

## **Affiliate Compensation Plan As of September 9, 2019**

This document explains the compensation that Kyngdom Organizer Co. (the “Company”) will provide to Affiliates as a result of Qualified Sales referred to the Company by the Affiliate and the Affiliate’s downline team. This document is an attachment to, and part of, the Sales Affiliate Agreement and the Trainer Affiliate Agreement.

### **1. Definitions:**

Any capitalized terms not defined in this document will use the definitions provided in the Affiliate Agreements, including the Policies and Procedures, whether directly defined or by reference.

- a. “Affiliate:” A person or entity with an active Sales Affiliate or Trainer Affiliate subscription to sell or provide KO Products or Services.
- b. Affiliate Down Line:
  - “Self”: Sales made by the Affiliate personally.
  - “Tier 1”: Sales made by another affiliate one level below the Affiliate.
  - “Tier 2”: Sales made by another affiliate two levels below the Affiliate.
  - “Tier 3”: Sales made by another affiliate three levels below the Affiliate.
  - “Tier 4”: Sales made by another affiliate four levels below the Affiliate (limited to Cornerstone Affiliates).
- c. “Commission”: A payment of an agreed upon amount made by the Company to the Affiliate in accordance with the Commission Schedules set forth in the Affiliate Compensation Plan, which payments, when made based on the sale of an annual subscription, are made in advance of the commission being fully earned (over the life of the subscription), and are subject to adjustments if the subscription is terminated before completion.
- d. “Cornerstone Affiliate”: the first One Thousand (1,000) Affiliates (Sales or Training) who register with the Company and initiate their subscriptions during the Beta Period in accordance with the Policies and Procedures, who shall receive as an incentive for being early adopters an additional tier of Commissions (Tier 4) for so long as they remain active Affiliates, as established by the Affiliate Compensation Plan and the Policies and Procedures.
- e. “Corporate Sales”: Sales to a company for the benefit of its officers, employees, etc. as a packaged group sale.
- f. “Individual”: A living person and any closely held entity owned by the person, excluding the employees of such entity.
- g. “Member”: A person or entity who has purchased a Kyngdom Organizer with an active Member subscription for periodic direct training by the Kyngdom Organizer Co.
- h. “Sales Affiliate”: A person or entity with an active Sales Affiliate Agreement to only sell designated KO Products and Services.
- i. “Trainer Affiliate”: A person or entity with an active Trainer Affiliate Agreement to both sell designated KO Products and Services and to serve as a coach on the use of the Kyngdom Organizer and the Five Kyngdoms Program.

## **2. Compensation:**

Affiliates receive Commissions for referring customers who make Qualified Purchases of designated Kyngdom Organizer Products and Services.

Currently registered Affiliates will receive Commissions on personal sales, and sales by their downline affiliates, according to the schedules officially published in this Compensation Plan.

Inasmuch as annual subscriptions are paid monthly over a year such that commissions on those subscriptions are earned over time, and since Commissions are paid up front as subscriptions are initiated on a provisional basis (expecting the full subscription price to be paid over the year), in the event a subscription is prematurely canceled, Commissions previously paid will be retroactively adjusted on a pro-rata basis as provided in the Policies and Procedures. The adjustments shall be applied to the next regularly scheduled Commission payment(s) until the unearned portion of the Commission paid for the cancelled subscription is recovered in full.

Note that commissions on the sale of Trainer Affiliate subscriptions are only available in full to Trainer Affiliates. Sales Affiliates who qualify to receive a commission on the sale of a Trainer Affiliate subscription which occurs in their downline will receive a commission at the same rate as if the sale of the Trainer Affiliate subscription was the sale of a Sales Affiliate subscription. The remainder of the Training Affiliate subscription commission will transfer up the commission line to qualified Trainer Associates in amounts and manners yet to be determined until all of the remaining available commissions for that particular sale have been paid to qualified Trainer Affiliates. Once this portion of the Commission Schedule is finalized and formally adopted, it will be published through the Company Website.

Affiliate hereby expressly recognizes and irrevocably agrees by entering into an Affiliate Agreement that any prior discussions, statements, descriptions, presentations, representations and so forth regarding compensation and/or the anticipated Commissions Schedules were anticipatory only and were not binding on the Company to the extent they may have ultimately differed from the official published Commission Schedules. Likewise, any discussions, statements, descriptions, presentations, representations and so forth by any person regarding compensation and/or what the Commission Schedules are, or may be, which are different than the official Commission Schedules set forth herein are not binding on the Company, and may not be relied upon by any person for any reason, regardless of who may have made the statement, etc.

Affiliate hereby expressly acknowledges and irrevocably agrees that Affiliate has not, and will not, rely on any prediction, forecast, or promise as to what compensation Affiliate may earn as an Affiliate, but shall base Affiliate's decision to enter into this Affiliate Agreement solely on Affiliate's personal analysis of the official Commission Schedules as published and Affiliate's own business judgment as to what Affiliate believes may be possible taking into account all factors and circumstances Affiliate may deem relevant.

### 3. Commission Schedules:

Affiliate hereby acknowledges and irrevocably agrees that the Commission Schedules set forth in this Plan may change at any time in the Company's sole and absolute discretion. The Company may from time to time provide special promotional pricing which will also affect Commissions Schedules. The Company may at any time cancel or reprice any Product or Service which it has been offering, which will affect Commission Schedules accordingly.

In accordance with the Policies and Procedures, the applicable Commission Schedule for all designated KO Products and Services available through the Company for a given month will be available to the Affiliate via the Company website at the start of each month. It is the Affiliate's responsibility to regularly review the commission schedule and check for updates.

The Commission Schedules set forth below apply to sales to Individuals only. Any Corporate Sales shall be directly negotiated with the Company during the Beta Period.

#### A. Subscription Sales:

During the Beta Period, the Kyngdom Organizer Products and Services shall consist of annual Member Subscriptions, annual Sales Affiliate Subscriptions, and annual Trainer Affiliate Subscriptions as follows:

*Table 1. Sales Affiliate Commissions for Sale of Annual Subscriptions.*

	<b>Member Subscriptions</b>	<b>Sales Affiliate Subscriptions</b>	<b>Trainer Affiliate Subscriptions</b>
<b>Self</b>	<b>\$35</b>	<b>\$50</b>	<b>\$50</b>
<b>Tier 1</b>	<b>\$10</b>	<b>\$15</b>	<b>\$15</b>
<b>Tier 2</b>	<b>\$10</b>	<b>\$20</b>	<b>\$20</b>
<b>Tier 3</b>	<b>\$10</b>	<b>\$10</b>	<b>\$10</b>
<b>Tier 4<sup>1</sup></b>	<b>\$5</b>	<b>\$5</b>	<b>\$5</b>

*Table 2. Trainer Affiliate Commission for Sale of Annual Subscriptions.*

	<b>Member Subscriptions</b>	<b>Sales Affiliate Subscriptions</b>	<b>Trainer Affiliate Subscriptions<sup>2</sup></b>
<b>Self</b>	<b>\$35</b>	<b>\$50</b>	<b>\$250</b>
<b>Tier 1</b>	<b>\$10</b>	<b>\$15</b>	<b>TBD</b>
<b>Tier 2</b>	<b>\$10</b>	<b>\$20</b>	<b>TBD</b>
<b>Tier 3</b>	<b>\$10</b>	<b>\$10</b>	<b>TBD</b>
<b>Tier 4<sup>1</sup></b>	<b>\$5</b>	<b>\$5</b>	<b>TBD</b>

#### NOTES:

1. Tier 4 Commissions only apply to Cornerstone Affiliates.

2. At present, the anticipated commissions from the sale of a Trainer Affiliate subscription available to pay upline will be a total of \$250 (in addition to the \$250 which will be paid to the Trainer Affiliate personally when the Trainer Affiliate personally sells the Trainer Affiliate subscription). The manner of distribution has yet to be determined.

#### **B. Five Kyngdoms Assessments:**

Five Kyngdom Assessments are a tool for individuals to evaluate, with the assistance of a Training Affiliate, how they may benefit from the Five Kyngdoms Program. Only active Training Affiliates may sell and provide such training to Individuals, but if a Five Kyngdoms Assessment is sold by a Training Affiliate in a Sale Affiliate's downline, the Sales Affiliate will receive a commission from the sale. The Commission Schedule for Five Kyngdoms Assessments is still being developed and will be posted on the Company Website once it is formally adopted.

#### **C. Other Products and Services:**

The commission schedule for other designated Products and Services will become available during the course of the Beta Period, or thereafter, and will be separately determined on a case by case basis for each Product or Service, taking into account several factors including, but not limited to, acquisition costs, production costs, research and development costs, shipping and handling costs, sale price, promotional pricing, etc.

#### **4. Payment Schedule:**

Affiliate Commission payments are made once each month on Qualifying Purchases from the previous month, except that Commissions earned from a qualifying sale of a Trainer Affiliate subscription in a Trainer Affiliate's downline are paid in 12 equal monthly installments, beginning on the regularly scheduled payment date the month after the qualifying sale and continuing so long as the subscription sold remains active.

Affiliates will receive a monthly Commission Reports on or about the first day of each month. Affiliates are responsible to review their Commission Reports and report any apparent discrepancies to the Company by the 15<sup>th</sup> of each month so that any appropriate adjustments can be made before payment for the previous month. Any discrepancies and requested adjustments not reported by the 15<sup>th</sup> of the month are forever waived by the Affiliate and will not be included in any subsequent payment, provided that appropriate corrections may be made which will be applied moving forward.

#### **5. Qualifying for Compensation:**

In order to qualify to receive commissions on the sale of Qualified Kyngdom Organizer Products and Services, the Affiliate must maintain an active Affiliate subscription (either Sales Affiliate or Trainer Affiliate) with the Company. Any failure to do so will result in forfeiture of any Commissions which would otherwise be received, unless Affiliate corrects any such lapse within the grace period provided in the Policies and Procedures.

## **6. Changing Subscription Levels:**

- a. If Member subscribers choose to upgrade their subscription to Affiliate, their Member subscription will end and a new annual Sales Affiliate or Trainer Affiliate subscription will begin from the time the Affiliate Application is accepted by the Company.
- b. If an Affiliate chooses to change to a Member subscription only, Affiliate will cancel the Affiliate subscription and begin a new Member subscription. If an Affiliate chooses to terminate affiliate status, Affiliate will forever relinquish Affiliate's existing position as an Affiliate and any right to receive any Commissions based on that position and downline. An Affiliate who transfers to a Member subscription only may subsequently upgrade to being a Sales or Training Affiliate again, but will do so only as if the person were becoming an Affiliate for the very first time, and none of the person's prior downline will be transferred to the new affiliate position.
- c. An Affiliate may change their subscription from Sales Affiliate to Trainer Affiliate and vice versa. Such a change must be requested through the Affiliate Subscription Change form available from the Company, and is subject to approval by the Company. Approved changes take effect in a manner to be determined as set forth in the Policies and Procedures.

## **7. Limitations on downline membership:**

Officers, employees, and any other staff of the Kyngdom Organizer Co. may not be Affiliates, nor may their spouses. Nor may they have any interest in any entity which is an Affiliate. This limitation shall last so long as they are employed by the Company. Other family members who are not employed by the Company, however, may be Affiliates in their own right.

## **8. Interpretation and Modification:**

As to any ambiguity or inconsistency between this Compensation Plan and the Affiliate Application's statement of the Terms and Conditions of an Affiliate Agreement, or the Policies and Procedures, or any other document of the Company, this Compensation Plan will govern.

This Compensation Plan may be altered at any time to clarify any mistakes, ambiguities, or for any other reason the Company in its sole and absolute discretion deems advisable, which alteration(s) shall take effect immediately upon announcement by the Company, provided that clarifications of ambiguities may take effect retroactively to such time as the Company deems appropriate to reflect the Company's original intent, as may be announced.