

TERMS AND CONDITIONS

Effective Date: JUNE 22, 2021

PLEASE READ THIS IBO AGREEMENT CAREFULLY. THIS IBO AGREEMENT REQUIRES THE USE OF ARBITRATION ON AN INDIVIDUAL BASIS TO RESOLVE DISPUTES, RATHER THAN JURY TRIALS OR CLASS ACTIONS, AND ALSO LIMITS THE REMEDIES AVAILABLE TO YOU IN THE EVENT OF A DISPUTE.

1. By applying to become an IM Independent Business Owner (“IBO”) through the IM website and online enrollment process, I acknowledge and agree that I have read and understand the IM Independent Business Owner Agreement, which is comprised of these Terms and Conditions, the IM Policies & Procedures, the IM Compensation Plan, and IM Social Media Policy (“IBO Agreement”). I confirm that my name and contact details are correct, that I am of legal age to enter into the IBO Agreement and that I want to become an IBO. I agree that I will comply with the terms and conditions contained in the IBO Agreement. I understand that the IBO Agreement between myself and International Markets Live Inc. (“IM”) will become effective only upon acceptance by IM of my completed IBO online application and receipt by IM of my initial and first Recurring Fees. I understand that IM has the right to accept or reject my application in its sole discretion.

2. I understand that there is no requirement to become an IBO beyond my entering into the IBO Agreement and paying the initial and recurring Fees. Recurring Fees are due every twenty-eight (28) days (“Recurring Fees”). No other purchase of sales aids, IBO training materials, IM Products and/or Services is required and any such purchase by me is strictly voluntary. I understand that commissions, bonuses, or other compensation earned by me as an IBO (“Compensation”) and rank advancement are based solely upon the successful sale of IM Products and/or Services to customers and that I am not required to purchase any IM Products and/or Services.

3. I understand that no Compensation is earned for the enrollment of new IBOs and that I will be compensated only based upon the activities of other IBOs to the extent of such IBOs’ sales of IM Products and/or Services to customers.

4. I hereby authorize IM to (i) charge the initial fee and initial Recurring Fee to my credit or debit card on file with IM or other selected payment method (the “Payment Method”); and (ii) automatically charge the Payment Method for each Recurring Fee payment due and payable under this IBO Agreement. I

agree that I will ensure the Payment Method remains valid at all times and that I will provide to IM all information necessary to allow IM to charge the Payment Method for all amounts due and payable by me to IM. If the Payment Method expires or becomes invalid for any reason or I otherwise fail to pay any fees when due, my IBO position will be deactivated, and at the option of IM this IBO Agreement will terminate, and I will forfeit all rights under this IBO Agreement. IM may in its discretion elect to hold my account open in a deactivated status.

5. If I am entering into this IBO Agreement on behalf of a corporation, limited liability company, partnership, trust, or other entity, I represent that I have the authority to enter into such agreements for the entity and understand that the IBO Agreement shall be conditional upon receipt by IM of documentation to verify the identity of the owners and officers of the entity.

6. This IBO Agreement shall continue unless or until sooner terminated as permitted under this IBO Agreement. I agree that IM may from time to time modify the initial and recurring fees upon written notice to me delivered via email and/or posted in the IM Center in my back office.

7. The provisions of this IBO Agreement which by their nature are intended to survive termination of this IBO Agreement shall survive termination, including but not limited to the Dispute Resolution Provisions), restrictive covenants, and all provisions related to indemnification, confidentiality, and data protection.

8. I agree that I am an independent contractor for all purposes under applicable federal, state, and local statutes, rules, regulations, and other laws ("Applicable Law") and I am not an employee, partner, agent, franchisee, or legal representative of IM nor may I hold myself out as such. I am responsible for my own business, and I am free to select my own means, methods, and manner of operation, and free to choose the hours and location of my activities performed as an IBO. If I employ individuals to perform services for my independent business, I understand that I am responsible for their acts and omissions and for ensuring their compliance with this IBO Agreement and Applicable Law. I understand that I am solely responsible for filing and remitting any taxes and obtaining any licenses, permits, authorizations or insurance required to conduct my IBO business. I shall have no power or authority to bind IM in any way, directly or indirectly, and I am not entitled to holidays, vacations, disability, insurance, pensions or retirement plans, or any other benefits offered or provided by IM to its employees.

9. I may terminate this IBO Agreement for any reason, at any time, by giving IM written notice at support@im.academy. IM may terminate this IBO

Agreement pursuant to the IM Policies & Procedures or by giving written notice to me if I breach any part of this IBO Agreement.

10. I acknowledge that I am not guaranteed any income, profits, or success, and I will not make any claims of guaranteed profits or representations of expected earnings as an IBO.

11. I understand that IM may charge a fee to process all Compensation. Compensation will be paid to the Payment Method I nominate in my back office. If I wish to change the Payment Method for receipt of Compensation I understand that IM may charge a fee to administer such change. In addition, I acknowledge and agree that any payments issued to me by IM or transferred to my electronic wallet and not requested by me or that remain otherwise unclaimed for six (6) months after the issuance date ("Unclaimed Funds") shall be returned to IM and held by IM in an account, and that IM may assess an account maintenance fee of \$10 per month (the "Account Maintenance Fee") until such time as I have claimed all such Unclaimed Funds held by IM. I acknowledge and understand that IM may deduct the Account Maintenance Fee every twenty-eight (28) days from the Unclaimed Funds and if there are insufficient Unclaimed Funds held by IM from which to deduct the Account Maintenance Fee when due, then the Account Maintenance Fee shall be prorated to reflect the amount of Unclaimed Funds then remaining, and the remaining Account Maintenance Fee due shall be charged to the Payment Method. When no Unclaimed Funds are owed to me by IM, the account shall be closed. I further acknowledge that any Unclaimed Funds may be subject to applicable escheat laws that may require IM to deliver all or some portion of Unclaimed Funds to the applicable state or its government authorities.

12. Payment of Compensation in Cryptocurrency. Unless agreed otherwise with the Company, if I select payment of my Compensation in cryptocurrency, I understand that I am solely responsible for the opening, security and maintenance of my wallet ("Wallet"). My "Wallet" means the location, wallet, address, account or storage device designated by me as the location to which cryptocurrency to be delivered to me should be sent. I acknowledge that transfer and payment of the Compensation in the form of cryptocurrency is complete once the cryptocurrency has been successfully delivered to my Wallet and that once the Company transfers the cryptocurrency, it is exclusively owned and controlled by me. I shall bear all risk of loss of the cryptocurrency including loss arising from, but not limited to, unauthorized access to my Wallet, fraud, or theft. I acknowledge that the value of the cryptocurrency may be volatile, and that the value of the cryptocurrency received by me and/or the funding amount may be different (higher or lower) than the fair market value or other measure of the value of the cryptocurrency at the time of the payment by IM. I shall bear all risk of loss arising from

conversion of the cryptocurrency to any other currency and shall be responsible for all transaction fees arising from the transfer and payment of the Compensation in the form of cryptocurrency. I agree to indemnify and hold harmless the Company and its affiliates, and their respective officers, directors, employees, and agents, from and against any and all loss, damage, liability or expense, including reasonable costs and attorneys' fees and disbursements by reason of, or in connection with, the terms of this Agreement.

13. I will comply with the IM Policies & Procedures. I further agree that I shall not engage in or perform any misleading, deceptive, or unethical practices, or make any false or misleading statements, regarding IM, the IM Products and/or Services and the IM business opportunity.

14. I agree to abide by Applicable Law governing the marketing, sale, or solicitation of the IM Products and/or Services. I understand that IM offers educational Products and/or Services and at no time will I make any claims or imply, directly or indirectly, that IM offers financial advice or services, or investment advice or acts as a regulated broker.

15. I understand that if IM has reason to believe I have breached the terms of the IBO Agreement IM may suspend my IBO position to investigate the alleged breach and any Compensation which may be otherwise owing to me may be held by IM until final resolution has been achieved. I acknowledge that if IM determines that I have violated this IBO Agreement, then IM may, at its option, (if permitted by applicable law) levy fines which may be withheld from commissions due to me and/or terminate this IBO Agreement, in which event I will not be entitled to any Compensation of any kind.

16. I acknowledge and understand that IM reserves the right to vary or change the terms and conditions of the IM Compensation Plan at any time, including without limitation those terms and conditions related to eligibility. I further acknowledge and understand that IM may also from time to time make available to me certain incentives outside of the IM Compensation Plan (e.g., promotional incentives), and that such incentives may be subject to separate terms and conditions.

17. I agree to indemnify, defend, and hold IM and its shareholders, directors, officers, contractors, and employees harmless from and against any and all claims, damages, costs and expenses, including without limitation any attorneys' fees and court costs, arising out of or in connection with my actions or omissions in the performance under this IBO Agreement.

18. IN NO EVENT WILL IM BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, SPECIAL, PUNITIVE, OR INCIDENTAL DAMAGES (INCLUDING WITHOUT LIMITATION DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, AND THE LIKE) ARISING OUT OF OR IN CONNECTION WITH ANY CAUSE, INCLUDING BUT NOT LIMITED TO ANY BREACH OF WARRANTY OR ANY DELAY, ACTION, ERROR OR OMISSION OF IM OR THE DELIVERY, NONDELIVERY, DISCONTINUATION, OR MODIFICATION OF ANY PRODUCT OR SERVICE BY IM, EVEN IF IM HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

19. DISPUTE RESOLUTION

PLEASE READ THIS SECTION OF THE IBO AGREEMENT CAREFULLY, AS IT PROVIDES FOR THE RESOLUTION OF MOST DISPUTES THROUGH BINDING ARBITRATION AND INCLUDES CERTAIN WAIVERS, INCLUDING CLASS ACTION, CLASS ARBITRATION AND JURY TRIAL WAIVERS.

All disputes and claims relating to IM, the IBO Agreement, or IM Products and/or Services, the rights and obligations of an IBO and IM, or any other claim or causes of action relating to the performance of either an IBO and IM under the IBO Agreement ("Dispute") shall be settled totally and finally by arbitration in Las Vegas, Nevada, or such other location as IM prescribes, 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, subject to all limitations contained therein. All issues related to arbitration shall be governed by the Federal Arbitration Act. The decision of the arbitrator shall be final and binding on the parties and may, if necessary, be reduced to judgment in any court of competent jurisdiction. Each party to the arbitration shall be responsible for its own costs and expenses of arbitration, including legal and filing fees. Nothing in the IBO Agreement shall prevent IM from applying to and obtaining from any court have jurisdiction a writ of attachment, a temporary injunction, preliminary injunction, permanent injunction, or other relief available to safeguard and protect IM's interest prior to, during, or following the filing of any arbitration or other proceeding pending the rendition of a decision or award in connection with any arbitration or other proceedings. For the avoidance of doubt, the claims of different IBOs shall be heard in separate, bilateral arbitration proceedings. Arbitration proceedings and any award shall be kept confidential. No amendment to this arbitration provision shall apply to a Dispute of which IM had actual notice on the date of the amendment. Any termination of this arbitration provision shall not be effective until 10 days after reasonable notice of termination is given to IBOs or as to Disputes which arose prior to the date of termination.

CLASS ACTION WAIVER. IN THE EVENT ANY DISPUTE PROCEEDS IN COURT

RATHER THAN THROUGH ARBITRATION, FOR ANY REASON, EACH OF THE IBO AND IM AGREE THAT SUCH DISPUTE WILL ONLY BE RESOLVED ON AN INDIVIDUAL BASIS. EACH OF THE IBO AND IM SPECIFICALLY AGREE THAT IT MAY BRING CLAIMS AGAINST THE OTHER ONLY IN ITS INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS, COLLECTIVE, REPRESENTATIVE, OR GROUP PROCEEDING.

JURY TRIAL WAIVER. TO THE EXTENT ANY DISPUTE PROCEEDS IN COURT RATHER THAN THROUGH ARBITRATION, FOR ANY REASON, IF NOT PROHIBITED BY APPLICABLE LAW, EACH OF THE IBO AND IM HEREBY WAIVE ANY RIGHT TO A JURY TRIAL TO THE MAXIMUM EXTENT PERMITTED BY LAW.

Delegation to Arbitrator. Except as provided in this Section 19, I acknowledge and agree that the arbitrator(s), and not any federal, state, or local court, shall have exclusive authority to resolve any Dispute relating to the interpretation, applicability, enforceability, or validity of these Dispute Resolution Provisions, including without limitation any claim that these Dispute Resolution Provisions are void or voidable.

Severability. If any provision contained in these Dispute Resolution Provisions is deemed invalid or unenforceable, such provision shall be modified automatically to the minimum extent necessary to render the parties' agreement to arbitrate valid and enforceable. If a provision conflicts with a mandatory provision of Applicable Law, the conflicting provision shall be severed automatically, and the remainder construed to incorporate the mandatory provision. In the event of such severance or modification, the remainder shall not be affected.

Termination. The Dispute Resolution Provisions shall remain in effect even after termination of the IBO Agreement or the termination of the IBO's business association with IM.

20. RESTRICTIVE COVENANTS

A. For purposes of this Agreement and this Section 20, the following terms shall have the meanings provided below:

"IM Products and/or Services" means all digital educational products and online educational instruction and training services offered for sale by IM from time to time.

"Customer/Member" means a person or entity that purchases IM Products and/or Services.

"Downline" means all IBOs who are at the first level or below underneath your IBO position in your IBO sales organization.

“Participating Party” means a shareholder, partner, or beneficial owner of an IBO position that holds an interest in the IBO position equal to five percent (5%) or more of the total interest therein, or any individual that acquires Customers/Members or recruits potential IBOs in connection with an IBO position as permitted under the IBO Agreement.

“Restricted IBO” means any individual that is or, within the past six (6) months, has been, party (directly or as a Participating Party) to an IBO Agreement with IM.

“Solicit” means, in effect or by intent, to request, recruit, enroll, sponsor, entice, induce, influence, or encourage, in each case in any way and through any means or method (including, without limitation, communications made affirmatively or responsively, directly, or indirectly, expressly, or implicitly, or personally or through or with one or more third parties).

“Solicitation” means any activity that solicits including but not limited to, person-to-person meetings, phone calls (e.g., direct phone calls and three-way calls), emails, text messages, chat messages, and social media postings.

B. Customer/Member Non-Solicitation. During the term of this IBO Agreement and for a period of one (1) year after the expiration or earlier termination hereof, I agree that I shall not Solicit any Customer/Member to whom I have marketed IM Products and/or Services within the immediately prior two (2) years to (i) move their business away from IM; or (ii) purchase products or services that are the same as or similar to any IM Products and/or Services unless expressly approved in writing by IM. I acknowledge and agree that all Customers/Members Solicited by an IBO for the promotion or sale of IM Products or/or Services are deemed to be Customers/Members of IM and not of the IBO, whether or not the IBO originally introduced such Customer/Member to IM.

C. Restricted IBO Non-Solicitation. During the term of this IBO Agreement and for a period of one (1) year after the expiration or earlier termination hereof, I agree that I shall not Solicit any Restricted IBO to participate, personally or through any entity or other medium, in another multi-level marketing, network marketing, or other direct selling business opportunity. I acknowledge and agree that due the nature of network marketing it is reasonable that the foregoing Solicitation prohibition extends to all markets in which IM conducts business.

D. Survival of Restrictive Covenants. I acknowledge and agree that my obligations under this Section 20 shall survive the expiration or termination of this IBO Agreement for any reason. I further acknowledge and agree that temporary and permanent injunctive relief is an appropriate remedy to prevent further damage to IM for my violation of the provisions of this Section 20.

21. This IBO Agreement will be governed by and construed in accordance

with the law of the State of Nevada, without regard to principles of conflicts of laws. The parties consent to jurisdiction and venue before any federal or state court in Clark County, Nevada, for purposes of enforcing an award by an arbitrator or any other matter not subject to arbitration.

22. I acknowledge that IM fully reserves its right to amend or modify this IBO Agreement at any time by notifying me of the changes by emailing me or posting the revisions on the IM website (www.im.academy) or in the IM back office, and any such changes to this IBO Agreement may be made effective at IM's election upon the date of execution, or the date of IM's posting of the amended IBO Agreement, or prospectively to a date specified in the amendment. This IBO Agreement shall not be modified or amended except as described herein and no amendment shall apply retroactively.

23. The IBO Agreement constitutes the entire agreement and understanding between me and IM regarding the subject matter hereof and supersedes any and all prior or contemporaneous agreements, representations, commitments or understandings, whether oral or written, made by or between IM and me. In the event of a conflict between the terms and conditions contained in the IBO Agreement comprising the IBO Agreement, the following order of precedence shall apply: first, (i) the Dispute Resolution Provisions, then (ii) these Terms and Conditions, then (iii) the IM Policies & Procedures, and lastly (iv) the IM Compensation Plan.

24. I understand that I may not assign this IBO Agreement, or any portion thereof, or any of the duties, obligations or liabilities contained herein, without the prior written consent of IM, which consent may be withheld, conditioned, or delayed in IM's sole discretion. IM may assign this IBO Agreement at any time and without my consent, and upon such assignment IM shall be relieved of any and all duties, obligations, and/or liabilities arising from this IBO Agreement. This IBO Agreement shall be binding upon and inure to the benefit of the heirs, successors and permitted assigns of the parties hereto.

25. Subject to the Dispute Resolution Provisions, if any provision of this IBO Agreement is determined by an authority of competent jurisdiction to be invalid or unenforceable in part or in whole for any reason whatsoever, the validity of the remaining provisions or portions thereof shall not be affected thereby and such authority should reform the IBO Agreement to the extent necessary in a manner that comes closest to expressing the intention of the invalid and unenforceable provision while rendering the otherwise unenforceable provision or portion thereof valid and enforceable.

NOTICE OF CANCELLATION

Except where applicable law requires otherwise, I may cancel this transaction, without penalty or obligation, for a full refund, if I provide a valid cancellation notice postmarked within seven (7) days from the date of this IBO Agreement, exclusive of the date of signing. I understand that except where applicable law requires otherwise if I cancel after the seven (7) day period, I am not entitled to any refund. To cancel this IBO Agreement, I must deliver via email or via my back office a written and dated copy notice of cancellation. Alternatively, I may deliver notice of cancellation in writing to the following address: International Markets Live Inc. 108 Village Square #146 Somers, NY. 10589.

Certain jurisdictions require a longer cancellation period by law, and where applicable law on cancellation is inconsistent with IM policy, such law shall be in force and the cancellation rights set forth herein shall be deemed modified to reflect the applicable requirements.