

FINISH LINE NETWORK PROFIT MAXIMIZER COMPENSATION PLAN “Rules”

1.) **Service:** Company and its designated third-party vendors and representatives will various related services within the Internet Marketing sector, including email marketing, social media marketing, retargeting, ad copy, banner (Display) ads, PPC, text & mobile ads, graphic design, audio & sound, video production and delivery, VLE’s, Live Events, digital product delivery, app technology, programming code, &/or other content that comprises the advertisement. Company hereby grants to Affiliate during the Contract Period non-exclusive worldwide rights and resale license rights by all means and in any media, whether now known or hereafter discovered, to use, reproduce, distribute, publicly perform, publicly display, and digitally perform Advertisement and all its constituent parts to further the Affiliate’s compensation into the Company’s Affiliate Business Sale Model.

2.) **Compliance:** Company will actively monitor Affiliate activity using a combination of its internal compliance representatives, proprietary software, and third-party monitoring services. Affiliate will use its best judgment to stay within the boundaries of all FTC laws as outlined on the www.ftc.gov website. Company has the right to terminate any Affiliate that violates its strict policy on compliance, which will result in the total loss and stoppage of present and future Commissions to Affiliate. These actions would only be executed for cause, and any actions taken would be decided on a case by case basis.

3.) **Compensation Plan Rules:** The Rules of the Finish Line Network Compensation Plan work as follows:

- No purchase is required to participate in the Compensation Plan.
- Affiliates can advance in the Compensation Plan by making personal and team sales.
- As long as you’re active, once someone is coded to you they’re coded to you for life!
- With Finish Line Network, two Affiliates are paid commission for each sale that is made, and 20% of every commission goes directly into the Bonus Pool.
- The following describes the FLN Product Line, as well as the Retail Price Structure, Total Weekly Commission Payout and Monthly Bonus Pool Spillover:

<u>PRODUCT</u>	<u>RETAIL PRICE</u>	<u>COMMISSION</u>	<u>BONUS POOL</u>
Monthly Reseller License	\$20	No Payout	No Payout
Silver Monthly Subscription	\$47	\$20	\$5
Gold Monthly Subscription	\$130	\$52	\$13
*Gold Pro Subscription	\$2997	\$1000	\$250
Email Profits On-Demand (ePod)	\$1997	\$800	\$200
Digital Domination Event Ticket	\$997	\$320	\$80

- * To be eligible to receive Gold Monthly or Gold Pro subscription codes and commissions... you only have to be an Active Gold Monthly subscriber or sell any combination of 6 Gold Monthly or Gold Pro subscriptions.

FLN commissions are broken out into 2 types...

- 1) Direct Commission, which are paid weekly:
 - Everyone starts out as a Rising Star, which is a \$20 monthly active Affiliate who splits commissions 50/50 with their qualified upline affiliate, before being promoted through our different Star Rankings to an 80/20 split.
 - You advance from Rising Star to 1 Star when you sell 6 Silver packages, 2 Star when you sell 6 Gold packages, 3 Star when you sell 6 Digital Products (no matter the size of the package), & 4 Star when you sell 6 Event tickets no matter what size.
 - Star Rank is achieved once 6 sales are made in each Product Line. On your 7th sale and beyond your split jumps to an 80/20 split in commissions in each Product Line.
 - You can't advance in your Star Ranking without earning each Star in order. In other words, you can't be awarded 2 Star before achieving 1 Star. Before you earn 3 Star, you must have both 1 & 2 Stars and so on...
- 2) Bonus Pool Commissions, which are paid monthly:
 - The Bonus Pool funded in 3 ways:
 - Through your Personal sales
 - Through your Team's sales
 - Through Everyone's sales at FLN (including those members NOT on your Team)
 - While each of the different Product Lines have qualifications to earn commissions, FLN's Profit Maximizer Bonus Pool awards shares to active affiliates who make sales in any of our Product Lines, regardless of their qualification as described below.
 - 1 share is awarded to the direct sponsor for making:
 - A new Silver & Gold subscription sale.
 - A high-ticket Digital Product sale such as Email Profits on Demand or Digital Domination Live Event ticket.
 - A new Gold Pro Subscription sale.
 - A sale to someone who upgrades from a Reseller's License only or Reseller's License + Silver subscription... to an all-in monthly subscription package of Reseller, Silver & Gold.
 - 3 shares are awarded to the direct sponsor for making a Bundled sale, which consists of a Gold Pro Subscription package, a Digital Domination Event ticket, and an Email Profits On Demand digital course.
 - And finally, shares are awarded to active affiliates who have achieved rank advancement as follows: 1 Star Promotion = 1 share, 2 Star Promotion = 2 shares, 3 Star Promotion = 3 shares, 4 Star Promotion = 4 shares (In the case of multiple promotions in one calendar month, the highest promotion is awarded)
- Rank advancement benefits members in the following ways. The higher you rank that is earned the more Bonus Pool Commissions are available to you! Along with your Star Level Promotions in Rank, FLN also increases your compensation in the Bonus Pool as follows...
 - As a Rising Star you'll be earning 60% of every share you earned in the Bonus Pool:
 - 1-Stars earns 70% of each share you earn in the Bonus Pool.
 - 2-Stars earns 80% of each share you earn in the Bonus Pool.
 - 3-Stars earns 90% of each share you earn in the Bonus Pool.
 - When you reach FLN's highest Rank of 4-Star, you're qualified for 100% of each share you earn in the Bonus Pool.

- There is an incredible advantage to being a 4-Star FLN affiliate.... 50% of unqualified Bonus Pool commissions - the difference between the 60% to 100% from each share of Rising Star, 1 Star, 2 Star, and 3 Stars are added to a special 4-Star **only** Bonus Pool and divided by the number of shares earned by Active 4-Star affiliates in that month.
- By purchasing your Silver, Gold, and Digital Product Licenses.... as well as Event tickets, you'll automatically be qualified all the way up to that License level.
- All personally enrolled sales commissions are shared with your active upline or qualified upline.
- Affiliates split 50%/50% or 80%/20% on each product type sold; i.e. Technology Center, Vault Training & VLE's, Email Profits On-Demand, Event Ticket. Affiliate splits 50%/50% on their first six sales, seven and beyond is split 80%/20%.
- As long as Affiliate remains active, once someone is coded to an Affiliate they are coded to that Affiliate for life.
- If an Affiliate makes a sale and Affiliate is not qualified to earn commission in that product category, Company automatically looks upline to see which two Affiliates are qualified to receive that code and commission, and the connection to the qualified Affiliate is established.
- Each FLN product line has independent qualification requirements.
- As long as Affiliate has made his or her own purchase at whichever level Affiliate has chosen or has qualified through the 6 sale requirement and remains active, Affiliate will never give away or lose any sales coded up to and inclusive of that product level they're coded at.
- Affiliates can upgrade at any time. However, once an Affiliate loses a customer's code to an upline Affiliate, the Affiliate giving up a code at that level can never get that person coded back to them at that product level.
- Whether sales are generated by retail customers or by business builders the rules stay the same.
- No purchase is necessary to participate in the Finish Line Network Compensation Plan. However, each Affiliate position must be activated by paying a \$20 reseller licensing fee to earn Compensation.
- Free Account Holders must pass-up six (6) sales at each level in the product line to be able to access that level of commission that can be earned. So if you choose to join Company for Free, meaning that all you did was establish a twenty (\$20) dollar monthly Reseller account with Finish Line Network and do not purchase any other products, you would have to pass upline six (6) of each product. Once you pass up six (6) of a product &/or service you are considered active all the way up to and inclusive of that level, and can therefore earn a commission. By passing up six (6) of each product doesn't allow you to gain access the products, those will have to be acquired if you so choose too.

- Affiliates are coded to the Affiliate that gets their product sales that have access to receive Compensation at that product level.
- In the event an account that has gone inactive by an Affiliate, Affiliate Terms and Conditions Rules survive.

4.) (“Active vs. Inactive”) Affiliate Status: The Term Active refers to the paid status of each Affiliate’s account standing at Company. Being considered Active means that the Affiliate has paid their monthly fee(s) for their Reseller License Fee, and that for the period of one (1) month from the recurring billing date Company will make sure that the Affiliates business system(s) are operational, login access is granted at the website(s) the Affiliate is assigned, and that Affiliate can receive Commission for sales personally made, including shared sales commissions from Affiliates qualified team members. Affiliate may terminate their relationship with Company at any time by either logging into their respective back-office and hitting the termination button, or placing a call to customer service and making Company aware of Affiliates intentions to cancel, or simply by stopping payment of monthly fees. Monies due Affiliate will be paid during the next billing cycle. If Affiliate defrauds the system, any commission payments are revoked as determined solely by Company. The Term Non-Active refers to the unpaid status of each Affiliate’s account standing with Company. Being considered Non-Active means that Affiliate has failed to pay their monthly fees, and therefore risks losing the ability to use Company Systems, app & products that require system access, and the loss of any and all Compensation for sales activity on Affiliates team. Affiliates have thirty (30) days from the time their credit card fails to process for Company to reinstate Affiliate’s Active status, without having to requalify over again from the beginning, and risk losing all pending Compensation, Qualification Level, and team members.

5.) Commission Payments: Under the Terms of Company processing credit card sales, as well as any other forms of processing Company adds as a method of payment processing, (1) For each active Subscription purchased and renewed, as well as for each Email Profits On-Demand and Digital Domination purchase made, commissions will be handled in the same way; (i) Company has Fifty-Two (52) pay cycles annually, and each cycle starts (Monday 12:00:01am thru Sunday 12:00:00pm). Commission payments will be processed and sent out to Affiliate via any Method Company chooses Twelve (12) days after each cycle ends, except when that day falls on a holiday. In this case Company will process commissions on the next business day of the week. In the event that Company selects to pay commissions via check, there will be a nominal two dollar & fifty cent (2.50) USD processing fee for all checks mailed within the USA, four dollars (4.00) USD for Canada check processing, and eight dollars (8.00) USD for all checks mailed to International countries. Pursuant to the Terms of this Agreement and the Affiliate Agreement, there are no refunds. Should an Affiliate request a refund or process a chargeback with their bank &/or bankcard provider, Company will require return of commissions that Company paid out to Affiliate, including and not limited to a service charge not to exceed One-Half (½) the total cost of their purchase.

6.) Company Representations and Warranties: The execution, delivery, and performance of this Agreement by Company has been duly approved by its owners & board of directors or managing partners/members, and no further corporate action is necessary on the part of Company to consummate the transactions contemplated by this Agreement.

7.) Affiliate Representations and Warranties: Affiliate represents and warrants that; (1) the recipients of all email addresses used by Affiliate in connection with this Agreement have manifested affirmative consent to receive commercial email from Company and, to & from Affiliate, and none of the email addresses were obtained through email harvesting, scraping, third-party purchasing, or dictionary attacks; (2) Affiliate will not fraudulently add or download leads to their system; (3) all of Affiliate's efforts associated with this Agreement comply with the laws of the United States, and any other laws of any other jurisdictions which are applicable to Affiliate. (4) Affiliate will not engage in or promote any illegal activities of any kind in association with this Agreement.

8.) Other Obligations: Affiliate shall:

A. Not provide inappropriate content on their website(s), which includes, but is not limited to, content that (i) promotes the use of alcohol, tobacco, or illegal substances, nudity, sex, pornography adult-oriented content such as phone sex or escort services, expletives or inappropriate language, (ii) promotes violence or the use of illegal substances or activities such as how to build a bomb, counterfeiting money and software pirating (iii) promotes illegal or unethical activity, racism, hate, "spam", mail fraud, gambling, sweepstakes, pyramid schemes, firearms, (SEO) Search Engine Optimization Services, or illegal advice (iv) is otherwise prohibited by Federal or state law; and/or (v) will bring Company and/or its associated Advertisers negative publicity.

B. Affiliate represents and warrants that with respect to email campaigns transmitted by Affiliate through a Company approved internal or third-party auto responder system at Companies own discretion, Affiliate shall maintain strict compliance with the Controlling the Assault on Non-solicited Pornography and Marketing Act of 2003 (CAN-SPAM) and any amendments and modifications thereto.

9.) Confidentiality: The Terms of this Agreement are confidential and shall not be disclosed to any third-party except where required by law. All information submitted by end-user customers pursuant to this Agreement is proprietary to and owned by Company. Such customer information is confidential and may not be disclosed by Company or Affiliate. In addition, Affiliate acknowledges that all non-public information, data and reports received from Company hereunder or as part of the services hereunder is proprietary to and owned by Company. ("Confidential Information"). Affiliate agrees not to disclose the Terms of this Agreement, including personal compensation, to any third-party without the express written consent of Company, including Inducement (showing commission checks and/or creating video content that shows earnings from within the Company's Affiliate's back-office), and that such constitutes Confidential Information. All Confidential Information is or may be protected by copyright, trademark, trade secret and other intellectual property law, as appropriate. Affiliate agrees not to reproduce, disseminate, sell, distribute or commercially exploit any proprietary or Confidential Information in any manner. These non-disclosure obligations shall survive the termination of this Agreement for a period of three (3) years. This section does not bind Company or Affiliate in the event such information is required to be disclosed by operation of law. If a request is made of Affiliate to disclose such information, Affiliate must immediately inform Company via written notice sufficiently promptly to allow Company to seek a Protective Order prior to the time commanded to produce or disclose such Confidential Information, and Affiliate agrees to cooperate in whatever way Company requests to attempt to protect that information from disclosure by operation of law. Subject to prior approval by Affiliate, Company may publicly

announce its contractual relationship with Affiliate, which includes being on a listing of Company Affiliates in general corporate materials and in industry standard press releases.

10.) Non-Compete & Term: The Terms of this Agreement shall become effective upon the date and time-stamp on Affiliates electronic registration page and shall continue for a period of two (2) years thereafter unless terminated by either of us upon thirty (30) days written notice to the other Party, and will continue to auto-renew for consecutive two (2) year terms. The obligations to protect any Proprietary Information received prior to such termination shall survive termination of this Agreement for a period of two (2) years regardless of early termination. Notwithstanding the foregoing, the non-use, non-compete, and non-disclosure obligations with respect to any part of the Proprietary Information that is a trade secret shall continue for so long as the information remains a trade secret. Furthermore, due to the confidential nature of Company's information and business plan, it is important that the Affiliate agrees to the following; (i) providing that Affiliate is not currently utilizing the business model to be disclosed, (ii) or can document that such a business model was in the developmental &/or implementation phase prior to Company's communication, (iii) Affiliate agrees not to create such a business model, with the intentions of competing directly with Company, (iv), Affiliate agrees not to disclose this information or business model to a third-party, person, or business entity with the intention of consulting or competing with Company where Affiliate would otherwise receive any monetary compensation or value-based consideration or exception in a newly formed business model that copies Company's business model.

11.) DISCLAIMER OF WARRANTIES: COMPANY PROVIDES ITS SITES AND THE SITES OF ITS AFFILIATES AND PARTNERS, AND ALL ITS SERVICES AND THE SERVICES OF ITS AFFILIATES AND PARTNERS, AS PERFORMED HEREUNDER, ON AN "AS IS," "WHERE IS" AND "AS AVAILABLE" BASIS. COMPANY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND IMPLIED WARRANTIES ARISING FROM COURSE OF DEALING OR COURSE OF PERFORMANCE.

12.) LIMITATIONS OF LIABILITY: IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, FOR BREACH OF CONTRACT, WARRANTY, NEGLIGENCE OR STRICT LIABILITY), OR FOR INTERRUPTED COMMUNICATIONS, LOSS OF USE, LOST BUSINESS, LOST DATA OR LOST PROFITS, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT. UNDER NO CIRCUMSTANCES SHALL COMPANY BE LIABLE TO AFFILIATE OR ANY THIRD PARTIES FOR AN AMOUNT GREATER THAN THE AMOUNTS PAID BY COMPANY TO AFFILIATE DURING THE PRIOR ONE (1) MONTH PERIOD.

13.) Indemnification: Each Party agrees to indemnify, defend and hold harmless the other Party and its employees, agents, officers and directors, against any and all claims, causes of actions, judgments, demands, damages, losses or liabilities, including costs and expenses (including reasonable attorney's fees and costs of suit), arising out of or relating to (a) any claim based upon infringement of copyright, trademark, patent, or trade secret or other intellectual property right of any third-party; (b) any claim, representation, or statement made in the Advertisement; (c) any breach of any representation or warranty contained in this Agreement.

14.) Dispute Resolution: If any dispute arises under this Agreement, the Parties agree to first try to resolve the dispute with the help of a mutually agreed upon mediator in the following location: State of Florida, Leon County. Any costs and fees other than attorneys' fees associated with the mediation shall be shared equally by the parties. If it proves impossible to arrive at a mutually satisfactory solution through mediation, the Parties agree to submit the dispute to binding arbitration in the following location: Tallahassee, Florida. The Parties agree that the binding arbitration will be conducted under the rules of the American Arbitration Association. Judgment upon the award rendered by the arbitrator may be entered in any court with proper jurisdiction. If any litigation or arbitration is absolutely necessary to enforce this Agreement or the terms thereof, the prevailing Party shall be entitled to reimbursement by the other Party for reasonable attorneys' fees, costs and expenses. This Agreement will be governed by the laws of the State of Florida.

15.) No Assignment: Neither Party shall have the right to assign or otherwise transfer its rights and obligations under this Agreement, except with the prior written consent of the other Party; provided, however, that a successor in interest by merger, by operation of law, assignment, purchase or otherwise of all or substantially all the business of a Party may acquire its rights and obligations hereunder. Any prohibited assignment shall be null and void.

16.) Independent Contractor: Affiliate is an Independent Contractor and if in possession of a US Social Security number or EIN number is required to submit to Company or Company third-party commission processing agent, (i-Payout) an IRS W9 form and a W8 for international taxpayers. If Affiliate wishes to receive commissions from Company (1) a W9 and W8 must be on file with Company prior to any commissions being paid out, if in the case Affiliate is utilizing Company merchant processing services, or (2) if Affiliate has intent to use their own processing system, then the W9 and W9 must be on file prior to installing their processing system inside there Affiliate back-office. Except as set forth in this Agreement, neither Party is authorized or empowered to obligate the other or incur any costs on behalf of the other without the Party's prior written consent.

17.) Severability: If any term, provision, covenant, or condition of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of the Agreement shall remain in full force and effect and shall in no way be affected or invalidated.

18.) Entire Agreement / Modification: This constitutes the entire agreement between the Parties and supersedes any prior or inconsistent agreements, negotiations, representations and promises, written or oral, regarding the subject matter. No modification, course of conduct, amendment, supplement to or waiver of this Agreement or any provisions hereof shall be binding upon the Parties unless made in writing and duly signed by both Parties.