do not register for the Affiliate Program. Violation of any terms and conditions included in this agreement may result in termination of your account, and possible forfeit of affiliate revenue. You must be 18 years of age or older to enter into this Agreement with us.

1. Enrollment in the Program

To begin the enrollment process, please submit a complete Affiliate application via our website. We reserve the right to reject your application or terminate this agreement any time upon written notification to you. Affiliates shall be charged NO FEE by the Company for setting up an account to join the Affiliate program(s).

2. Relationship of Parties

You and we are independent contractors, and nothing in this Agreement will create any partnership, joint venture, agency, franchise, sales representative, or employment relationship between the parties. You will have no authority to make or accept any offers or representations on our behalf. You will not make any statement, whether on your site or otherwise, that reasonably would contradict anything in this Section or Agreement. The Affiliate is not to be considered to be an agent of Company in any respect. The Affiliate agrees that an EnergyWorlds Affiliate is an independent contractor and not an employee, agent, partner, legal representative, or franchisee of EnergyWorlds. The Affiliate has no authority and agrees not to incur any debt, expense, obligation on behalf of, for, or in the name of EnergyWorlds.

EFFECTIVE AS OF APRIL 1, 2017



3. Qualifying Sites

Your website will not in any way copy, resemble, or mirror the look and feel of our website. You will also not use any means to create the impression that your website is our website or any part of our website including, without limitation, framing of our website in any manner.

EnergyWorlds reserves the right to refuse any site entry into the Affiliate Program based on site content. The Affiliate affirms that:

Affiliate has obtained any necessary clearances, licenses, or other permission for any intellectual property used on Affiliate's website.

No person or entity has brought or threatened an action claiming such infringement, nor does Affiliate have any reason to believe that any person or entity will bring or threaten such a claim in the future.

Sites that do not qualify for the Affiliate Program include sites which contain any materials that:

- a. Promote illegal activities or are solicitous of any unlawful behavior.
- b. Contain sexually explicit, pornographic or obscene materials.
- c. Are offensive, profane, hateful, threatening, harmful, defamatory, libelous, harassing, or discriminatory (whether based on race, ethnicity, creed, religion, gender, age, sexual orientation, physical disability, or otherwise); graphically violent, including any violent video game images or promote violence.
- d. Infringe or otherwise violate any copyright, trademark, or other intellectual property rights of EnergyWorlds, any person, any entity, or any other website.

4. Acceptable Advertising Methods/Use of Promotional Materials

As an Affiliate, you earn revenue by generating sales of our products. You generate these sales by encouraging web users to visit our site(s). The following are permitted uses of the EnergyWorlds brand and marketing resources for advertising purposes:

- Text Links or endorsements on your site(s);
- Graphical Banners and Buttons on your site(s);
- Text Links or endorsements in solicited emails;
- Word of mouth, encouraging your customers to enter your Affiliate ID Number during purchase of our products.



EnergyWorlds shall make available to Affiliate certain advertisements, text links, and/or other graphic or textual material for display and use on the Affiliate website (the “Promotional Materials”). Affiliate shall display the Promotional Materials on Affiliate’s website as Affiliate sees fit, provided that the manner of display shall be subject to the terms and conditions of this Agreement. Affiliate shall also include a link from the Promotional Materials to Company’s website, as specified by Company.

The Affiliate’s use and display of the Promotional Materials on the Affiliate’s site shall conform to the following:

- a. Affiliate may not use any graphic, textual or other materials to promote Company’s website, products or services other than the Promotional Materials, unless Company agrees to such other materials in writing prior to their display.
- b. Affiliate may only use the Promotional Materials for the purpose of promoting Company’s website (and the products and services available thereon), and for linking to Company’s website.
- c. Affiliate will not alter, add to, subtract from, or otherwise modify the Promotional Materials as they are prepared by Company. If Affiliate wishes to alter or otherwise modify the Promotional Materials, Affiliate must obtain prior written consent from Company for such alteration of modification.
- d. The Promotional Materials will be used to link only to Company’s website, to the specific pages and addresses as specified by Company.

Affiliate will not use the Promotional Materials in any manner other than those set forth in this Agreement.

Please contact David Price Francis at david@energyworlds.com to request new graphics or promotional materials be added to the available resources. If you have any questions about whether a method of advertising is allowed, please contact us via email at david@energyworlds.com.



5. License

Company hereby grants to Affiliate a nonexclusive, nontransferable license (the “License”) to use the Promotional Materials as specified under the terms and conditions of this Agreement. The term of the License shall expire upon the expiration or termination of this Agreement.

6. Intellectual Property

Company retains all right, ownership, and interest in the Promotional Materials, and in any copyright, trademark, or other intellectual property in the Promotional Materials. Nothing in this Agreement shall be construed to grant Affiliate any rights, ownership or interest in the Promotional Materials, or in the underlying intellectual property, other than the rights to use the Promotional Materials granted under the License, as set forth in License Section.

7. Prohibited Usage

The following cases are prohibited and are grounds for immediate termination of the Affiliate account.

- a. Affiliates MAY NOT use the EnergyWorlds or Integrative Energetics logo, logo marks or other EnergyWorlds or Integrative Energetics website/branding imagery in a header graphic or in any way as to indicate they are officially affiliated or partnered with EnergyWorlds or Integrative Energetics.
- b. Affiliates MAY NOT use the terms “EnergyWorlds” or “Integrative Energetics” in ANY variation in their site URL ex. (energyworlds.net, integrativeenergetics.net, integrativeenergeticscouponcodes.com, integrativeenergetics-forms.com, ienergeticsforms.com, etc).
- c. Affiliates MAY NOT promote coupons that were not provided to them personally by EnergyWorlds or Integrative Energetics. If you want to promote a coupon please contact us and we can work with you. You may not promote coupon codes you may have found elsewhere online. Doing so can result in the termination of your Affiliate Account and withholding of Affiliate payments for violating our Affiliate Agreement.



- d. Affiliates MAY NOT host or promote "coupon stacking" sites where customers may combine coupons to receive additional discounts.
- e. Affiliate will not make any claim to ownership of the Promotional Materials, or of the copyright, trademark, or other intellectual property therein.
- f. Affiliate will not publish or otherwise distribute any advertising materials for Affiliate's website that reference Company or Company's website unless Company gives prior written consent to the distribution of such materials. Affiliate will not use Company's name (or any name that is confusingly similar to Company's name) for any purpose on its website, in its promotional materials, or in any other context except to promote Company's website as specified in this Agreement. Affiliate will not register any domain name that incorporates Company's name, or that is confusingly similar to Company's name.

8. Anti-Spam Policy

Affiliate will not engage in the distribution of any unsolicited bulk emails (spam) in any way mentioning or referencing the Company or Company's website. EnergyWorlds strictly prohibits affiliates from using spam e-mail and other forms of Internet abuse (including spamming forums, blogs, Twitter, Facebook and other social media outlets) to seek sales. Spam is defined as including, but not limited to, the following:

- a. Electronic mail messages addressed to a recipient with whom the sender does not have an existing business or personal relationship or is not sent at the request of, or with the express consent of, the recipient through an opt in subscription;
- b. Messages posted to Usenet, forums, Twitter, Facebook and message boards that are off-topic (unrelated to the topic of discussion), cross-posted to unrelated newsgroups, posted in excessive volume, or posted against forum/message board rules. Be conscious of forum rules! If a forum owner or moderator complains that an Affiliate has spammed, the Affiliate Account may be permanently terminated after investigation.



c. Content posted on free blog websites for the sole purpose of keyword spamming, or comments posted to legitimate blogs that violate the comment policy of the blog owner.

d. Solicitations posted to chat rooms, or to groups or individuals via Internet Relay Chat or "Instant Messaging" system;

e. Certain off-line activities that, while not considered spam, are similar in nature, including distributing flyers or leaflets on private property or where prohibited by applicable rules, regulations, or laws.

Account Termination: Upon the receipt of a credible complaint, EnergyWorlds may investigate the complaint, and if necessary, will then terminate the Affiliate Account of the individual implicated in the abuse. Termination results in the immediate closure of the member and Affiliate Account, the loss of all referrals, and the forfeiture of any unpaid money on account. At Integrative Energetics discretion, termination may not only result in being banned from the Affiliate Program, but also being banned from ANY other internal affiliate programs.

If you wish to report a violation of our Anti-Spam Policy, please forward all relevant evidence to david@energyworlds.com.

9. Indemnification

Affiliate shall indemnify Company and hold harmless Company, its officers, managers, employees, and agents from any liability, claims, obligations, expenses (including attorney's fees), damages, lawsuit, action, complaint, or other costs arising out of any breach of Affiliate's warranties as set forth in this Agreement. Affiliate shall also indemnify and hold harmless Company for any damage, loss or other cost arising out of the use or misuse by Affiliate of the Promotional Material.

10. Advertised Price

The price of products as established by EnergyWorlds may not be altered. The following non-exhaustive list demonstrates advertising violations: offering promotion codes, coupons, or discounts. Please contact david@energyworlds.com if you wish to discuss pricing issues or discount codes.



11. Order Processing

We will process sales orders placed by customers solicited by you. We reserve the right to reject orders that do not comply with any requirements that we may establish periodically. We will be responsible for all aspects of order processing and fulfillment. Among other things, we will prepare order forms, process payments, cancellations, and returns, and handle customer service. We will track the sales you solicit and are made by customers who purchase Products using your Affiliate ID Number or Affiliate link and will make available to you reports summarizing this sales activity. The form, content, and frequency of the reports may vary from time to time at our discretion.

12. Qualified Orders

For a Product sale to be eligible to earn a referral fee/commission, a customer or entity must either click-through an Affiliate link to our site or enter your Affiliate ID Number during the placement of an order with us. We track referrals from your site and ensure that you get paid the referral fees/commissions due to you.

13. Referral Fees/Commissions Schedule

Affiliates are paid a referral fee/commission based on values set in the Referral Fee/Commission Schedule. You will earn referral fees based on Qualified Orders according to referral fee schedules established by us and shown below:

Product/Service Referral Commission

Integrative Energetics Modules 1 - 5 50%

No commissions will be credited to your account on orders made for products or services not included in this schedule. All commissions are calculated on a net transaction basis. All payment processor fees will be deducted from the amount collected from the customer and the remaining amount will be the commissionable sale. The commission rate is then applied to determine the amount due the Affiliate. Any fees paid to the payment processor are not commissionable.



14. Non-Qualified Orders

Orders refunded at the request of the purchaser, or orders charged-back due to credit card fraud do not qualify for commission. Commissions are not paid on sales for which payment has not been received, or for any transaction that has been rejected for any reason. The Company does not pay interest to Affiliates for accrued but pending commission payments. If an online transaction is not completed in every way, no commission payment is due to the Affiliate. If a commission has already been paid it will be deducted from an Affiliate's future commissions.

15. Affiliate Link URL

The Affiliate will be issued an "Affiliate Link," a unique URL which allows Energy Worlds to identify visitors from the Affiliate site as originating from the Affiliate. These visitors are tracked with this unique URL, and sales are recorded with the appropriate Affiliate ID. To receive commissions, Affiliate must either use the provided Affiliate link. The Affiliate is solely responsible for ensuring that their Affiliate Link is set up properly to qualify for commissions.

16. Commissions/Referral Fees Payments

Commissions are not paid on, and will not include, a single sale to the Affiliate themselves, meaning Affiliate cannot purchase Products for their own use through their link and receive a commission on that sale. Affiliate commissions are counted and final numbers are deemed final at the sole discretion and decision of EnergyWorlds.

a. In exchange for Affiliate's display of the Promotional Materials, and for Affiliate's compliance with and performance of the terms and conditions of this Agreement, Company shall pay to Affiliate a commission (the "Commission") in the amount of a percentage of product sold to a user that accesses Company's website through a link on Affiliate's website. The current percentage posted is 50% and is paid on sales made through the Affiliate Link. No commission is paid below any level down from the Affiliate.



We reserve the right to change commission rates at any time, but you will always be paid based on the rate in effect on the day the sales lead was generated. Notification to Affiliate of any change in commission percentage will be given by Company at the email address on hand for the Affiliate.

b. Commission will be based on purchases made by a registered user for any product that the Affiliate has been authorized to promote on behalf of Energy Worlds. Commissions will accrue and only become payable once you provide all relevant tax and address documentation. Please notify us promptly of any change in your address by updating your profile information in the Affiliate profile in the Affiliate Member Console at least 15 business days prior to the end of the calendar month in order for the Commission Fees for that month to be sent to the revised address.

c. Company shall keep accurate and up-to-date records of the data used to determine the total amount of Commissions owed to Affiliate. Affiliate shall be given reasonable access to these records via the Affiliate website account. Any discrepancy between the amount of Commissions owed according to these records, and the actual amount of Commissions paid to Affiliate in any period or periods shall be rectified by Company within 14 days of discovering such discrepancy. If an Affiliate has a question about a Commission Fee that has been cancelled or withheld, the Affiliate has 30 days from the day the payment was due to contact the Company to discuss or reclaim the Commission Fee. Errors or discrepancies that are not brought to the attention of EnergyWorlds within 30 days will be deemed waived. Any changes to decisions about cancelled or withheld Commission Fees are strictly at Energy Worlds discretion.

d. Commissions are held for a period of 45 days from website date of purchase to protect Company in the event of any chargeback that may occur and in order to apply refunds in accordance with the Company's Money Back Guarantee period of 30 days. The Company shall pay all Commissions accrued and payable to Affiliate within 15 days of the first day of each month (the "Commission Payment Date").



If on any Commission Payment Date, the amount of total Commissions accrued and payable to Affiliate is less than USD \$50 (the "Commission Threshold"), then such accrued and payable balance shall be held over to the following month and paid together with the Commissions due for that month. If at any time, the balance of accrued and payable Commissions is held over for 2 consecutive months, then Company shall pay all accrued and payable Commissions to Affiliate in the third month, regardless of the total amount owed. Payments can be done either via PayPal, check or wire transfer.

e. Please refer to PayPal's policy to ensure you are eligible to receive payment if you reside outside of the United States.

<https://www.paypal.com/webapps/mpp/country-worldwide>. All payments are issued in US currency. All check and bank wire transfer expenses and any applicable fees will be deducted from the commissions to be paid to the Affiliate member. The Company is not responsible for any third-party fees charged by PayPal, banks or other financial institutions used to receive Affiliate Commission Fees on behalf of the Affiliate.

f. Check payments will only be reissued within 120 days of original issue date in the case of a lost check or stop-payment request. After 120 days, the payment will be voided. Check cancellation fees may be applied. PayPal payments will only be reissued within 120 days of original issue date in the case of incorrect PayPal address or refusal from PayPal to accept payment.

g. You can update or change desired payment form at any time by updating your Affiliate Profile located in the Affiliate Member console. Changes to desired payment form may take up to two payout cycles to take effect. If you select a payment method through which you receive your commissions and you later terminate the account or the account becomes unavailable for any reason, the Company is not responsible for the Affiliate not receiving their commission money.



It is the Affiliate's responsibility to ensure that the method of payment selected is supported by the Company's payment process. We also give you an option to use your commissions as a credit for purchasing goods and services provided by our company. If an Affiliate account is not earning commissions for 6 months we have right to terminate Affiliate membership and forfeit any unpaid commissions.

h. In the event that Affiliate materially breaches this Agreement and Company terminates this Agreement within 30 days of such breach, then any accrued and payable Commissions owing to Affiliate shall be forfeited, and Company shall not be obligated to pay such Commissions to Affiliate.

i. Any attempt by an Affiliate to manipulate, falsify or inflate Referred Customers, Qualifying Purchases or Commission Fees to intentionally defraud the Company or violation of any of the terms of this Agreement constitutes immediate grounds for the Company to terminate this Agreement and will result in forfeiture of any commission fees due to you.

17. Commission Tracking

Energy Worlds will make every reasonable effort to track and pay commissions for all sales that apply to the Affiliate. However, Energy Worlds is not responsible for technical problems, acts by third parties, or other events outside our reasonable control which may temporarily disrupt or diminish this service. The Affiliate understands that Energy Worlds is not responsible for inaccuracies that might occur beyond its control. Tracking of Affiliate sales depend on several factors, technical and otherwise. Nonetheless, it is the goal of Energy Worlds to make Affiliate tracking as accurate as possible.

18. Taxes

The Company shall not be responsible for any taxes owed by the Affiliate arising out of the Affiliate's relationship with the Company as set forth in this Agreement. The Company shall not withhold any taxes from the commissions paid to the Affiliate.



If you are a non-US resident, the Company may withhold the appropriate U.S. income tax as per the IRS tax code laws (only if or as applicable) to foreign nationals, prior to the payment of any commissions to you. It is the Affiliate's responsibility, and not the responsibility of the Company, to recover these sums under the IRS tax code and other applicable laws. In compliance with U.S. tax laws, the Company will issue a Form 1099 to Affiliates whose earnings meet or exceed the applicable threshold. You are responsible for informing the Company about changes to postal and e-mail addresses, as well as any changes to your name, contact information, tax identification number, or other personal information that will impact the Company's ability to issue valid commission payments and tax forms or withhold taxes (only when applicable by law).

19. Term of the Agreement

The term of this Agreement will begin upon our acceptance of your Affiliate Application and shall remain in full force and in effect indefinitely, ending when terminated by either party. Either you or we may terminate this Agreement at any time, with or without cause, by giving the other party written notice of termination. Upon the receipt of a written request for termination of this Agreement for any reason, you will immediately cease use of, and remove from your site, all links to our site and any other promotional materials that we provided to you as to an Affiliate.

You are eligible to earn referral fees only for qualified orders that occur during the term, and referral fees earned through the date of termination will remain payable only if the related orders are not canceled or returned. We may withhold your final payment for a reasonable time to ensure that the correct amount is paid.



20. Modification

We may modify any of the terms and conditions contained in this Agreement, at any time and in our sole discretion, by posting a change notice or a new agreement on our Affiliate site area. Modifications may include, but are not limited to, changes in the referral fees, referral fee schedules, payment procedures, and Program rules. If any modification is unacceptable to you, your only recourse is to terminate this agreement. Your continued participation in the program following our posting of a change notice or new agreement on our site will constitute binding acceptance of the change.

21. Limitation of Liability

We will not be liable for indirect, special, or consequential damages (or any loss of revenue, profits, or data) arising in connection with this Agreement or the Program, even if we have been advised of the possibility of such damages. Further, our aggregate liability arising with respect to this Agreement and the Program will not exceed the total referral fees paid or payable to you under this Agreement.

22. Energy Worlds Responsibilities

Energy Worlds will solely be responsible for order processing for orders/qualified purchases placed by a Referred Customer following a link from your site or when a purchase is made using your Affiliate ID Number; for tracking the volume and amount of qualified purchases generated by your site; and for providing information to Affiliates regarding qualified purchases statistics. The Company will be solely responsible for all order processing, including but not limited to payment processing, cancellations, refunds and related Energy Worlds services.



23. Independent Investigation

You understand that we may at any time (directly or indirectly) solicit customer referrals on terms that may differ from those contained in this agreement or operate websites that are similar to or compete with your website. You have independently evaluated the desirability of participating in the program and are not relying on any representation, guarantee, or statement other than as set forth in this agreement.

24. Disclaimers

We make no express or implied warranties or representations with respect to the Affiliate Program or an Affiliate's potential to earn income from the Affiliate Program or any products sold through the Program (including, without limitation, warranties of fitness, merchantability, non-infringement, or any implied warranties arising out of a course of performance, dealing, or trade usage). In addition, we make no representation that the operation of our website or the Affiliate links will be uninterrupted or error-free, and we will not be liable for the consequences of any interruptions or errors.

25. Confidentiality

Any information that Affiliate is exposed to by virtue of its relationship with Company under this Agreement, which information is not available to the general public, shall be considered to be "Confidential Company Information." Affiliate may not disclose any Confidential Company Information to any person or entity, except where compelled by law, unless Affiliate obtains prior written consent for such disclosures from Company.



26. Severability

If any part or parts of this Agreement shall be determined by a court to be unenforceable for any reason, they shall be severed from this Agreement and the remainder of this Agreement will not be invalidated and shall continue and remain in full force and effect. If any provision of this Agreement is deemed invalid or unenforceable by any court of competent jurisdiction, and if limiting such provision would make the provision valid, then such provision shall be deemed to be construed as so limited.

27. Assignment

This Affiliate Agreement cannot be sold or assigned without the written approval of EnergyWorlds. All permitted successors in interest or assigns must comply with all terms of this Affiliate Agreement.

28. Headings

The headings for section herein are for convenience only and shall not affect the meaning of the provisions of this Agreement.

29. Entire Agreement

This Agreement constitutes the entire agreement between Company and Affiliate, and supersedes any prior understanding or representation of any kind preceding the date of this Agreement. There are no other promises, conditions, understandings or other agreements, whether oral or written, relating to the subject matter of this Agreement.

30. Counterparts

This Agreement may be executed in several counterparts, each of which shall constitute an original and all of which, when taken together, shall constitute one agreement.



31. Affiliate's Representations and Warranties

Affiliate represents and warrants that the Affiliate has the legal authority to enter into this Agreement and to be bound to the promises, covenants, and other duties set forth in this Agreement.

32. Miscellaneous

Referred Customers who buy the Company's products and services through the Affiliate network will be deemed to be our customers. Accordingly, all of our rules, policies, and operating procedures concerning the Company's orders, services, products, and sales will apply to those Customers. We may change our policies and operating procedures at any time.

Our failure to enforce your strict performance of any provision of this Agreement will not constitute a waiver of our right to subsequently enforce such provision or any other provision of this Agreement.

33. Arbitration, Class Waiver, and Waiver of Jury Trial

You and Energy Worlds mutually agree to resolve any justiciable disputes between you and Energy Worlds, including any disputes involving your use of the Services, exclusively through final and binding arbitration before a single arbitrator instead of filing a lawsuit in court.



If either party wishes to initiate arbitration, the initiating party must notify the other party in writing via certified mail, return receipt requested, or hand delivery. This demand for arbitration must include (1) the name and address of the party seeking arbitration, (2) a statement of the legal and factual basis of the claim, and (3) a description of the remedy sought. Any demand for arbitration by you must be delivered to David Price Francis c/o Energy Worlds, 1204 Bahama Bend, Unit H2, Coconut Grove, Florida 33066. The demand for arbitration must be made by the aggrieved party within 60 (sixty) days of the event giving rise to the demand. Any cause of action or claim you may have with respect to the website, products, materials or services of the Company must be commenced within the sixty (60) days after the claim or cause of action arises or such claim or cause of action is barred. The arbitrator shall apply Florida substantive and procedural law to the proceeding. The arbitration shall take place in Broward County, Florida.

Class Action Waiver. You and Energy Worlds mutually agree that by entering into this agreement to arbitrate, both waive their right to have any dispute or claim brought, heard or arbitrated as a class action, collective action and/or representative action, and an arbitrator shall not have any authority to hear or arbitrate any class, collective or representative action ("Class Action Waiver").

I INDICATE MY APPROVAL OF THIS AGREEMENT AND DESIRE TO BECOME AN INDEPENDENT AFFILIATE UNDER THE TERMS AND CONDITIONS OF THIS AGREEMENT BY COMPLETING AND SUBMITTING THE AFFILIATE MEMBERSHIP SIGNUP FORM.