

Global Wholeness Corp Referral Partner Agreement (2013)

(United States)

This is the Referral Partner Agreement that will govern your participation on the Global Wholeness Corp Referral Partner Program. Please read this Agreement, then scroll to the bottom of the page to digitally sign this Agreement. To print a copy of this Agreement, please use your browser's print command.

REFERRAL PARTNER AGREEMENT

This Referral Partner Agreement is between Global Wholeness Corp a Scottsdale, AZ, based non-profit corporation ("Global Wholeness Corp") and You ("You" or "Your"). If You have registered for or on behalf of an entity, you are deemed to have accepted this Agreement on behalf of that entity.

This "Agreement" refers to, individually and collectively depending upon the context, this Referral Partner Agreement and any and all Referral Partner Program Policies and Guidelines as in effect from time to time.

In consideration of the mutual covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, agree as follows:

1 Registration, etc.

1.1 Registration. To use (or continue to use) any Global Wholeness Corp Referral Partner Program as a Referral Partner Program Member, You must provide Global Wholeness Corp with truthful, accurate and complete registration information. If any such information changes, You must immediately update Your registration information.

1.2 Verification. Global Wholeness Corp has the right to confirm or otherwise verify or check, in its sole determination, the truth and accuracy of any registration information at any time.

1.3 Participation. To join any Global Wholeness Corp Referral Partner Program, You must be an individual who is at least 18 years old or an entity, and must provide at Your expense your own computer equipment and Internet access.

1.4 Use of the Referral Partner Program. You may use Global Wholeness Corp Referral Partner Program only for business purposes and not for personal, household or family purposes. If You have registered in your personal capacity, you hereby acknowledge that the basic services made available by Global Wholeness Corp to Referral Partner Program Members are provided to You free of charge and solely for the purpose of facilitating business transactions. You hereby agree that You will only use such service for the purpose of facilitating business transactions for your business and for no other purpose.

2 Defined Terms

2.1 The following terms have the meanings indicated:

"Content" means information, data, text, documents, software, music, sound, photographs, graphics and video.

"Direct Expense Deductions" means credit card processing fees, applicable coupon code deductions, any consignment/royalty fees, and including any other direct expenses that Global Wholeness Corp incurs in the delivery of its products and services.

The words **"include," "includes" and "including"** shall be deemed to be followed by the phrase **"without limitation."**

"Intellectual Property Rights" means technology, templates, designs, Sites, methodologies, processes, names, strategies, marks, logos, content, documentation, training manuals, and other materials, as well as any and all patent, trade secret, trademark, copyright and other intellectual property and proprietary rights therein and thereto.

A **"link"** means any software, software code, programming or other technology or method (or any combination of the foregoing) that (i) creates a hyperlink between two Sites, or (ii) otherwise causes a Web access device to display to its user a **"banner," "button,"** text-mention, word, phrase, logo or other textual or graphical material that, when activated by a person, results in a Site being served to such person or such person being able to electronically access, receive or obtain Content, products, services or other offerings from the linked Site.

"Global Wholeness Corp Referral Partner Program" means one or more of the online advertising Referral Partner Programs operated by Global Wholeness Corp.

“Global Wholeness Corp Offerings” means (a) Global Wholeness Corp’s offerings to be a Referral Partner Program Member and (b) offerings provided by Global Wholeness Corp or any Global Wholeness Corp Related Parties in the form of technology, software, reports and databases, customer support, account management and other client services, symposia, summits and other educational and Referral Partner Program events, as well as any other tools, services, and other resources that may be provided or otherwise made available from time to time.

“Global Wholeness Corp Related Parties” means Global Wholeness Corp’s corporate affiliates and their contractors, licensors, licensees and suppliers.

“Net Commission” means the amount earned by Referral Partner Program Members for the linked sales of Global Wholeness Corp’s products or services excluding any monies obtained from shipping and handling fees, less certain Direct Expense Deductions.

The phrase **“provided by Global Wholeness Corp”** or **“Global Wholeness Corp-provided”** shall, when used in relation to tools, services, resources or other offerings, encompass the provision thereof by Global Wholeness Corp or Global Wholeness Corp Related Parties.

The phrase **“tracked by Global Wholeness Corp”** or **“Global Wholeness Corp-tracked”** shall, when used in relation to any Offering, encompass the tracking thereof by Global Wholeness Corp or Global Wholeness Corp Related Parties.

"Referral Partner" means any person that owns or operates a Site and/or other business that can acquire customers or other types of end users by way of the Internet.

"Referral Partner Program Member" refers to a Referral Partner that participates on one or more Global Wholeness Corp Referral Partner Programs and, through such participation and use of the appropriate Global Wholeness Corp Offerings, acts in accordance with this Agreement to display, distribute or place its qualifying links for compensation.

"Referral Partner Program Member Account Area" means, for any Global Wholeness Corp Referral Partner Program, the Webpage(s) or other area of the Site having the URL designated from time to time by Global Wholeness Corp for use by members of that Referral Partner Program for the purpose of facilitating formation of qualifying links, accessing reports and otherwise participating in such Global Wholeness Corp Referral Partner Program.

A **"qualifying link"** means any type or format of link that is provided or authorized by Global Wholeness Corp to be displayed, distributed or placed on or by a Site pursuant to an Offering and which, through addition and/or use of any technology and/or methodology, can be tracked so that such Global Wholeness Corp can monitor the impressions, click-throughs and/or other tracked activities achieved by the display, distribution and/or placement of such link. The term “qualifying link” shall also refer to any equivalent link, mechanism or technology that, upon being activated, causes the same result as clicking on a qualifying link.

"Site" means, as the context requires, either (a) one or more Web pages, database, computer files, emails, scripts, software or other application, or other destination, together with supporting files and programming, that are on, provided, or accessible through the Web or works on or in relation to the Web, or (b) a person owning or operating any such Site, or (c) both. A person that owns or operates a Site may have offline businesses which would not preclude it from being a Site for the purposes of this Agreement.

A **"tracked activity"** means any type of pre-agreed or predefined activity or result that is sought by a Referral Partner in relation to a qualifying link. The kinds of tracked activities that a Referral Partner may seek to promote through such arrangements may include, by way of example, impressions, click-throughs, the sale of products or services, the downloading of software, files or other items, the completion of an application, registration or other form, the opening of an account, membership enrollment, or any other kind of action, transaction or activity that can be tracked and reported upon.

"Web" or "Internet" or "online" means the global computer Referral Partner Program currently referred to as the Internet, including the World Wide Web, and any and all successor Referral Partner Programs, irrespective of what wired, wireless or otherwise connected device, platform or technology is used to access it.

3 Participation; Your Business

3.1 Participation. Subject to the terms and conditions in this Agreement, You may use the Global Wholeness Corp Offerings to Referral Partner Program Members via the Referral Partner Program Member Account Area or otherwise to enter into, track and report on, and/or manage (or have managed) Global Wholeness Corp-tracked Offerings on behalf of Your business.

3.2 Voluntary Participation. Your participation in any one or more Global Wholeness Corp Referral Partner Programs is as a Referral Partner Program Member. Your participation is purely voluntarily and You may terminate Your participation at any time. Global Wholeness Corp shall not be construed or deemed as having solicited, requested or procured You or Your services to promote Global Wholeness Corp or its respective trade or business, or goods, products, property, or services.

3.3 Not a Supplier, etc. You are not and shall not, at any time, be deemed to be a vendor, supplier or provider of goods or services to Global Wholeness Corp, and neither Your participation on any Global Wholeness Corp Referral Partner Program, use of any Global Wholeness Corp Offerings or receipt of payment of any compensation under any Global Wholeness Corp-tracked Offering shall be construed or be deemed to be an inducement for, solicitation of You to provide any products or services to Global Wholeness Corp.

3.4 Prohibited Activities. In respect or in relation to any Site (or portion thereof) used by You in connection with Your participation on any Global Wholeness Corp Referral Partner Program, You may not engage in any activity that is or constitutes, or that involves, facilitates, advocates or promotes, one or more of the following: (a) discrimination on the basis of race, ethnicity, gender, religion, sexual orientation, age or disability or any other unlawful basis under applicable law; (b) libelous, defamatory, threatening, harassing, tortious, or similarly abusive activities; (c) obscene, pornographic, sexually explicit or similar activities; (d) gambling; (e) sale, export or use of illegal substances; (f) terrorism, sedition or other illegal activities; (g) MP3, MPEG and/or other proprietary materials for download, sale or otherwise, in any case without the permission of the owner of the Intellectual Property Rights (h) a conflict or violation of any law or regulation or any Intellectual Property Rights or other rights of any person or entity; (i) harm to minors in any way; or (j) impersonation of any person, including any Global Wholeness Corp representative, or misrepresentation of affiliation with any person.

4 Offerings; Qualifying Links.

4.1 Use of Qualifying Links. Each qualifying link used by You in relation to a Global Wholeness Corp-tracked Offering must include, in unaltered form, the special "tagged" link codes and/or other transaction tracking codes in the manner and format made available or otherwise dictated by Global Wholeness Corp that, among other things, associate such qualifying link with such Offering.

4.2 No Modification, etc. of Qualifying Links. You will not modify, circumvent, impair, disable or otherwise interfere with any tracking codes and/or other technology and/or methodology required or made available by Global Wholeness Corp to be used in connection with such qualifying link so that it may be properly tracked by Global Wholeness Corp.

4.3 Termination of Qualifying Links. Global Wholeness Corp may terminate any qualifying links associated with any Global Wholeness Corp-tracked Offerings with which You have entered into directly with Global Wholeness Corp. You must remove any qualifying links after any termination of the corresponding Offerings. If qualifying links are not so removed, Global Wholeness Corp may redirect such links as it determines in its sole discretion, with or without compensation to You.

4.4 Discontinuing Use of Qualifying Links. You may at any time discontinue use of qualifying links by removing such qualifying links from Your Site, with or without notice to Global Wholeness, provided, however, that You remain subject to this Agreement until you separately terminate such Offering or Agreement.

4.5 Independent Contractors. Global Wholeness Corp is the host of each Global Wholeness Corp Referral Partner Program. Referral Partner Program Members are independent parties and Global Wholeness Corp does not and shall not have any responsibility or liability for the acts, omissions, promotions, content or qualifying links or other links of any Referral Partner Program Member or other third party, or for screening or policing the Sites or actions of Referral Partner Program Members.

5 Provision of Information

5.1 Reports. You acknowledge and agree that You shall receive reports from Global Wholeness Corp that identify You and may include data about You and Your qualifying links that are the bases for calculating compensation, if any, due to You from Global Wholeness Corp.

5.2 Errors. If You believe that any of Your Referral Partner Reports for any month contains errors in the data about Your Referral Partner Member qualifying links and activities, You must notify Global Wholeness Corp within ten days after the end of that month so that the matter may be resolved.

5.3 No Personal End User Data. In order to provide the majority of the Global Wholeness Corp Offerings, Global Wholeness Corp does not require to be provided, nor does it capture, certain personally-identifiable information (such as name, address, credit card numbers) about any end user who undertakes tracked activities in relation to You. Global

Wholeness Corp has no obligation or liability to You, to the extent permitted by applicable law, if You or any other person should provide such information, for whatever reason, to Global Wholeness Corp.

5.4 Privacy Policy. You will ensure that any and all Sites employed by You in connection with Your participation in any Global Wholeness Corp Referral Partner Program or any Global Wholeness Corp-tracked Offering will feature an easy-to-understand privacy policy.

5.5 Backing Up Data and Other Precautions. Data transfer, conversion, processing and storage are subject to the likelihood of human and machine errors, delays, interruptions and losses. Global Wholeness Corp is not liable for any such events or their consequences. You are solely responsible for adopting measures to limit the impact of such events, including backing up any reports or data provided to You. Global Wholeness Corp may, from time to time, with or without notice, change the time period covered, type and/or scope of current or historical data stored by Global Wholeness Corp and/or to which it provides You with access.

6 Your Obligations

6.1 You may not use any Global Wholeness Corp Offerings in connection with aggregating, soliciting or recruiting Referral Partner Program Members, other Sites or other persons to form or join a marketing, advertising or similar Referral Partner Program.

6.2 No Sublicense, etc. You may not sublicense, rent, lease, sell, resell, outsource or service bureau any Global Wholeness Corp Offerings, and any attempt to do so shall be null and void.

6.3 No Spam. You may not use any qualifying links in any electronic message unless (a) You have received the express written authorization of Global Wholeness Corp to use email or other electronic messages to promote it or its qualifying link and (b) any and all such electronic messages comply in all respects with this Agreement's terms and conditions, and any and all applicable laws, including the requirements of the Can Spam Act of 2003 (Public Law No. 108-187). Further, no electronic message initiated or sent by You or on Your behalf may identify Global Wholeness Corp as a sender or sponsor of such electronic message.

6.4 No Interference. You may not, through downloadable or other technology, replace, intercept, redirect, block, alter or otherwise interfere with the full functioning and intended actions of any qualifying link that has been placed or distributed by another Referral Partner Program Member including any action that would in any way prevent the behavior or result that would occur or would have occurred had an end user activated such qualifying link without Your interference.

6.5 No Infringing Uses. You may not use any name, trademark, service mark, domain name or other Intellectual Property Rights of any third party in connection with Your use of any qualifying links, any Global Wholeness Corp Referral Partner Program or any other Global Wholeness Corp Offerings, in any way or for any purpose that infringes or violates any Intellectual Property Rights or other rights of such third party, whether for the purpose of increasing the levels of tracked activities attributable to Your qualifying links or for any other purpose.

6.6 Fraud, Abuse, etc. You will not, and will not knowingly permit other persons to, engage in any fraudulent, abusive or illegal activity in connection with Your participation on any Global Wholeness Corp Referral Partner Program or Offering.

7 Grant of License to You

7.1 Your Use of Global Wholeness Corp Offerings. For each Global Wholeness Corp Referral Partner Program of which You are a member in good standing, Global Wholeness Corp grants You a personal, non-exclusive, non-transferable, non-sublicenseable, revocable and limited license and right, subject to the terms of this Agreement, to:

- (a) Participate in any Global Wholeness Corp Referral Partner Program for which You have registered as a Referral Partner Program Member.
- (b) Access the areas of the relevant Referral Partner Program Member Account Area necessary for Your participation in such Global Wholeness Corp Referral Partner Program as a Referral Partner Program Member.
- (c) Solely for Your use in connection with Your participation in such Global Wholeness Corp Referral Partner Program, download any reports made available to You by Global Wholeness Corp.
- (d) Use any software code or other Content that is provided by Global Wholeness Corp Solely for the purpose of creating and maintaining qualifying links in accordance with this Agreement and Your Offerings, for such purpose, and no other purpose, but only in the form so provided.

All other use of any Global Wholeness Corp Referral Partner Program, Referral Partner Program Member Account Area, any reports made available to You by Global Wholeness Corp and such software code or Content, including modification, publication, transmission, transfer or sale of, reproduction, creation of derivative works, distribution, performance, display, incorporation into another Site or mirroring is prohibited. Global Wholeness Corp may change the form and/or content of any report at any time without notice to You.

7.2 Use of the Global Wholeness Corp Name. This Agreement does not grant to You any license or right to use Global Wholeness Corp's name or any of its logos or trade or service names or marks, except to the extent required to be used in connection with an URL. You agree that You shall not disparage Global Wholeness Corp or any of the Global Wholeness Corp Referral Partner Programs or any other participants thereof.

7.3 Duration of License Rights; Reservation. The above licenses with respect to any Global Wholeness Corp Referral Partner Program are valid only while You remain a member of such Global Wholeness Corp Referral Partner Program as a Referral Partner Program Member in good standing and comply with this Agreement. Global Wholeness Corp may revoke any such license at any time by giving You notice by e-mail or in writing. Global Wholeness Corp reserves all rights that are not specifically granted to You by this Agreement.

8 Grant of Licenses to Global Wholeness Corp

8.1 Use of Your Content/Logo. In order to participate in the Global Wholeness Corp Referral Partner Program, You are **not** required to provide Global Wholeness Corp with any Content or other materials. **Global Wholeness Corp shall not use any of Your logos and/or other trademarks without Your prior written approval.** Any and all uses of Your logos and/or other trademarks shall be in accordance with Your specified usage guidelines.

8.2 Use of Your Name. Global Wholeness Corp shall have the right to refer to You by Your name in connection with any Global Wholeness Corp Referral Partner Program and/or the performance or provision of any Global Wholeness Corp Offerings, including in communications sent to actual or prospective participants of the Global Wholeness Corp Referral Partner Programs in which You participate.

8.3 Disclosure of Business Relationship. Nothing in this Agreement shall prevent Global Wholeness Corp from making any public or private statements about Your business relationship with Global Wholeness Corp and/or Your participation in any Global Wholeness Corp Referral Partner Program.

9 Representations and Warranties

9.1 You represent, warrant and covenant as follows:

- (a) You have the legal right to conduct any business conducted by You including in respect of any Site(s) participating in any Global Wholeness Corp Referral Partner Program; and
- (b) Any and all information You provided as part of the registration process or otherwise shall be truthful, accurate and complete, irrespective of any independent verification or other determination made by Global Wholeness Corp; and
- (c) This Agreement has been duly and validly authorized, accepted, executed and delivered by You (or Your authorized representative) and constitutes Your legal, valid, and binding obligation, enforceable against You in accordance with its terms; and the performance by You of this Agreement and the participation by You in any Global Wholeness Corp Referral Partner Program does not and shall not conflict with or violate (i) any law, rule, regulation, order, judgment, decree, agreement or instrument applicable to You or (ii) if You are an entity, any provision of Your certificate of incorporation or other organizational documents.

10 Non-Disclosure

10.1 Confidential Information. You acknowledge that in connection with Your participation on a Global Wholeness Corp Referral Partner Program and Offerings, You will be provided with confidential and proprietary data and information from time to time through reports as well as other Global Wholeness Corp Offerings to You through Your Referral Partner Program Member Account Area or otherwise. Such confidential and proprietary data and information may be owned variously by Global Wholeness Corp and/or its or their suppliers or contractors. You will retain ownership of any data and information that You independently collect through Your Sites without the use of Global Wholeness Corp Offerings, provided that any data and information that may be provided by You to Global Wholeness Corp shall be deemed to be covered by the licenses granted to Global Wholeness Corp under this Agreement.

10.2 Duty of Care. You will keep all reports, data and other confidential information provided to You through the Referral Partner Program Member Account Area or otherwise strictly confidential. Without Global Wholeness Corp's prior written consent, You will not disclose any such confidential information to any third party or use any such confidential information

other than solely as and to the extent required for you to perform under this Agreement and/or Your Offerings with Global Wholeness Corp.

10.3 Need to Know Basis. You may disclose any such confidential information only to Your employees, officers and directors who need to know such information in order to perform their respective duties; provided that each such person has a legal or contractual obligation to maintain the confidentiality of such information.

11 Payment & Order Processing Terms; Taxes

11.1 Payment Terms & Order Processing. Payment and ordering processing terms are outlined in Appendix A.

11.2 Taxes. You agree that You are solely responsible for any and all tax obligations, if any, due to all taxing authorities arising from or in connection with Your participation in any Global Wholeness Corp Offerings, and/or Global Wholeness Corp Referral Partner Program.

12 Compliance with Laws

12.1 You and Your affiliates, officers, directors, employees, consultants, agents and representatives, and the conduct of Your business, Your performance under any Offerings with Global Wholeness Corp and Your use of any Global Wholeness Corp Referral Partner Program and/or Global Wholeness Corp Offerings shall comply at all times with all applicable federal, state, provincial and foreign laws, ordinances, rules, regulations, orders, judgments and decrees.

13 DISCLAIMER OF WARRANTIES

13.1 EACH GLOBAL WHOLENESS CORP REFERRAL PARTNER PROGRAM AND ANY GLOBAL WHOLENESS CORP OFFERINGS ARE PROVIDED "AS IS, WHERE IS" AND "AS AVAILABLE."

13.2 EACH OF GLOBAL WHOLENESS CORP AND GLOBAL WHOLENESS CORP RELATED PARTIES HEREBY DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY AS TO ACCURACY, ADVERTISERABILITY, COMPLETENESS, CURRENTNESS, SECURITY, NON-INFRINGEMENT, TITLE, OR FITNESS FOR A PARTICULAR PURPOSE OF ANY GLOBAL WHOLENESS CORP REFERRAL PARTNER PROGRAM OR ANY GLOBAL WHOLENESS CORP OFFERINGS OR THAT YOUR USE OF THE SAME WILL BE UNINTERRUPTED OR ERROR-FREE.

14 LIMITATION ON LIABILITY

14.1 If You reasonably determine that any Global Wholeness Corp Offering does not materially meet Global Wholeness Corp's obligations under this Agreement, then You must notify Global Wholeness Corp in writing within ten (10) days of receiving any such allegedly nonconforming services. Your failure to so notify Global Wholeness Corp on a timely basis shall mean that You accept such services, and Global Wholeness Corp shall thereafter have no liability whatsoever with respect to such services. If upon receipt of any notice under this Section, Global Wholeness Corp may, at its sole discretion, reperform the service in question or otherwise provide You with any substitution or replacement services in lieu thereof. Any reperformance or provision of substitute or replacement services shall in no event be construed as an admission that the original service was nonconforming or otherwise improper, and Your acceptance of the same constitutes Your sole remedy and in such case constitutes Global Wholeness Corp's maximum liability for any such alleged breach of this Agreement.

14.2 IF, NOTWITHSTANDING THE ABOVE, LIABILITY IS IMPOSED ON GLOBAL WHOLENESS CORP OR GLOBAL WHOLENESS CORP RELATED PARTIES, THEN YOU AGREE THAT THE TOTAL LIABILITY OF GLOBAL WHOLENESS CORP AND GLOBAL WHOLENESS CORP RELATED PARTIES, AND ITS AND THEIR OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SUBCONTRACTORS AND REPRESENTATIVES, TO YOU WILL NOT EXCEED TWENTY-FIVE DOLLARS (\$25). YOU RECOGNIZE AND ACKNOWLEDGE THAT THIS LIMITATION OF DAMAGES IS FAIR AND REASONABLE, IN LIGHT OF THE FACT THAT GLOBAL WHOLENESS CORP IS PROVIDING THIS SERVICE TO YOU AT NO CHARGE TO YOU.

14.3 NONE OF GLOBAL WHOLENESS CORP AND GLOBAL WHOLENESS CORP RELATED PARTIES WILL BE LIABLE TO YOU (WHETHER IN CONTRACT OR BASED ON WARRANTY, NEGLIGENCE, TORT, STRICT LIABILITY OR OTHERWISE) FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, RELIANCE, PUNITIVE OR SPECIAL DAMAGES, INCLUDING LOSS OF REVENUE OR PROFITS, EVEN IF SUCH PERSON WAS AWARE THAT SUCH DAMAGES COULD RESULT.

14.4 THE LIMITATIONS ON LIABILITY SET FORTH IN THIS AGREEMENT SHALL NOT APPLY TO ANY LIABILITY FOR (I) DEATH OR PERSONAL INJURY RESULTING FROM GLOBAL WHOLENESS CORP'S NEGLIGENCE OR (II) FRAUDULENT MISREPRESENTATION ON THE PART OF GLOBAL WHOLENESS CORP. ADDITIONALLY, SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR

LIMITATION OF CERTAIN LIABILITIES. ACCORDINGLY, SOME OF THE ABOVE LIMITATIONS OF THIS SECTION 15 MAY NOT APPLY TO YOU.

15 Indemnification

15.1 You agree to defend, indemnify and hold harmless Global Wholeness Corp and Global Wholeness Corp Related Parties, and its and their directors, officers, employees, agents, subcontractors and representatives for and against any and all claims, actions, demands, liabilities, losses, damages, penalties, interest, judgments, settlements, costs and expenses (including reasonable attorneys' fees) that directly or indirectly arise out of or are based on: any misrepresentation or breach of any representation, warranty, or covenant made by You in this Agreement, any conduct, or activity, error or omission by You, including in relation to Your participation on any Global Wholeness Corp Referral Partner Program, performance of any Global Wholeness Corp-tracked Offering, or otherwise, any violation by You of any law, regulation or rule, Your use of any other Global Wholeness Corp Offerings, and/or any actual or alleged infringement by You of any Intellectual Property Rights or other rights of any person.

15.2 Global Wholeness Corp may, at its election in its sole discretion, assume the exclusive defense and control of any matter otherwise subject to indemnification by You. Global Wholeness Corp may participate in the defense of all claims as to which it does not assume defense and control, and You shall not settle any such claim without Global Wholeness Corp's prior written consent.

16 Amendments

16.1 Amendments. Upon at least fourteen (14) days' prior written notice, Global Wholeness Corp may, at any time, add to, remove or otherwise amend any or all terms, conditions and/or other provisions of this Agreement, including any Referral Partner Program Policies and Guidelines.

16.2 Changes in Service. Upon prior written notice, Global Wholeness Corp may add, remove, suspend or discontinue any aspect of any Global Wholeness Corp Referral Partner Program or any other Global Wholeness Corp Offering.

16.3 YOUR CONTINUED USE OF ANY GLOBAL WHOLENESS CORP REFERRAL PARTNER PROGRAM AND/OR GLOBAL WHOLENESS CORP OFFERING AFTER EXPIRATION OF ANY APPLICABLE PRIOR NOTICE PERIOD SHALL CONSTITUTE YOUR BINDING AND LEGALLY ENFORCEABLE AGREEMENT TO SUCH CHANGE. IF YOU DO NOT WISH TO ACCEPT ANY SUCH CHANGE, THEN YOU MUST TERMINATE YOUR ACCOUNT WITH SUCH GLOBAL WHOLENESS CORP REFERRAL PARTNER PROGRAM AND/OR GLOBAL WHOLENESS CORP OFFERING AND CEASE USING SUCH GLOBAL WHOLENESS CORP REFERRAL PARTNER PROGRAM AND ANY ASSOCIATED GLOBAL WHOLENESS CORP OFFERING.

17 Termination, etc.

17.1 Termination. You or Global Wholeness Corp may, at any time, with or without cause, terminate this Agreement and Your participation on any Global Wholeness Corp Referral Partner Program or use of any other Global Wholeness Corp Offering. You may affect such termination through Your Referral Partner Program Member Account Area or by written notice to Global Wholeness Corp subject to actual receipt thereof.

17.2 Restricted Use. Alternatively, Global Wholeness Corp may, in its sole discretion, suspend, limit, restrict, condition or deny Your access to or use of all or any part of any Global Wholeness Corp Referral Partner Program or any Global Wholeness Corp Offering.

18 Effects of Termination

18.1 Upon any termination of this Agreement and/or Your participation on all Global Wholeness Corp Referral Partner Programs:

- (a) You shall immediately cease to use and remove from any and all Site(s), whether or not owned or operated by You, any and all qualifying links and all other Content or materials provided to You in connection with Your participation on such Global Wholeness Corp Referral Partner Program or Your use of any other Global Wholeness Corp Offerings.
- (b) Any and all licenses and rights granted to You under this Agreement shall immediately cease and terminate.
- (c) Global Wholeness Corp may terminate or, in its sole discretion, direct or redirect to any destination Site any and all qualifying links continued to be used by You without Global Wholeness incurring any further liability or obligation to You.

(d) Any and all confidential or proprietary information of Global Wholeness Corp that is in Your possession or control must be immediately returned or destroyed. If requested, You will certify in a writing signed by You or an authorized officer as to the return or destruction of all such confidential or proprietary information.

18.2 Global Wholeness Corp may withhold and offset against any and all compensation and/or other fees that are then unpaid to You. Following assessment of any fees or other charges owing to Global Wholeness Corp, Global Wholeness Corp will pay any remaining monies owing to You under this Agreement. Such withholding of such compensation and/or other fees is in addition to any other rights and remedies that Global Wholeness Corp may have in contract, at law or in equity.

18.3 All rights or remedies arising out of a breach of any terms of this Agreement shall survive any such termination of this Agreement.

18.4 Sections 18 and 19, and any provision which by its terms are intended to survive any expiration or termination of this Agreement, will survive any expiration or termination of this Agreement. Your representations and warranties in this Agreement shall survive execution, delivery, acceptance, performance, expiration or termination of this Agreement.

19 Miscellaneous

19.1 Independent Contractors. The parties are independent contractors and not partners, joint venturers or, except as specifically provided herein in respect of Global Wholeness Corp being your limited commercial agent. Other than in respect of the obligation of Global Wholeness Corp to pay You under the Terms of this Agreement, nothing in this Agreement shall confer upon either party any authority to obligate or bind the other in any respect or cause either party to have a fiduciary relationship to the other.

19.2 Force Majeure. Global Wholeness Corp shall not be liable to You by reason of any failure or delay in the performance of its obligations hereunder on account of strikes, shortages, riots, insurrection, fires, flood, storm, explosions, acts of God, war, governmental action, strikes, lockouts or other industrial disputes, earthquakes, interruptions in telecommunications services or Internet facilities, or any other cause which is beyond the reasonable control of Global Wholeness Corp, whether or not similar to the foregoing.

19.3 Assignability. You shall not assign or delegate any of the rights or obligations under this Agreement, and any such attempted assignment or delegation shall be void. Subject to the preceding sentence, this Agreement is binding on and inures to the benefit of the respective successors, heirs and assigns of each party.

19.4 Severability. If any portion of this Agreement is held by a court with jurisdiction to be invalid or unenforceable, the remaining portions hereof, shall remain in full force and effect.. If any provision of this Agreement shall be judicially unenforceable in any jurisdiction, such provision shall not be affected with respect to any other jurisdiction.

19.5 Governing Law; Consent to Jurisdiction; Jury Trial Waiver. This Agreement shall be governed by and construed in accordance with the laws of the State of Arizona, U.S.A., without regard to its conflicts of law principles. You consent to the personal and exclusive jurisdiction of the Federal and Arizona State courts sitting in Maricopa County, Arizona, U.S.A. EACH PARTY WAIVES RIGHTS TO TRIAL BY JURY IN RESPECT OF ANY ACTION, SUIT OR PROCEEDING ARISING OUT OF THIS AGREEMENT. The U.N. Convention on the International Sale of Goods shall not apply to this Agreement.

19.6 Entire Agreement; Third Party Beneficiaries. This Agreement is the entire agreement between the parties pertaining to its subject matter, and supersedes all prior written or oral agreements (including prior versions of this Agreement and any conflicting confidentiality agreements), representations, warranties or covenants between the parties with respect to such subject matter. You have not relied on any representation, warranty, collateral contract or other assurance (except those set out in this Agreement) made by or on behalf of Global Wholeness Corp before you entered into this Agreement, and you waive all rights and remedies which, but for this clause, might otherwise be available to you in respect of any such representation, warranty, collateral contract or other assurance. There are no third party beneficiaries of this Agreement. The headings of sections or other subdivisions of this Agreement will not affect in any way the meaning or interpretation of this Agreement.

19.7 Notices. Global Wholeness Corp may provide notices to You by posting notices or links to notices in Your Referral Partner Program Member Account Area. Notices to You also may be made via e-mail, regular mail, overnight courier or facsimile at your contact addresses of record for any Global Wholeness Corp Referral Partner Program. If you provide notice to Global Wholeness Corp, such notice shall be sent, postage prepaid by U.S. registered or certified mail or by international or domestic overnight courier, to: Global Wholeness Corp Corporation, 4727 E. Bell Rd. Suite 45-220, Phoenix, Arizona 85032.

Attn: President. Notices sent by email or teletype, with or without electronic confirmation, will not be deemed to be valid unless actual receipt is confirmed in writing by an authorized personnel member of Global Wholeness Corp.

APPENDIX A

1. Order Processing: We will process orders placed by customers who follow the Links from your Website to the Global Wholeness Corp Website and/or Sacred Journey of the Heart Website. We reserve the right, at our sole discretion, to reject orders that do not comply with certain requirements, which we may establish from time to time. All aspects of order processing and fulfillment, including order entry, customer service, cancellations, returns and payment processing will be our responsibility.

2. Order Tracking: We will track the amount of sales generated by your Website and will make this information available to you through our Website in our Referral Partner Program Member Account Area. To permit accurate tracking, reporting, and fee accrual, you must ensure that the Links between your Website and our Website are properly formatted. You are responsible to inform Global Wholeness Corp of any suspected problems in the tracking code immediately.

3. Net Commissions:

(a) **Products Category A:** We will pay you a Fifty (50%) Net Commission on products created and owned exclusively by Global Wholeness Corp, with the exception of the film DVD or internet online streaming of the film and film related video material (see (b)). Net Commission is calculated based on the product price only, exclusive of any revenue obtained from shipping and handling fees, less certain Direct Expense Deductions.

(b) **Products Category B:** We will pay you a Twenty (20%) Net Commission on products created and owned exclusively by Global Wholeness Corp consisting of the film DVD and internet online streaming of the film and film related video material.

(c) **Services:** We will pay you a Ten (10%) Net Commission on certain services offered exclusively by Global Wholeness Corp. Net Commission is calculated based on the service price only, less certain Direct Expense Deductions.

(d) **Commissionable Sale:** For a sale to generate a Net Commission, the customer must follow the Link for your Website to our Website, purchase the product or service in question using our online ordering system, accept delivery of the products or service, if applicable, at the shipping destination, and remit full payment to us. A Net Commission will only be paid if the customer is tracked as originating from your Link from the time of the Link to the time of the sale.

(e) **Completion of Sale:** (i) Products: We will pay Net Commissions for products for which we deliver to such customer and for which we have received full payment using our online ordering system, and for which the customer accepts delivery of the product. (ii) Services: We will pay Net Commission for services for which we have received full payment using our online ordering system and which are beyond the cancellation date, usually 30 days from initial purchase. (iii) However, no Net Commission will be paid for product or service orders that are refunded, not paid for, undeliverable or payment for which is credited to any customer.

(f) **Sole Discretion:** Global Wholeness Corp shall set the price of any products and services at its sole discretion.

(g) **Payments:** We will pay your Net Commission on a monthly basis when total Net Commissions equal or exceed \$100.00. Within approximately 30 days following the end of each month, we will send you a check for the Net Commission earned on the products shipped and services paid for during the preceding month. If the Net Commission payable to you for any month is less than one hundred (\$100.00) U.S. dollars, we will hold those Net Commissions until such time as your Net Commission earned equals at least one hundred (\$100.00) U.S. dollars. If a product or service sale that generated Net Commission is refunded by the customer, we will deduct the corresponding Net Commission from your next monthly payment. We reserve the right to remit payments to you electronically, in our sole discretion.

(h) **Fraud:** Global Wholeness Corp retains the right to review all Net Commissions for possible fraud. Any incidence of fraud constitutes a breach of this Agreement, and Global Wholeness Corp retains full authority to terminate this Agreement immediately.