

Affiliate Agreement

Last Updated on November 22th, 2017

As a YES SUPPLY INC Affiliate, You have the opportunity to earn money from (i) commissions for YES SUPPLY INC accounts that You sell to other users, and (ii) bonuses when the people you sell to sell to others. This Agreement sets forth Your rights and obligations as a YES SUPPLY INC Affiliate. By signing "I Agree," You indicate that You have read and understood this Agreement and You will be bound by its terms.

1. PARTIES. All references to "YES SUPPLY INC" herein mean and refer YES SUPPLY INC, doing business YES SUPPLY INC, owner(s), parent company (ies), affiliate entities, and employees, and assigns. All references to "You" and "Your" mean and refer to that YES SUPPLY INC Affiliate who has executed this Agreement by clicking "I Agree." YES SUPPLY INC and You are each referred to herein as a "Party," and collectively as the "Parties."

2. INDEPENDENT CONTRACTOR. You are an independent contractor of YES SUPPLY INC. It is the express understanding and intention of the Parties that no relationship of master and servant or principal and agent shall exist between YES SUPPLY INC and You by virtue of this Affiliate Agreement.

3. TERM AND TERMINATION. Your contract with YES SUPPLY INC begins when You click "I Agree," and will continue month-to-month until either:

A YES SUPPLY INC cancels Your account due to Your breach of any of the terms of this Agreement. In the event this Agreement is cancelled due to Your breach, You forfeit all Commissions and Bonuses owed to You or that may in the future be owed to You.

or

B. YES SUPPLY INC or its successors or assigns, in its sole and absolute discretion, cancels Your Affiliate Agreement. In the event that YES SUPPLY INC or its successors or assigns cancels Your Affiliate Agreements, You will first receive thirty (30) days' written notice, sent to the e-mail address you provided YES SUPPLY INC and that is associated with your Affiliate profile.

or

C. You do not maintain an active YES SUPPLY COLLECTIVE membership for one of the following reasons i) failure to pay the monthly subscription price, ii) you cancel your subscription or iii) your subscription was suspended due to violation of our terms and services agreement. In order to be qualified for affiliate status you will need to maintain an active membership under your name, or under a business name you own.

4. COMPENSATION.

A. COMMISSIONS. After You click "I Agree" to the terms of this Agreement, You will receive a unique Affiliate URL, which You will use to advertise YES SUPPLY INC. When another person (a "Prospect") clicks through that URL, a cookie (or similar tracking technology (hereinafter "Cookie")) will be set in the Prospect's browser. When the Prospect creates a YES SUPPLY INC account for the "COLLECTIVE MONTHLY MEMBERSHIP" product by using Your Affiliate Link, the Cookie on the Prospect's browser, corresponding to Your unique URL, registers a "Sale," and each such account is a "Sold Account." In the event that a Prospect has multiple Affiliate Cookies, the most recently-acquired Cookie will determine which Affiliate is credited with a Sale. You will be paid a commission for each Sold Account that generates a sale of the YES SUPPLY COLLECTIVE MEMBERSHIP to YES SUPPLY INC. The Commission amount is 50% of fees received by YES SUPPLY INC for a Sold Account. Commission payments will be made to You on or before forty-five (45) days following YES SUPPLY INC receipt of payment for a Sold Account, subject to the other terms set forth herein. You must be a current, active and paying member of the YES SUPPLY COLLECTIVE program, paying the regular monthly fee of the program to be eligible to receive your affiliate commission.

B. BONUSSES. Each person that creates a YES SUPPLY INC account through one of Your Sold Accounts is

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Your “Legacy Sale,” and each such account is a “Legacy Account.” You will be paid a bonus for each Legacy Account that generates a minimum payment of \$20.00 to YES SUPPLY INC in a month. The Bonus amount is 50% of fees received by YES SUPPLY INC for a YES SUPPLY COLLECTIVE Account in the initial month and 40% for the following months of your referral’s YES SUPPLY COLLECTIVE MEMBERSHIP after as long as you are a member of the YES SUPPLY COLLECTIVE.

C. TAXES. Before You can be paid any Commission or Bonuses, You must provide YES SUPPLY INC a completed W-8 or W-9, as instructed by YES SUPPLY INC. You will be deemed to have permanently waived all rights to Commissions or Bonuses that were earned more than 120 days before submitting a completed W-8 or W-9 to YES SUPPLY INC. You are responsible for any and all tax liabilities, including without limitation income tax liabilities that arise from or in any way relate to any commissions or bonuses You receive from YES SUPPLY INC. If You are not a resident of the United States, YES SUPPLY INC may withhold tax (including without limitation VAT) where required to by applicable law. Where YES SUPPLY INC is required to withhold tax, YES SUPPLY INC will document such withholding.

D. COMMISSION AND BONUS PAID FOLLOWING LEGITIMATE SALE. Commissions and Bonuses are paid only for transactions that actually occur between YES SUPPLY INC and a Sale or a Legacy Sale. If the transaction does not actually occur, or if payment from a Sale or Legacy Sale is not actually received by YES SUPPLY INC, You will not be paid a Commission or Bonus on the transaction. If payment for a Sold Account or a Legacy Account later results in a refund or charge-back, and if a commission or bonus was paid to You for that Sold Account or Legacy Account payment, then the commission or bonus will be deducted from Your future commissions. If YES SUPPLY INC determines, in its reasonable discretion, that any Sale or Legacy Sale was procured fraudulently or as a result of any violation of this Agreement, no Commission or Bonus will be paid for such Sale or Legacy Sale. If any Commissions or Bonuses are paid for a Sale or Legacy Sale that was produced fraudulently or as a result of any violation of this Agreement, and the fraud or violation is discovered by YES SUPPLY INC after payment, such payment amounts shall be deducted from Your future commissions and bonuses.

E. U.S. DOLLARS. All commissions are paid in US Dollars via PayPal.

5. MARKETING AND RECRUITING.

A. TRUTHFUL. Anything You communicate in marketing or advertising any YES SUPPLY INC service or opportunity must be true and accurate. Claims that relate to any YES SUPPLY INC service or opportunity that are untrue or fraudulent are strictly prohibited. You may not claim that any government, person, or entity endorses or supports YES SUPPLY INC. You may not use the intellectual property of any other person or entity in advertising any YES SUPPLY INC service or opportunity.

B. NON-DISPARAGEMENT. You are not permitted to disparage the products or services of any other person or entity, including without limitation the products or services of a competitor of YES SUPPLY INC.

C. INVENTORY LOADING/REBATES. You will not be paid any Commission or Bonus for payments made on your own User Account(s). You are not permitted to open a YES SUPPLY INC account under the name of another person or entity, or under a fictitious name. You are not permitted to open a YES SUPPLY INC account under any name merely for the purpose of obtaining Commissions, Bonuses, or any other compensation, including without limitation incentives or prizes which may be offered from time to time. You may not pay for another person’s account. You are not permitted to offer cash rebates or other monetary incentives to actual or potential Sales or Legacy Sales. Violation of this paragraph shall constitute a material breach of this Agreement, and You agree to repay to YES SUPPLY INC all Commissions and Bonuses earned as a result of any such violation.

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D. INCOME CLAIMS. If Your recruiting efforts include claims related to the potential income a YES SUPPLY INC Affiliate can make, or if You make reference to income You have made, or if You make reference to any lifestyle opportunities You have because of YES SUPPLY INC, the following guidelines must be adhered to:

1. Your statements must be completely true and accurate and supported by evidence;
2. If You use a hypothetical scenario, You must clearly label it as a hypothetical scenario; and
3. Your statements must be accompanied by the YES SUPPLY INC earnings disclosure statement.

6. YES SUPPLY INC' INTELLECTUAL PROPERTY. No logo, tagline, trademark, trade name, copyrighted material, patent, trade dress, trade secret, or confidential information (collectively, the "YES SUPPLY INC Intellectual Property") owned by YES SUPPLY INC or any of YES SUPPLY INC;s affiliates may be used, copied, or reproduced by You except as set forth in writing by YES SUPPLY INC. No YES SUPPLY INC Intellectual Property (or any mark confusingly similar to any YES SUPPLY INC Intellectual Property) is to be advertised, listed for sale, registered as a domain name, or otherwise displayed by You in any fashion, including, without limitation, on any Internet website.

7. RELEASE/AUTHORIZATION TO USE PHOTOGRAPHS. You grant YES SUPPLY INC permission to use any and all photographs taken by YES SUPPLY INC or its agents or employees, or submitted by You to YES SUPPLY INC (hereinafter "Photographs") in any Media (including print, internet, film, television and no matter how distributed or published) for any purpose, which may include, but shall not be limited to, advertising, promotion, marketing and packaging of YES SUPPLY INC or any product or service sold and marketed by YES SUPPLY INC. You agree that this authorization to use Photographs may be assigned by YES SUPPLY INC to any other party. You agree that that the Photographs may be combined with other Photographs, sounds, text and graphics, and that the Photographs may be manipulated, cropped, altered or modified in YES SUPPLY INC sole discretion. You agree not to charge a royalty or fee, and not to make any other monetary assessment against YES SUPPLY INC in exchange for this Release and Assignment. You hereby release and forever discharge YES SUPPLY INC from any and all liability and from any damages You may suffer as a result of the use of the Photographs. You further acknowledge and agree that this Release is binding upon Your heirs and assigns. You agree that this Release is irrevocable.

8. PROHIBITED ACTIVITY. YES SUPPLY INC has the right to terminate this Agreement at any time if You engage or have ever engaged in any of the following:

A. HARMFUL ACTS. Any dishonest or unethical business practice; any violation of the law; infliction of harm to YES SUPPLY INC reputation; and the violation of the rights of YES SUPPLY INC or any third party.

B. "SPAMMING" AND UNSOLICITED COMMUNICATIONS. Any communications sent or authorized by You reasonably deemed "spamming," or any other unsolicited solicitations (including without limitation postings on social media or third party blogs) will be deemed a material threat to YES SUPPLY INC's reputation and to the rights of third parties. It is Your obligation, exclusively, to ensure that all business communications comply with state and local anti-spamming or analogous laws.

C. OFFENSIVE COMMUNICATIONS. Any communication sent, posted, or authorized by You, including without limitation postings on any website operated by You, or social media or blog, which are: sexually explicit, obscene, or pornographic; offensive, profane, hateful, threatening, harmful, defamatory, libelous, harassing, or discriminatory; graphically violent; solicitous of unlawful behavior; or that violates the intellectual property rights of another.

9. INDEMNITY. You agree to protect, defend, indemnify and hold harmless YES SUPPLY INC , its officers, directors, employees, owner(s), and parent company(ies) and assigns from and against all claims, demands, and causes of action of every kind and character without limit arising out of the Your conduct. Your indemnity obligation includes, but is not limited to, any third party claim against YES SUPPLY INC for liability for payments for, damages caused by, or other liability relating to, You.

10. NO WARRANTY; NO LEADS. YES SUPPLY INC does not promise, guarantee or warrant Your business success,

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income, or sales. You understand and acknowledge that YES SUPPLY INC will not at any time provide sales leads or referrals to You. Additionally, YES SUPPLY INC WEBSITES AND SERVICES ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. YES SUPPLY INC MAKES NO REPRESENTATION OR WARRANTY AS TO THE ACCURACY, RELIABILITY, TIMELINESS OR COMPLETENESS OF ANY MATERIAL ON OR ACCESSIBLE THROUGH ANY YES SUPPLY INC'S WEBSITE OR SERVICE. ANY RELIANCE ON OR USE OF SUCH MATERIALS SHALL BE AT YOUR SOLE RISK. YES SUPPLY INC MAKES NO REPRESENTATION OR WARRANTY (A) THAT ANY C YES SUPPLY INC WEBSITE OR SERVICE WILL BE AVAILABLE ON A TIMELY BASIS, OR THAT ACCESS TO ANY YES SUPPLY INC WEBSITE OR SERVICE WILL BE UNINTERRUPTED, ERROR-FREE OR SECURE; (B) THAT DEFECTS OR ERRORS WILL BE CORRECTED; OR (C) THAT ANY YES SUPPLY INC WEBSITE OR THE SERVERS OR NETWORKS THROUGH WHICH ANY YES SUPPLY INC WEBSITE IS MADE AVAILABLE ARE SECURE OR FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. APPLICABLE LAW MAY NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT APPLY TO YOU.

11. LIMITATION OF LIABILITY. YOU AGREE THAT IN NO EVENT SHALL YES SUPPLY INC' LIABILITY TO YOU FOR ANY CLAIM OF ANY KIND OR DESCRIPTION EXCEED THE AMOUNT OF TWO (2) TIMES THE COMMISSIONS AND BONUS PAYMENTS PAID TO YOU FOR THE MONTH PRECEDING THE DATE IN WHICH THE FACTS GIVING RISE TO A CLAIM AGAINST YES SUPPLY INC OCCURRED. YOU WAIVE ANY RIGHT TO SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES OF ANY KIND OR DESCRIPTION.

12. FORCE MAJEURE. YES SUPPLY INC will not be responsible to You for any delay, damage, or failure caused by or occasioned by a Force Majeure Event. As used in this Agreement, "Force Majeure Event" shall mean: any act of God, act of nature or the elements, terrorism, insurrection, revolution or civil strife, piracy, civil war or hostile action, labor strikes, acts of public enemies, federal or state laws, rules and regulations of any governmental authorities having jurisdiction over the premises, inability to procure material, equipment, or necessary labor in the open market, acute and unusual labor, material, or equipment shortages, or any other causes beyond the control of YES SUPPLY INC . Delays due to any of the above causes shall not be deemed to be a breach of or failure to perform under this Agreement. YES SUPPLY INC shall not be required against its will to adjust any labor or other similar dispute except in accordance with applicable law.

13. ASSIGNMENT. YES SUPPLY INC may assign its rights under this Agreement at any time, without notice to You. Your rights arising under this Agreement cannot be assigned by without YES SUPPLY INC or its assigns express written consent.

14. ARBITRATION, GOVERNING LAW, AND ATTORNEYS' FEES.

A. ARBITRATION. Any claim or grievance of any kind, nature or description that You have against YES SUPPLY INC including, but not limited to, economic losses, personal injury, or property damage, shall be resolved exclusively in binding arbitration in Toronto, Ontario, Canada. You agree not to file suit against YES SUPPLY INC or any of its affiliates, subsidiaries, officers, directors, employees, successors, or assigns. The arbitration will take place before a neutral arbitrator (hereafter, "Arbitrator") agreed upon by You and YES SUPPLY INC . In the event that You and YES SUPPLY INC are unable to reach agreement on an Arbitrator, You and YES SUPPLY INC will each select an arbitrator, and the two of them will select the Arbitrator, who must be a resident of Toronto, Ontario, Canada. The arbitrators selected by You and YES SUPPLY INC will have no further involvement in the arbitration. The Arbitrator will determine the rules governing arbitration. The decision of the Arbitrator will be final and binding on You and YES SUPPLY INC and may be reduced to a judgment in any court of competent jurisdiction. This agreement to arbitrate survives any termination or expiration of the Agreement.

B. GOVERNING LAW. This Agreement shall be governed, construed, and interpreted in accordance with the laws of the province of Ontario, Canada without regard to any choice of law provisions.

C. WAIVER OF CLASS ACTION CLAIMS. You understand and agree that You will not have the right to participate in a representative capacity or as a member of any class of claimants pertaining to any claims that may arise under, or be in any way related to, this Agreement. There is no right or authority for any claim You have against YES SUPPLY

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INC to be brought on a class action basis or on any basis involving claims brought in a purported representative capacity on behalf of the general public, or on behalf of other persons or entities similarly situated. Claims brought against YES SUPPLY INC may not be joined or consolidated with claims brought by anyone else.

D. LIMITATIONS PERIOD. Any claim brought in arbitration must be brought within the time period set forth in any statute of limitations that, but for this agreement to arbitrate, would apply to the claims asserted in any arbitration proceeding.

E. INJUNCTIVE RELIEF. Nothing in this Agreement prevents YES SUPPLY INC from applying to and obtaining from any court having jurisdiction a temporary injunction, preliminary injunction, permanent injunction, or other relief available to protect YES SUPPLY INC rights prior to, during, or following any arbitration proceeding.

F. ATTORNEYS' FEES. You agree that in the event of any arbitration or litigation, each Party will each bear its own costs and attorney's fees, regardless of who is deemed the prevailing party. The foregoing notwithstanding, if either Your or YES SUPPLY INC commences an action in a court of law or equity and the responding Party successfully moves such court to compel arbitration, the Party who moved for the order compelling arbitration shall be entitled to recover its reasonable costs and attorney fees incurred on the motion to compel from the other Party.

15. ENTIRE AGREEMENT. This Agreement, along with YES SUPPLY INC standard Terms and Conditions represents the entire agreement between the Parties and supersede any other written or oral agreement between the Parties as pertaining to Your rights and responsibilities as a YES SUPPLY INC Affiliate.

16. MODIFICATION/AMENDMENTS. This Agreement and YES SUPPLY INC standard Terms and Conditions may be modified by YES SUPPLY INC at any time, with or without prior notice to You. Amendments or Modifications to this Agreement or the Terms and Conditions will be binding on You when they are sent to You via e-mail, or are posted on yessupply.co No amendment to this Agreement or the Terms and Conditions shall be valid unless authored or signed by YES SUPPLY INC . Your continued acceptance of Commission or Bonus payments constitutes Your acceptance to any modifications or amendments to this Agreement.

17. NO WAIVER. No waiver by YES SUPPLY INC of any right reserved or granted to YES SUPPLY INC under this Agreement shall be effective unless the waiver is in writing and signed by an authorized representative of YES SUPPLY INC .

18. NOTICE. Any notice required to be given to YES SUPPLY INC under or related to this Agreement shall be in writing, addressed as follows:

YES SUPPLY INC

e-mail : hello@yessupply.co

YES SUPPLY INC will send notices to You at the e-mail address You provided to YES SUPPLY INC . Any notices shall be deemed delivered to You when sent by YES SUPPLY INC . You are solely responsible for addressing any technical failures related to Your e-mail address or server, and for reading any e-mail sent to You. YES SUPPLY INC may also provide notice to You by posting information on www.yessupply.co

19. SEVERANCE. In the event any provision of this Agreement is inconsistent with or contrary to any applicable law, rule, or regulation, the provision shall be deemed to be modified to the extent required to comply with the law, rule, or regulation, and this Agreement and the Terms and Conditions, as so modified, shall continue in full force and effect.

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Please submit if you accept the above:

- Accept
- Reject

NAME: _____

DATE: _____

SIGNATURE: _____