

ADBARKIT AFFILIATE AGREEMENT

1. Authorization and Contract. By executing the AdBarkIt Affiliate Agreement (“Agreement”), you apply for legal authorization to become an AdBarkIt business owner and enter into contract with AdBarkApps Inc., hereinafter “AdBarkIt.” You acknowledge that prior to signing you have received, read and understood the AdBarkIt Income Disclosure Statement, that you have read and understood the AdBarkIt Policies and Procedures, which are incorporated into this Agreement and made part of it as if restated in full, as posted on, and that you have read and agree to all terms set forth in this Agreement. AdBarkIt reserves the right to reject any application for any reason within thirty (30) days of receipt.

2. Expiration, Renewal, and Termination. The term of this Agreement is one (1) year (subject to prior cancellation or disqualification as provided in the Policies and Procedures). If you fail to monthly renew your AdBarkIt business, or if it is canceled or terminated for any reason, you understand that you will permanently lose all rights as an Affiliate. You shall not be eligible to sell AdBarkIt services nor shall you be eligible to receive royalties, bonuses, or other income resulting from the activities of your former downline sales organization. In the event of cancellation, termination or nonrenewal, you waive all rights you have, including but not limited to property rights, to your former downline organization and to any bonuses, commissions or other remuneration derived through the sales and other activities of your former downline organization. AdBarkIt reserves the right to terminate all Affiliate Agreements upon thirty (30) days’ notice if the AdBarkIt elects to: (1) cease business operations; (2) dissolve as a business entity; or (3) terminate distribution of its services via direct selling channels. Affiliate may cancel this Agreement at any time, and for any reason, upon written notice to AdBarkIt at its principal business address. AdBarkIt may cancel this Agreement for any reason upon thirty (30) days advance written notice to Affiliate. AdBarkIt may also take actions short of termination of the Agreement, if the AdBarkIt Affiliate breaches any of its provisions.

3. Independent Contractor Status. You agree this authorization does not make you an employee, agent, or legal representative of AdBarkIt or your Sponsoring Affiliate. As a self-employed independent contractor, you will be operating your own independent business, buying and selling services available through AdBarkIt on your own account. You have complete freedom in determining the number of hours that you will devote to your business, and you have the sole discretion of scheduling such hours. You will receive IRS Form 1099-MISC reflecting the amount of income paid to you during the calendar year. It will be your sole responsibility to account for such income on your individual income tax returns.

4. Presenting the Plan. You agree when presenting the AdBarkIt Commission Plan to present it in its entirety as outlined in official AdBarkIt materials, emphasizing that sales to end consumers are required to receive commissions in the form of bonuses on downline volume. In presenting the plan to prospects, you agree not to utilize any literature, materials or aids not produced or specifically authorized in writing by AdBarkIt. You agree to instruct all prospective Affiliates to review the AdBarkIt Income Disclosure Statement.

5. Selling the Service. You agree to make no representations or claims about any services beyond those shown in official AdBarkIt literature. You further agree to sell services available through AdBarkIt only in authorized territories.

6. AdBarkIt’s Proprietary Information and Trade Secrets. You recognize and agree that, as further set forth in the Policies and Procedures, information compiled by or maintained by AdBarkIt, including

Line of Sponsorship (LOS) information (i.e., information that discloses or relates to all or part of the specific arrangement of sponsorship within the AdBarkIt business including, without limitation, Affiliate lists, sponsorship trees, and all AdBarkIt Affiliate information generated there from, in its present or future forms), constitutes a commercially advantageous, unique and proprietary trade secret of AdBarkIt, which it keeps as proprietary and confidential and treats as a trade secret. During the term of your contract with AdBarkIt, AdBarkIt grants you a personal, non-exclusive, non-transferable and revocable right to use trade secret, confidential, and proprietary business information (Proprietary Information), which includes, without limitation, LOS information, business reports, manufacturing and service developments, and Affiliate sales, earnings and other financial reports to facilitate your AdBarkIt business.

7. Non-Solicitation Agreement. In accordance with the Policies and Procedures, you agree that during the period while you are an Affiliate, and for one (1) calendar year following resignation, non-renewal, or termination of your business, you will not encourage, solicit, or otherwise attempt to recruit or persuade any other AdBarkIt Affiliate to compete with the business of AdBarkIt.

8. Images / Recordings / Consents. You agree to permit AdBarkIt to obtain photographs, videos, and other recorded media of you or your likeness. You acknowledge and agree to allow any such recorded media to be used by AdBarkIt for any lawful purpose, and without compensation.

9. Modification of Terms. With the exception of the dispute resolution section in Policies and Procedures, which can only be modified by way of mutual consent, the terms of this Agreement may be modified as specified in Rule 1 in the Policies and Procedures.

10. Jurisdiction and Governing Law. The formation, construction, interpretation, and enforceability of your contract with AdBarkIt as set forth in this Affiliate Agreement and any incorporated documents shall be governed by and interpreted in all respects under the laws of the State of New York without regard to conflict of law provisions. Louisiana residents: notwithstanding the foregoing, Louisiana residents may bring an action against AdBarkApps Inc. with jurisdiction and venue as provided by Louisiana law.

11. Dispute Resolution. All disputes and claims relating to AdBarkIt, its services, the rights and obligations of an Affiliate and AdBarkIt, or any other claims or causes of action relating to the performance of either an Affiliate or AdBarkIt under the Agreement or the AdBarkIt Policies and Procedures shall be settled totally and finally by arbitration as enumerated in the Policies and Procedures in Albany, New York, or such other location as AdBarkIt prescribed, in accordance with the Federal Arbitration Act and the Commercial Arbitration Rules of the American Arbitration Association, except that all parties shall be entitled to discovery rights allowed under the Federal Rules of Civil Procedure. **Additionally, you agree not to initiate or participate in any class action proceeding against AdBarkIt, whether in a judicial or mediation or arbitration proceeding, and you waive all rights to become a member of any certified class in any lawsuit or proceeding.** This agreement to arbitrate shall survive any termination or expiration of the Agreement. Nothing in the Agreement shall prevent AdBarkIt from applying to and obtaining from any court having jurisdiction a writ of attachment, garnishment, temporary injunction, preliminary injunction, permanent injunction or other equitable relief available to safeguard and protect its interest prior to, during or following the filing of any arbitration or other proceeding or pending the rendition of a decision or award in connection with any arbitration or other proceeding.

12. Time Limitation. If an Affiliate wishes to bring an action against AdBarkIt for any act or omission relating to or arising from the Agreement, such action must be brought within one (1) year from the date of the alleged conduct giving rise to the cause of action. Affiliate waives all claims that any other statutes of limitations apply.

13. Refund Policy. AdBarkIt offers a seven (7) day satisfaction guarantee on the initial fee paid to AdBarkApps Inc. All subsequent fees are nonrefundable. The digital nature of the service and the immediacy of the benefits make any possibility for a longer refund period commercially impractical.

14. Miscellaneous. If any provision of the Agreement is held to be invalid or unenforceable, such provision shall be reformed only to the extent necessary to make it enforceable and the balance of the Agreement will remain in full force and effect. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one instrument. The provisions of this Agreement, including all documents incorporated herein by reference, embody the whole agreement between you and AdBarkIt and supersedes any prior agreements, understandings and obligations between you and AdBarkIt concerning the subject matter of your contract with AdBarkIt.

15. Notice of Right to Cancel. You may request a refund on your enrollment fee if it's done within seven (7) business days from the date of enrollment. If you cancel, any enrollment fees paid will be returned within TEN (10) BUSINESS DAYS following receipt by the seller of your cancellation notice. To cancel this transaction, mail or deliver written notice, to AdBarkApps Inc., 1434 Western Avenue, Albany, New York, 12203, not later than midnight of the seventh business day following the date of this Agreement.

16. Submission of Electronic W-9. Under penalty of perjury, I certify that;

- (1) the number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- (2) I am not subject to backup withholding because:
 - (a) I am exempt from backup withholding, or
 - (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or
 - (c) the IRS has notified me that I am no longer subject to backup withholding, and
- (3) I am a U.S. Citizen or other U.S. person.