

INDEPENDENT CONSULTANT AGREEMENT

It is agreed by the signed person, _____, who is hereinafter referred to as INDEPENDENT CONSULTANT; and WINNAMONEY, LLC, hereinafter referred to as the COMPANY, that the COMPANY will sell its products to the INDEPENDENT CONSULTANT upon the following terms and conditions:

1.-THE Independent Consultant agrees **Consent To Electronic Record**

E-SIGN, the Electronic Signatures in Global and National Commerce Act (15 U.S.C. § 7001, *et seq.*), requires that you consent to entering into an electronic agreement with COMPANY. You will not be required to submit a paper application. You must consent to the use of an electronic record and read the appropriate Agreement below. You will electronically acknowledge that you have read these documents by checking the appropriate box below next to your choice. If you do not have a copy of Acrobat Reader you can download a free copy by clicking on the Icon below.

2.- The Independent Consultant has the right to offer for sale WINNAMONEY products and services in accordance with these Terms and Conditions.

3.- Said "products" will be sold to the Independent Consultant during the term of the agreement on the basis of the current price schedule established by the Company from time to time.

4.- The Independent Consultant has the right to enroll persons in WINNAMONEY.

5.- If qualified, the Independent Consultant has the right to earn commissions pursuant to the WINNAMONEY Marketing and Compensation Plan.

6.- The Independent Consultant agrees to present the Winnamoney Marketing and Compensation Plan and WINNAMONEY products and services as set forth in official WINNAMONEY literature..-

7.-I agree that as a WINNAMONEY Independent CONSULTANT I'm an INDEPENDENT CONTRACTOR, and not an employee, legal representative, franchise of WINNAMONEY or partner. The Independent Consultant agrees that he or she will be solely responsible for paying expenses incurred by himself or herself or

itself including but not limited to secretarial, office, travel, long distance telephone, food, lodging and any type of expenses incurred by herself or himself, The Independent Consultant understand that he or she not be treated as an employee of WINNAMONEY, LLC for any purpose.

8.- The Independent Consultant has read and agree to comply with the WINNAMONEY Rules and Regulations and with the WINNAMONEY Marketing and Compensation Plan, both of which are incorporated into and made part of these Terms and Conditions (these three documents shall be collectively referred to as the "Agreement").

9.-This agreement shall be governed by the construed in accordance with the State of NEVADA and the Independent Contractor consents that venue for all litigation shall be proper in SILVER PRING, NEVADA

10.- The Company has the right to modify or make amendments at it sole discretion of the Terms and Conditions, Policies and Procedures, and the WINNAMONEY Marketing and Compensation Plan. The Independent Consultant agrees to abide by all such amendments

11.-The Independent Consultant understand that he or she must be in good standing, and not in violation of the Agreement, to be eligible for Bonuses or Royalties from WINNAMONEY.

12.- Notification of amendments shall be posted on the WINNAMONEY website, and shall become effective 30 calendar days after publication. The continuation of my Winnamoney Business or my acceptance of Bonuses or Commissions shall constitute my acceptance of any and all amendments.

13.- The Independent Consultant agrees (s)he shall not, at any time be represented as an agent or employee of the Company and it is understood Independent Consultant shall not have power of authority to incur or create any liability or obligation of any kind for or in the name of the Company or for which the Company could be liable to others. Each Independent Consultant is operating their own business as an Independent Consultant, abiding by, and responsible for, all state and federal laws and will not be treated as an employee for federal tax purposes, or any other purpose.

14.- The Independent Consultant is not an employee of the Company for any purpose whatsoever, but is an Independent consultant. The Company is interested only in the results obtained by the

Independent Consultant, who shall have sole control of the manner and means performing under this Agreement. To the extent Independent Consultant realizes any revenues from its customer orders generated through the use of the Company's Compensation Plan, it does so only to the extent of its best efforts, and not as a result of any employment relationship with the Company.

15.- The Independent Consultant further agrees that it is not entitled to the rights of benefits afforded to the Company's employees, including disability or unemployment insurance, workers' compensation, medical insurance, sick leave, or any other employment benefit. Independent Consultant is responsible for providing, at its own expense, disability, unemployment, and other insurance, workers' compensation, training, permits, and licenses for itself and for its employees and subcontractors.

16.- The Independent Consultant understand that is an Independent Contractor, shall not engage in any action to obtain credit for any person under false pretenses. Any such action shall be considered a breach of The Independent Consultant Agreement and all remedies, at law and equity shall be available to the Company including civil litigation.

17.- If there is an issue with a credit card charge, please contact WINNAMONEY via a Support Ticket and not the issuing Credit Card Company so we can resolve the issue.

If a credit card charge is disputed with a credit card merchant, that Independent Consultant's account will be immediately canceled, that Independent Consultant will possibly forfeit his/her right to a refund, and that Independent Consultant will have no right of reactivation. This is also possible grounds for termination of the sponsor.

If a credit card charge is disputed with a credit card merchant for any WINNAMONEY orders, that order will be turned off, removing any qualifications and commissions related to that order. This is also grounds for termination for the Independent Consultant, whose credit card was used, as well as the sponsor, and the Independent Consultant whose website was used to make the WINNAMONEY order, as cash back and points are awarded immediately on all WINNAMONEY orders.

18.- The term of this agreement is one year (subject to prior cancellation as provided in the Rules and Regulations).

19.- If the Independent Consultant fails to annually renew his or hers WINNAMONEY Web-site paying the \$95.00 00/100 US DOLLARS, or if he/she fails to pay his/her Web-Hosting Monthly Fee of \$9.95/100 US DOLLARS, or it is canceled or terminated for any reason, The Independent Consultant understand that will permanently lose all rights as an Independent Consultant, and shall not be eligible to receive commissions, royalties, bonuses, or other income resulting from the activities of his or hers former downline sales organization. If the Independent Consultant fails to pay for products or services, the Company is authorized to withhold the appropriate amounts from my commissions, if any, which I have authorized the Company to charge. If payment owed is not made, I understand that I may, at the Company's discretion, lose my marketing organization and future commissions and bonuses, and may be placed on inactive status by the Company for an indeterminate period. The Company will not be responsible for the loss of any commissions and bonuses or other payments because of delays or errors in orders, charges, receiving agreements, or other acts outside of the control of the Company.

20.- License Rights: An Independent Consultant agrees to grant WINNAMONEY a non-exclusive, worldwide, perpetual, irrevocable, royalty-free, sub-licensable (through multiple tiers) right to exercise the copyright, publicity, and database rights, but no other rights, that a Independent Consultant may have in "Your Information", in any media now known or unknown, for the sole purpose of enabling Winnamoney.com to use the information supplied to it by a Independent Consultant. Your Information will only be used in accordance with the terms of WINNAMONEY's Privacy Policy..

21.- The Independent Consultant agrees not to copy, reproduce, alter, modify, public display or produce derivative works of any content (with the exception of Your Information) without the expressed prior written consent of WINNAMONEY, the affected vendor, or the affected third party.

22.-WINNAMONEYt will not sell or rent your personal information to third parties for their marketing purposes. Your Information will only be used as described in WINNAMONEY's Privacy Policy. WINNAMONEY clearly understands that protecting the privacy of Your Information is of utmost importance to every Independent Consultant. WINNAMONEY stores and processes Your Information on computers located within the United States. Our computer systems are protected physically and with technological security devices. WINNAMONEY utilizes third parties to verify and certify our Privacy Policy.

23.- An Independent Consultant position can be willed to heirs or sold to another party. Documentation will be in accordance with the county, state, or province in which the Independent Consultant lived at time of death. The "title" to the business shall be free of all claims and disputes before transfer to the inheritor. The inheritor will initiate an Independent Consultant agreement and abide by these policies and procedures. The inheritor shall sign the agreement in a timely manner, or risk involuntary termination of the position. Independent Consultant must request in writing the written approval of The Company. Once approved by The Company, a transfer fee of \$185 will be charged for administrative expenses incurred by the Company for the transfer.

24.-NO WARRANTY.- WINNAMONEY, ITS SUBSIDIARIES, OFFICERS, DIRECTORS, EMPLOYEES AND SUPPLIERS EXPRESSLY DISCLAIM ANY AND ALL WARRANTIES OF ANY KIND, WHETHER EXPRESSED, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND/OR NON-INFRINGEMENT. AN INDEPENDENT CONSULTANT AGREES THAT HIS USE OF WINNAMONEY'S SERVICES IS STRICTLY ON AN "AS IS" AND "AS AVAILABLE" BASIS, AND THE INDEPENDENT CONSULTANT AGREES TO USE WINNAMONEY'S SERVICES AT HIS OWN RISK, WITHOUT ANY WARRANTY OR CONDITION EXPRESSED OR IMPLIED ON WINNAMONEY'S PART.

WINNAMONEY MAKES NO WARRANTY THAT ITS SERVICE WILL MEET AN INDEPENDENT CONSULTANT OR INDEPENDENT CONSULTANT'S USERS OF HIS OR HERS WEBSITE REQUIREMENTS, OR THAT THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR FREE. WINNAMONEY MAKES NO WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF WINNAMONEY.COM'S SERVICE. WINNAMONEY MAKES NO WARRANTY AS TO THE ACCURACY OR RELIABILITY OF ANY INFORMATION OBTAINED THROUGH ITS SERVICE, OR THAT DEFECTS IN SOFTWARE ON WINNAMONEY.COM WEBSITE WILL BE CORRECTED.

WINNAMONEY MAKES NO WARRANTY REGARDING ANY GOODS OR SERVICES OBTAINED THROUGH WINNAMONEY SERVICES, OR ANY TRANSACTIONS ENTERED INTO THROUGH WINNAMONET.COM'S SERVICES.

AN INDEPENDENT CONSULTANT AGREES THAT NO ADVICE OR INFORMATION OBTAINED (WHETHER ORAL OR WRITTEN) FROM WINNAMONET.COM SHALL CREATE ANY WARRANTY NOT EXPRESSLY MADE WITHIN THE TERMS AND CONDITIONS OF WINNAMONEY'S INDEPENDENT CONSULTANT AGREEMENT.

25.-LIABILITY .-WINNAMONEY, ITS SUBSIDIARIES, OFFICERS, DIRECTORS, EMPLOYEES OR SUPPLIERS SHALL, IN NO WAY, BE HELD LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES RESULTING FROM THE USE, OR THE INABILITY TO USE, WINNAMONEY.COM's SERVICES, OR THE COST OF THE PROCUREMENT OF SUBSTITUTE GOODS AND/OR SERVICES, OR RESULTING FROM ANY GOODS OR SERVICES PURCHASED OR OBTAINED, OR MESSAGES RECEIVED, OR TRANSACTIONS ENTERED INTO THROUGH WINNAMONEY.COM's SERVICE, OR RESULTING FROM UNAUTHORIZED ACCESS TO, OR ALTERATION OF WEBSITE OWNER'S TRANSMISSIONS OR DATA, ARISING OUT OF, OR IN CONNECTION WITH WINNAMONEY WEBSITE, WINNAMONEY.COM's SERVICES OR THIS AGREEMENT (HOWEVER ARISING, INCLUDING NEGLIGENCE), INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, USE, DATA, OR OTHER INTANGIBLE, EVEN THOUGH SHOPTOEARN HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

WINNAMONEY.COM's LIABILITY, AND THE LIABILITY OF OUR SUBSIDIARIES, OFFICERS, DIRECTORS, EMPLOYEES, AND SUPPLIERS, TO YOU OR ANY THIRD PARTY, UNDER ANY CIRCUMSTANCE, IS LIMITED TO THE GREATER OF THE AMOUNT OF FEES YOU PAY TO WINNAMONEY DURING THE TWELVE (12) MONTHS PRIOR TO THE ACTION GIVING RISE TO LIABILITY, AND \$500.

26.- Legal Compliance.-You agree to abide by all applicable state and national laws, statutes ordinances and regulations while using WINNAMONEY.COM's services, regarding purchasing or selling of merchandise on this website, including sales tax compliance.

27.- NO AGENCY .-You agree that no agency, partnership, joint venture, employer-employee, or franchiser-franchisee relationship is intended or created between WINNAMONEY and Independent Consultant by this Agreement.

28.-In the event of termination, nonrenewal or cancellation, The Independent Consultant waive all rights he or she has, including but not limited to property rights, to his or hers former downline organization.

29.- WINNAMONEY reserves the right to terminate all Distributor Agreements upon 30 days notice if the company elects to:

- a) Dissolve as a Business entity.
- b) Cease business operations.
- c) Terminate distribution of its products and/or services via direct selling channels.

d) Cross-line recruiting (stealing) and promising others to enroll in your business after that person was referred to the Company by somebody other than you.

e) Bribing others to join your business by saying you'll pay for them to join your business when you were not the original referrer.

f) Running advertisements on the web, in newspapers, on the radio, and on TV with specific reference to the Company.

30.- WINNAMONEY may cancel this Agreement for any reason upon 30 days advance written notice to Independent Consultant.

31.- The Independent Consultant may cancel this Agreement at any time, and for any reason, upon written notice to Winnamoney At its principal business address

32.- There are not inventory requirements to become an Independent Consultant, and the only cost involved is buying your own web-site from WINNAMONEY at the cost of \$189.00 U.S. and paying the Web-hosting Monthly Fee of \$9.95 U.S. Independent Consultant accepts and understands these two fees are non-refundable after 8 calendar days.

33.-If an Independent Consultant earns over \$600 or more from the Company in a given year, Independent Consultant will receive a form 1099 showing his/her earnings. The Independent Consultant is responsible for all actions concerning payment of income and social security taxes. Independent Consultant should keep records of all business expenses. A recommended publication is IRS Publication 911 For Direct Sellers, available from any IRS Office, or the IRS web site.

34.-The Company will not be responsible for omissions, errors, or problems with commissions, bonuses, business reports, orders or charges after a 45 day time period. Notify the Company immediately of any suspected discrepancy, in a timely manner.

35.-Voluntary or involuntary cancellation of a Independent Consultant position will result in the person or business entity losing all rights to their marketing organization. An Independent Consultant whose agreement is canceled will not receive commissions and bonuses during the month of cancellation, and thereafter. In the case of returns and cancellations, the amount returned will be deducted from upline volumes. The individual or entity will not represent himself/herself as an Independent Consultant for the Company thereafter.

36.-While any violation of the Independent Consultant Agreement and Rules and Regulations Terms can result in immediate termination, we will suspend Independent Consultants for thirty(30) days upon clear evidence of wrongdoing, along with forfeiting their commissions and sending a certified letter to the address on file.

37.- The Independent Consultant has read and understands the Rules and Regulations of the Company , and understands they are incorporated into this agreement. No other promises, representations, guarantees or agreements of any kind shall be binding between Company and Distributor unless in writing, signed by the Distributor and the Company.

38.- The Independent Consultant understands this agreement may not be assigned or delegate to any other person, partnership, corporation, or other entity, without the written consent of WINNAMONEY renders the Agreement voidable at the option of WINNAMONEY and may result in termination of the Independent Consultant

39.- If the Independent Consultant is in breach, default or violation of the Agreement at termination, Independent Consultant shall not be entitled to receive any further Commissions or Bonuses, whether or not the sales for such bonuses or commissions have been completed.

40.- WINNAMONEY, its parent or affiliated companies, directors, officers, shareholders, employees, assigns, and agents (collectively referred to as "affiliates"), shall not be liable for, and the Distributor release WINNAMONEY and its affiliates from all claims for consequential and exemplary damages for any claim or cause of action relating to the Agreement.

41.- Independent Consultant further agrees to release WINNAMONEY and its affiliates from all liability arising from or relating to:

I) Any Distributor breach of this Agreement or the Rules and Regulations of the Company.

II) The promotion or operation of a WINNAMONEY Business by an Independent Consultant and any activities related to it, including, but not limited to the presentation of WINNAMONEY Marketing and Compensation Plan, or WINNAMONEY Products, the operation of a motor vehicle, the lease of Meeting or training facilities, etc... and agree to indemnify WINNAMONEY for any liability, damages, penalties, fines, or other.

III) Any incorrect data or information provided by an Independent Consultant to WINNAMONEY.

IV) An Independent Consultant failure to provide any information or data necessary for WINNAMONEY to operate its business.

V) Awards arising from any unauthorized conduct that the Independent Consultant undertakes in operating his or hers business.

42-The Independent Consultant agrees that at the end of his/her association with the Company, for whatever reasons, they will not interfere, disrupt or proselyte any of the Company's Independent Consultants or Customers. In addition Independent Consultant shall not work in a business or related endeavor, which competes with the Company for a period of 12 months. The Independent Consultant cannot use "WINNAMONEY MARKETING AND COMPENSATION PLAN" in part or in full to market anything other than Company products. The MARKETING AND COMPENSACION PLAN is protected by Federal Trademark and Copyright laws and any unauthorized use will result in prosecution to the full extent of the law. Independent Consultant further agrees, that in association with the Company, (s)he shall create customer lists, leads another information regarding customers and hereby assigns and will continue to assign to the Company throughout his/her association his/her right, title and interest in and to all such data. Independent Consultant agrees that in event of any violation hereof, the Company shall be authorized and entitled to obtain from any Court of competent jurisdiction preliminary and permanent injunctive relief, as well as an equitable account of all profits or benefits arising out of such violation, which right and remedies shall be cumulative and in addition to any other rights or remedies to which the Company may be entitled.

43.- The company reserves the right solely, to use the Company name, logo and trademarks. Under no circumstances should you disclose your password or any other personal information to an unauthorized third party. It is the Independent Consultant's responsibility to protect and maintain the confidentiality of password(s) and personal information. It is your responsibility to ensure that all activity conducted under your Website Address/Screen Name/Username and Password, is in accordance with the terms and conditions of this Agreement. WINNAMONEY will never ask Independent Consultants for their password under any circumstance. Should you suspect or become aware of any unauthorized use of your Website Address/Username and/or Password violations, it is the Independent Consultant's to notify WINNAMONEY immediately. An Independent Consultant is solely and

individually responsible for any personal information provided to WINNAMONEY acts only as a conduit for a Website Owner to shop online through his Website Address. The title "Independent Consultant" must always accompany the Independent Consultant's name on any materials bearing the name, logo or trademark. Prior to creating any ad copy with the Company name, logo or trademark, Distributors must first familiarize themselves with the Company Rules and Regulations.

44.- The Agreement, in its current form and as amended by WINNAMONEY at its discretion, constitutes the entire contract between WINNAMONEY and Independent Consultant. Any promises, representations, offers, or other communications not expressly set forth in the Agreement are of no force or effect..

45- Independent Consultant specifically acknowledges and agrees that the "**WINNAMONEY**" registered trademark and without limitation any and all designs, emblems, insignias, symbols, slogans, copyrights, patents, forms, wordings, marks or other intangible rights related to the license granted herein are, and at all times shall remain, the exclusive property of **WINNAMONEY, LLC** and neither Independent Consultant nor any other person or entity shall acquire any proprietary interest therein; and any attempt by the Independent Consultant to assign or transfer any of its rights hereunder without the express written consent of **WINNAMONEY, LLC** shall be null and void and shall constitute a material breach of this Agreement.

46.- Independent Consultant agrees that it will take no action which will or could in any way jeopardize or affect **WINNAMONEY, LLC** rights in the registered trademark name "**WINNAMONEY**" or other related intangible properties, and Independent Consultant is specifically prohibited from registering any such names or marks in its other names, except with the express written consent of the Company.

47.- Independent Consultant certifies (s)he is of legal age to contract in the state in which (s)he resides at the date of completing this application. Distributor understands that acceptance of this agreement does not constitute the sale of a franchise or territories by Company without express written authorization from Company.

49.- Independent Consultant agrees to hold the Company harmless from any infractions by Independent Consultant of any Federal, State or local laws and regulations.

50.- This Agreement will be governed by and construed in accordance with the laws of the State of Nevada without regard to principles of conflicts of laws. All disputes and claims relating to WINNAMONEY, The Independent Consultant Agreement, The WINNAMONEY Marketing and Compensation Plan or its products and services, the rights and obligations of an Independent Distributor an WINNAMONEY, or any other claims or causes of action relating to the performance of either WINNAMONEY or an Independent Consultant under the Agreement or the WINNAMONEY Rules and Regulations shall be settled totally and finally by arbitration in Las Vegas, Nevada, or such other location as WINNAMONEY 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 under the Federal Rules of Civil Procedure. 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 a judgment in any court of competent jurisdiction. The prevailing party shall be entitled to receive from the losing party all costs and expenses of arbitration, including legal and filing fees. This Agreement to arbitrate shall survive any termination or expiration of the Agreement. Nothing in the Agreement shall prevent WINNAMONEY 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.

51.-. The parties consent to jurisdiction and venue before any federal or state court in SILVER SPRINGS, State of NEVADA, for purposes of enforcing an award by an arbitrator or any other matter not subject to arbitration.

52.- If an Independent Consultant wishes to bring an action against WINNAMONEY for any act or omission relating to or arising from the Agreement, such action must be brought within one year from the date of the alleged conduct giving rise to the cause of action. Failure to bring such action within such time shall bar all claims against WINNAMONEY for such act or omission. Independent Consultant waives all claims that any other statutes of limitations apply.

53.- I authorize WINNAMONEY,LLC to use my name, photograph, personal story and/or likeness in advertising or promotional materials and waive all claims for remuneration for such use.

54.-. Montana residents: A Montana resident may cancel his or her Independent Consultant Agreement within 15 days from the date of enrollment, for a full refund within such time period.

55.- NOTICE OF RIGHT TO CANCEL The Independent Consultant may CANCEL this transaction, without any penalty or obligation, within EIGHT CALENDAR DAYS from the enrolled date. If you cancel, any property traded in, any payments made by you under the contract or sale, and any negotiable instrument executed by you will be returned within TEN BUSINESS DAYS following receipt by the seller of your cancellation notice, and any security interest arising out of the transaction will be canceled.

To cancel this transaction, email and deliver a signed and dated copy of this Cancellation Notice, or any other written notice, to:

WINNAMONEY, LLC,
4590 Deodar Street, Silver Springs, NV 89429,
admin@winnamoney.com

NOT LATER THAN MIDNIGHT of the seventh business day following the date set forth above.

56.- If any provision of this Agreement is held by a Court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will continue in full force and effect without being impaired or invalidated in any way.

57.- If any legal action based on contract law, including an action for declaratory relief, is brought to enforce or interpret the provisions of this Agreement, the prevailing party will be entitled to reasonable attorney's fees, which may be set by the court in the same action or in a separate action brought for that purpose, in addition to any other relief to which the party may be entitled.

58.- Any notice required or permitted to be given under this Agreement shall be written, and may be given by registered or certified mail, first-class postage per-paid, return receipt requested. Notice shall be deemed given upon actual receipt in the case of personal delivery, or upon mailing. Mailed notices shall be addressed

as follows, but each party may change address by written notice in accordance with this:

WINNAMONEY, LLC.

WINNAMONEY, LLC,
4590 Deodar Street, Silver Springs, NV 89429,
admin@winnamoney.com

Independent Consultant registered Address