

# Independent Buyezee Affiliate (IBA) Agreement

## 1. GENERAL

This Independent Buyezee Affiliate ("IBA") Agreement, and the Buyezee AFFILIATE Global Incentives Plan (collectively the "Agreement") explains and governs the relationship between each IBA with Buyezee LLC, whose registered office in the State of Delaware is 1013 Centre Road, Suite 403-A in the City of Wilmington, County of New Castle, 19805, USA and Registration No.0523637 (the "COMPANY").

Each IBA is required to read, understand, and comply with all terms and conditions of the Agreement. The Agreement shall constitute the entire understanding of the parties. All parts of this Agreement shall apply to the Registered IBA.

The Agreement is subject to revision by COMPANY from time to time at its sole discretion. The Agreement shall govern all aspects of the relationships between COMPANY and its Independent Buyezee AFFILIATES (IBA's). The current Agreement is available on the COMPANY website.

## 2. BECOMING AN INDEPENDENT BUYEZEE AFFILIATE

To become an IBA, a new applicant is required to read and agree to the terms of the Application and Agreement. The application should be accurately completed in its entirety and the applicant(s), including all partners, shareholders and equity owners, must agree to the terms of the Application and Agreement personally. Electronically submitted applications are considered as a received document. The COMPANY reserves the right to reject any Application at its sole discretion. Upon notification of acceptance by COMPANY, the new IBA will be entered into the COMPANY computer and electronic business files. If there are any errors on an Application, IBAs should verify with the COMPANY Support Department as soon as the error is discovered to avoid delays in any rights under the Agreement.

Eligibility requirements to become an Independent Buyezee AFFILIATE are as follows:

A. Legal Age. Any individual who is of legal age and residing in a country where the COMPANY is doing business is eligible to become an IBA.

B. ID Number. An Identification Number is to be inserted on the Application. This number should be either the Individual's Social Security Number, a Federal Tax Identification Number, if applying as a business, or a government I.D., such as a passport number. Incorrect Tax I.D. Numbers can result in termination of this agreement.

C. Legal Entity. If an Applicant is a corporation, partnership or other legal entity, all shareholder(s) of the corporate applicant, all partner(s) of the partnership or all owners of the legal entity applicant must agree to the Application, a list of the names of each shareholder of the corporate Applicant, each partner of the partnership Applicant, or each owner if another legal entity must accompany the Application. All legal documentation should be submitted with the Application, including but not limited to, articles of incorporation or organization, partnership agreements, regulations, charters, licenses, shareholder agreements, partnership agreements, and other pertinent legal information. The Application can be rejected without such documentation.

D. Change of your enrolling IBA. IBAs wishing to change their registering IBA can do so only by resigning and then waiting one (1) year before re registering with a different IBA.

E. Independent Contractors. IBAs are Independent Contractors. They are not franchisees, joint ventures, partners, employees or agents of COMPANY, and are prohibited from stating or implying whether orally or in writing, otherwise. IBAs have no authority to bind COMPANY to any obligation. COMPANY is not responsible for payment or co-payment of any employee benefits. IBAs are responsible for liability, health, disability, workmen's compensation and other insurance and for any other registration required by the laws of the country of residence of the IBA. IBAs set their own hours and determine how to conduct their COMPANY business and are responsible for their own management decisions subject to the Agreement. The reference to "position" is as it applies to IBA's participation in the Buyezee Marketing structure (the Buyezee AFFILIATE Commission Plan) and adherence to the Agreement.

F. No Product or Service Purchase Required. No IBA is required to purchase Buyezee products, services, marketing aids in order to participate, progress or receive commissions from this agreement and the Buyezee AFFILIATE Commission Plan.

G. Vested Interest. An IBA can only have a vested interest in one IBA Agreement only.

## 3. CHANGES IN INDEPENDENT BUYEZEE AFFILIATE STATUS

A. Death. Upon the death of an IBA, the rights and responsibilities of the IBA are passed on to the rightful heir(s) as determined by a court of competent jurisdiction. The heir(s) must also confirm in writing within ninety (90) days that he or she shall be bound by the terms and conditions of the Agreement.

B. Divorce. Upon divorce, COMPANY must be notified as to which former spouse will assume ownership of the IBA position as determined by a court of competent jurisdiction. A change in the ownership of the IBA position will not take place until COMPANY receives a copy of the divorce documentation. Should the party who does not assume ownership of the IBA position desire to remain an IBA; he/she may do so by submitting a new IBA Application at the time the divorce documentation is submitted to COMPANY. He/she shall then be entered as a new IBA under the original IBA Enroller.

C. Marriage. If two (2) existing IBAs marry, they may maintain their separate IBA positions.

D. Dissolution of Corporate or Partnership IBA POSITION. Upon the dissolution of a corporation or termination of a partnership which owns the IBA POSITION, the ownership of the IBA POSITION will be transferred pursuant to the agreement among the shareholders or partners or upon order of a court of competent jurisdiction upon written notification to COMPANY. If one or more of the partners or shareholders in an IBA POSITION terminates his/her ongoing relationship with COMPANY by leaving the partnership or disposing of his/her share of equity holdings, such parties, including the departing party, shall continue to be bound by the terms of the IBA Agreement. If a dispute arises over the disposition of the partnership interest, or assets, or share holdings or corporate assets, or the income from the IBA POSITION, COMPANY may suspend the IBA POSITION and hold all commissions until the dispute over the disposition is resolved by agreement between the parties or by an order from a court of competent jurisdiction.

E. Sale of an IBA POSITION or any rights, direct or indirect, relating to an IBA POSITION may not be transferred by the IBA without prior written approval from COMPANY, in its sole and absolute discretion. No sale will be approved unless it includes a covenant by the seller not to solicit his/her prior Group of IBAs for at least six (6) months after the effective date of the sale.

An IBA POSITION or any right thereto which is under suspension, on probation, or subject to any disciplinary action or any investigation by or on behalf of COMPANY, may not be sold or otherwise transferred while such condition continues.

The Purchase and Sale Agreement must include a provision in which the parties agree upon the ownership of the inventory of the IBA POSITION upon the sale. COMPANY shall not grant a refund on inventory from a person who sold his/her interest in an IBA POSITION.

The seller may not reapply or purchase another COMPANY POSITION for a period of twelve (12) months, either as an individual, partnership or corporation or other legal entity.

The purchaser of an IBA POSITION shall be responsible for all acts or omissions of the seller in contravention of the Agreement for a period of six (6) months after the date of COMPANY's approval of the sale or transfer. For purposes of this provision, the seller will be required to continue to comply with all post-termination obligations of the Agreement.

F. Mergers; Addition of Co-IBAs, Partners, Shareholders and/or Owners. Mergers will be permitted only between enroller and its first level. COMPANY reserves the right in its sole and absolute discretion to approve or disapprove any proposed merger or admission of Co-IBAs, partners, shareholders or other owners. The admission of a Co-IBA, partner, shareholder or other owner must create a bona fide business relationship and must not involve the addition of inactive persons or of entities or other persons or entities which "pass through" income to others.

G. Withdrawal or Removal of Co-IBAs, Partners and/or Owners. If a Co-IBA, Partner or Owner is removed or withdrawn from the IBA POSITION, the remaining IBA POSITION shall be responsible for all acts or omissions in contravention of the Agreements, of those who have left the IBA POSITION, for a period of six (6) months after the date of the departure of the Co-IBA, Partner, or Owner for purposes of this provision, the seller will be required to continue to comply with all terms post-termination obligations of the Agreement.

H. Name Change. An IBA may change the operating name of the IBA POSITION by forwarding written notification to COMPANY. COMPANY reserves the right to request the Articles of Incorporation of a corporation or Partnership Agreement of a partnership, or any amendments pertaining thereto, as well as any other relevant documents or corporate or partnership documentation relating to ownership or control.

J. Suspension of Commission Payments. If there is any question over the disposition of the IBA POSITION or the income from the IBA POSITION (whether by reason of an event described in A through J or otherwise), COMPANY may suspend the IBA POSITION and hold all commissions and bonuses until the dispute over the disposition is resolved by agreement between the parties or by an order from a court of competent jurisdiction.

#### 4. TAXES AND GOVERNMENTAL REPORTS

A. Taxes. All IBAs are personally responsible for all taxes due on any earnings from COMPANY or on sales proceeds or earnings from selling COMPANY'S products. COMPANY will provide a record of any and all moneys paid by COMPANY to each IBA and will issue and file such reports to governmental agencies or others as may be required by law. IBAs will not be treated as an employee of COMPANY for US federal or state tax or National income tax purposes. To safeguard that no tax evasion can occur, the IBA, who is not a US resident, must give the Company a bank account in their country of residence to which COMPANY can make payments of any amount due by COMPANY to the IBA.

B. Sales Tax. COMPANY provides the service of collecting sales tax at the time of purchase from all Residents of the State of Delaware and remitting it to the State of Delaware where and when applicable. The amount of sales tax is based upon the suggested retail price of the product calculated at the local tax rate from where the product is purchased/shipped. No sales tax or VAT is foreseen on sales outside of the US. If such tax would be levied, the IBA will immediately inform COMPANY, which will take appropriate action, including remitting, if needed the sales tax/VAT to the appropriate authority.

#### 5. AFFILIATE COMMISSION PLAN AND TERMS

See corporate web site "Buyezee AFFILIATE Commission Plan" and future additions.

A. Commission Check Processing Fees – A processing fee will be charged on all commission payments in the following amounts:

Payment amount from €1 to €100.00 (€2.00 Processing Fee)

Payment amount from €100.01 and €500.00 (€3.00 Processing Fee)

Payment amount from €500.01 and above (€4.00 Processing Fee)

Minimum Commission Payout is €40, balances beneath this payment threshold will be carried forward to the next or subsequent payment dates until the balance exceeds €40 and will then be released for payment.

## 6. LIMITED LICENSE

COMPANY has certain trademarks, service marks, trade names, slogans, symbols, and colour schemes that are proprietary. Except for marketing materials, sample products, and advertising provided or sold to the IBAs by COMPANY, the IBA shall not use or display such trademarks, service marks, trade names, slogans, symbols, and colour schemes without COMPANY'S prior written permission. IBA acknowledges that any right to use COMPANY'S Marks and copyrighted materials in non-exclusive, and the COMPANY has the right and sole discretion to grant others the right to use such Marks and materials. IBA expressly recognizes that any and all good will affiliated with the Marks and copyrighted materials (including goodwill arising from IBAs use) inures directly and exclusively to the benefit of COMPANY and is the property of COMPANY, and that, on expiration or termination of this Agreement, no monetary amount shall be attributable to any goodwill affiliated with IBAs use of the Marks or copyrighted materials.

## 7. ADVERTISING

Trademarks/Service Marks. IBAs shall not advertise COMPANY'S in any way other than by use of authorized advertising or promotional materials made available to the IBA by COMPANY.

A. IBAs are prohibited from using COMPANY'S trademarks, service marks, trade names, slogans, symbols, and colour schemes in advertising in a manner that would suggest or imply that they are employed by or are agents of COMPANY. All advertisements must provide the name of an Independent Buyezee AFFILIATE only. IBAs shall not make any representations as to potential income to be received by a prospective IBA.

B. No Reproduction. All COMPANY materials, whether printed, on film or produced by audio or video recording are copyrighted and may not be reproduced in whole or in part by IBAs or any other person unless authorized in writing by COMPANY.

C. No Distribution. IBAs may not produce, use or distribute any information relative to the contents, characteristics, or properties of COMPANY'S products which has not been provided directly by / or prior approved by COMPANY. This includes but is not limited to print, audio or online media.

D. Deceptive Materials. IBAs may not produce, sell or distribute literature, films, audio recordings or video recordings which are deceptively similar in nature to those produced, published, and provided by COMPANY for its IBAs. An IBA may not purchase, sell, or distribute non-COMPANY materials that imply or suggest that said materials originate from COMPANY.

E. Approved Vendors. Any and all support materials, e.g. promotional and premium items are to be sold and/or distributed only by COMPANY or COMPANY approved vendors.

F. Telephone Use. IBAs may not answer the telephone and/or use any telephonic message device in a way that would represent or imply that they are employed by or are agents of COMPANY.

G. Listing of Name. IBAs may be listed in telephone directories white or yellow pages as follows: "Individual or Company Name", an Independent Buyezee AFFILIATE. "Address and/or Telephone Number"

H. Further Restrictions. COMPANY prohibits the use of its trademarks, service marks, trade names, slogans or symbols or any of its product trade names or any copyrighted materials through telephonic devices, including computer networks, facsimile machines or other automatic calling devices for the purpose of soliciting potential IBAs or customers.

I. Media Opportunities. Media opportunities are not individual sales opportunities. All media opportunities must be referred to COMPANY'S IBA Relations department. IBAs must not have any contact with the media unless prior written authorization is received from COMPANY.

J. Donations. IBAs are permitted to make personal donations of product or funds to an organization or program provided they do not represent the donation as being from COMPANY.

K. Media Coverage. Donations may not be made for the purpose of soliciting media coverage. If the media solicits coverage of an event, COMPANY'S IBA Relations department must be notified immediately to review the media opportunity.

L. Repackaging. IBA may not re-label, repackage, or modify COMPANY'S packaged or shipped materials in any way.

P. Internet Policy. IBAs may not advertise or promote their IBA business or COMPANY'S business, products or Buyezee AFFILIATE Commission Plan or use COMPANY'S name in any electronic media or transmission, including on the Internet via web sites or otherwise, without the prior written approval of COMPANY, whose approval may be withheld at its sole discretion. If written approval is given, IBAs must abide by the guidelines set forth by COMPANY, including but not limited to the following:

(i) IBAs shall not make offers or solicitations in the guise of research, surveys or informal communication, when the real intent is to sell products or services or enrol IBAs;

(ii) IBAs operating on-line websites, whether or not they collect personal information from individual consumers, shall disclose to the consumer in a prominent place on the website how the consumer information will be used and must follow any laws regulating the handling of personal data;

(iii) IBAs sharing personal information collected on-line should provide individual consumers with an opportunity to prohibit the dissemination of such information, and if any consumer requests that his or her personal information not be shared, IBAs shall refrain from sharing such information;

(iv) IBAs shall provide individual consumers the option to terminate any further communication between the IBAs and the consumer and if any consumer requests that an IBA cease communication, the IBA should immediately stop communicating upon such request;

(v) IBAs must abide by all laws and regulations regarding electronic communications, including but limited to any provision requiring prior consent for unsolicited contacts via electronic media;

(vi) IBAs may not distribute content by use of distribution lists or to any person who has not given specific permission to be included in such a process; spamming or distribution of chain letters or junk mail is not allowed;

(vii) IBAs may not distribute content that is unlawful, harassing, libellous, slanderous, abusive, threatening, harmful, vulgar, obscene, or otherwise objectionable material or which could otherwise give rise to civil liability or otherwise violate any applicable local, state, national or international law or regulation; and

(viii) IBAs may not send bulk unsolicited e-mails to persons who have not requested information. Spam is strictly prohibited.

## 8. DELAYS

COMPANY shall not be responsible for delays and failures in performance of its obligations when performance is made commercially impracticable due to circumstances beyond its reasonable control. This includes, without limitation, strikes, labour difficulties, riots, wars, fires, death, curtailment of a party's source of supply, or government decrees.

## 9. RENEWAL

The term of the IBA Agreement is one (1) year from the date of its acceptance by COMPANY and is automatically renewable on the then current Terms of the IBA Agreement. The IBA Agreement must be renewed each year.

## 10. CONFLICTS OF INTEREST AND CONFIDENTIALITY

Confidentiality. During the term of the Agreement, COMPANY may supply to IBAs confidential information, including, but not limited to customer lists, customer information developed by COMPANY or developed for and on behalf of COMPANY by IBAs, (including, but not limited to, customer and IBA profiles and product purchase information), IBA lists, manufacturer and supplier information, business reports, commission or sales reports and such other financial and business information which COMPANY may designate as confidential. All such information (whether in written or electronic form) is proprietary and confidential to COMPANY and is transmitted to IBAs in strictest confidence on a "need to know" basis for use solely in IBAs' business with COMPANY. IBAs must keep such information confidential and must not disclose any such information to any third party, directly, or indirectly. IBAs must not use the information to compete with COMPANY or for any purpose other than promoting COMPANY'S program and its products and services. Upon expiration, non-renewal or termination of the Agreement, IBAs must continue to keep such information confidential, discontinue the use of such confidential information and promptly return any confidential information in their possession and all copies thereof to COMPANY.

## 11. PROHIBITED USAGE.

The COMPANY strictly prohibits the use of manual methods, bots, scripts, software, or any other form of automated processes to generate PPC ("clicks"). The COMPANY pays commissions only on legitimate Buyezee Shopping Activity generated by actual Buyezee Users generating actual visits to the Shopping Websites linked to the Buyezee Shopping Applications.

The COMPANY strictly prohibits IBAs artificially increasing the Buyezee User Statistics (clicks) via artificial or manual methods and will not compensate IBAs for Click Activity obtained through any artificial method.

Violations of this policy can lead to IMMEDIATE FORFEITURE OF THE "BUYEEZEE DISTRIBUTION RIGHTS" AND THE TERMINATION OF THE IBA.

Filtering and NON Payment for "Excessive PPC Click Activity"

The Company has the right to and will filter out "excessive PPC activity or clicks" in calculating Buyezee Commissions. The following are some but not all examples of how the Company filters out "excessive activity or clicks" in order to calculate correct Buyezee Commissions:

- More than two (2) clicks from same IP address on the same merchant/shopping Website link within sixty (60) seconds.
- More than two (2) clicks from the same IP address in one (1) second flagging specific IP and/or User Statistics that have been determined to be fraud or bots, all excessive activity from these flagged IP or user agents are filtered.

The Excessive Usage Violation determination is at the sole discretion of the Company.

## 12. ERRORS OR QUESTIONS

If an IBA has questions about or believes any errors have been made regarding Commissions, Bonuses, Sales Activity Reports, or charges, the IBA must notify COMPANY within thirty (30) days of the date of the unreported error or incident in question. COMPANY will not be responsible for any errors, omissions or problems not reported to it within 30 days.

## 13. NON-DISPARAGEMENT

IBAs must not disparage other COMPANY IBAs, COMPANY'S products/services, the Marketing and Compensation Plan, or COMPANY'S employees.

## 14. OBJECTIONABLE ACTIVITY OR CONDUCT

IBAs may not distribute material, have written correspondence, telephone contact, voice mail and/or electronic mail that is or contains unlawful, harassing, libellous, slanderous, abusive, threatening, harmful, vulgar, obscene, or otherwise objectionable material or which could otherwise give rise to civil liability or otherwise violate any applicable local, state, national or international law or regulation.

## 15. DISPUTE RESOLUTION AND DISCIPLINARY PROCEEDINGS

A. Disciplinary Sanctions. Violation of the Agreement, fraudulent, deceptive or unethical business conduct by any IBA may result, at COMPANY'S discretion, in one or more of the following corrective measures:

1. Issuance of a written warning or admonition;
2. Requiring the IBA to take immediate corrective measures;
3. Imposition of a fine, which may be withheld from commission checks;
4. Loss of rights to one or more commission payments;
5. Any other measure which COMPANY deems practicable to implement to equitably resolve injuries caused partially or exclusively by the IBAs policy violation or contractual breach.
6. Suspension of the individual's IBA POSITION for one or more pay periods;
7. Involuntary cancellation of the offending IBA POSITION;
8. Immediate removal of the IBA web site(s);
9. Any other measures expressly allowed within any provision of the Agreement or allowed by law;

The IBA is only entitled to a commission if he or she is not in violation of the Agreement.

B. Reconsideration. In the event an IBA is terminated and desires for his or her termination to be reconsidered, COMPANY must receive the request for reconsideration in writing within 15 days from the date of notice of termination. If no request for reconsideration is received within the 15 day period, the termination will automatically be deemed final. If an IBA files a timely notice of request for reconsideration, COMPANY will review the request for reconsideration and notify the IBA and the Ethics Committee of its decision within 10 days after receipt of the request for reconsideration. The decision of COMPANY will be final and subject to no further review. In the event the termination is not rescinded, the termination will remain effective as of the date stated in the original termination notice. The Ethics Committee will consist of officers of the COMPANY and at times, as determined in COMPANY'S sole discretion, other IBAs selected by COMPANY.

C. Grievances and Complaints. When an IBA has a grievance or complaint with another IBA regarding any practice or conduct in relationship to their respective COMPANY businesses, the complaining IBA should first report problem to their registering IBA who should review the matter. If the matter cannot be resolved it must be reported in writing to the IBA Services Department at COMPANY. COMPANY will review the facts and resolve it.

### D. Cost Effective Dispute Resolution/Waiver of Jury Trial.

If a dispute arises relating to any relationship between or among COMPANY, its Officers, Employees, IBAs, Customers, or Vendors or arising out of any products or services provided by COMPANY, it is expected that the parties will attempt in good faith to resolve any such dispute in amicable and mutually satisfactory manner. In the event such efforts are unsuccessful, either Party may serve a notice of mediation on the other Party. Notice of mediation shall be personally delivered or sent by prepaid registered airmail or air courier, and shall be effective on receipt thereof by the Party to whom it is addressed. Proof of receipt shall be a receipt signed by an officer or responsible official of the Party to whom it is addressed. The Notice of Mediation shall be dated, and without prejudice to any right under the Rules permitting subsequent modifications, and shall specify the claims issues that are to be addressed in the mediation. If differences cannot be resolved by mediation, the Parties agree that, in order to promote to the fullest extent reasonably possible a mutually amicable resolution of the dispute in a timely, efficient and cost-effective manner, they will waive their respective rights to a trial by jury and settle their dispute by submitting the controversy to arbitration in accordance with the commercial rules of the American Arbitration Association ("A.A.A."), except that all Parties shall be entitled to all discovery rights allowed under the Federal Rules of Civil Procedure as those rules exist in the United States Federal Court for the District of Delaware.

The Arbitration shall be governed by the Federal Arbitration Act, 9 U.S.C. 1 et al, and the judgement upon the award rendered by the arbitrator may be entered by a court of competent jurisdiction thereof. If an IBA files a claim or counter claim against COMPANY, he or she may only do so on an individual basis through arbitration and not with any other IBA or as part of a class or consolidated action. Any substantive or procedural rights other than the enforceability of the arbitration agreement shall be governed by Delaware or International law, without regard to Delaware or International 'conflict of law principles. The Parties further expressly agree (a) the arbitrator shall only reach his or her decision by applying strict rules of law to the facts; (b) the arbitration shall be conducted in the English language, in Delaware or International location of COMPANY choice; (c) the Party in whose favour the arbitration, including, but not limited to, attorneys' fees and the cost and expense of administrating the arbitration proceedings, as well as any costs and attorneys' fees incurred in executing on or enforcing the arbitration award; and (d) the arbitral award shall be issued in Delaware, USA or an International location of COMPANY choice. No Party shall be entitled to commence or maintain any action in a court of law upon any matter in dispute until such matter shall have been submitted and determined as provided herein and then only for the enforcement of such arbitration award. Provided that, notwithstanding this dispute resolution policy, either Party may apply to a court of competent jurisdiction in Delaware to seek injunctive relief before or after the pendency of any arbitration proceeding. The institution of any action for injunctive relief shall not constitute a waiver of the right or obligation of any party to submit any claim seeking relief other than injunctive relief. Notwithstanding the foregoing, the arbitrator shall have no jurisdiction over disputes relating to the ownership, validity, use or registration of any mark, copyright, or other intellectual property or proprietary or confidential information of COMPANY without COMPANY'S prior written consent. COMPANY may seek any applicable remedy in any applicable forum with respect to these disputes and with respect to money owing to COMPANY. In addition to monetary damages, COMPANY may obtain injunctive relief against any violation of the Agreement or misuse of COMPANY'S trademarks, copyrights or confidential information.

Nothing in this rule shall prevent COMPANY from terminating the Agreement or from applying to and obtaining from any court having jurisdiction a writ of attachment, a temporary injunction, preliminary injunction and/or other injunctive or emergency relief available to safeguard and protect COMPANY'S interests prior to the filing of or during or following any arbitration or other proceeding or pending the handing down of a decision or award in connection with any arbitration or other proceeding. Nothing contained herein shall be deemed to give the arbitrator any authority, power or right to alter, change, amend, modify, add to, or to subtract from any of the provisions of the Policies or Procedures, Buyezee AFFILIATE Commission Plan or the Agreement.

E. Governing Law, Jurisdiction and Venue. Sole and exclusive jurisdiction and venue of any matter shall reside in Wilmington, State of Delaware, except to the extent invoking the jurisdiction of another court is necessary to enforce any judgement or order entered by the arbitrator or court located in Wilmington, State of Delaware. Judgement upon the award may be entered by the United States Federal District Court of appropriate County Superior Court located in the State of Delaware or application may be made to such court for the judicial acceptance of the award and order of enforcement, as the case may be if the Arbitrator's award or decision is not complied with within seven (7) days of the Arbitrator's decision, except as expressly set forth herein. Except as set forth herein, Arbitration shall be the sole and exclusive procedure for resolution of disputes between the parties, including any disputes that might arise after termination of this Agreement.

## 16. NOTICES

All notices to be given pursuant to the Agreement shall be deemed to have been properly given by depositing the notice in the mail, addressed to the subject IBA at the last address on file with COMPANY, post-paid and registered or certified; or delivery by hand or by a recognized overnight delivery service; or by facsimile transmission; or by email. All notices shall be deemed given; three (3) business days from the date of postmark, if sent by mail; two (2) days after notice is deposited with a delivery service; or same day if delivered by hand or upon transmission by facsimile or by email.

## 17. NON-WAIVER PROVISION

Failure of COMPANY to exercise any right stated in the Agreement shall not constitute a waiver of COMPANY'S right to demand exact compliance therewith. Waiver by COMPANY of any breach of any provision of the Agreements shall not constitute a waiver of any prior, concurrent, or subsequent breach by the IBA. Waiver by COMPANY must be issued in writing by an authorized officer.

## 18. SEVERABILITY

If under any applicable and binding law or rule of any applicable jurisdiction, any provision of the Agreement is held to be invalid or enforceable, COMPANY shall have the right to modify the invalid or unenforceable provision or any portion thereof, to the extent required to be valid and enforceable, and the IBA shall be bound by any such modification. The modification will be effective only in the jurisdiction in which it is required.

## 19. LIMITATION OF DAMAGES

TO THE EXTENT PERMITTED BY LAW, COMPANY AND ITS IBAs, OFFICERS, DIRECTORS, EMPLOYEES  
AND OTHER REPRESENTATIVES SHALL NOT BE LIABLE FOR, AND IBAs HEREBY RELEASE THE  
FOREGOING FROM, AND WAIVE ANY CLAIM FOR LOSS OF PROFIT, INCIDENTAL, SPECIAL, CONSEQUENTIAL  
OR EXEMPLARY DAMAGES WHICH MAY ARISE OUT OF ANY CLAIM WHATSOEVER RELATING TO COMPANY'S  
PERFORMANCE, NON-PERFORMANCE, ACT OR OMISSION WITH RESPECT TO THE BUSINESS RELATIONSHIP  
OR OTHER MATTERS BETWEEN ANY IBA AND COMPANY, WHETHER SOUNDING IN CONTRACT, TORT OR

STRICT LIABILITY. Furthermore, it is agreed that any damages to an IBA shall not exceed, and is hereby expressly limited to, any commissions owed to the IBA.