

**Kyngdom Organizer, Co.**  
**Affiliate Compensation Plan**  
**October 2019**

This document explains the compensation that Kyngdom Organizer, Co. (the “Company”) will provide to Affiliates as a result of Qualified Purchases referred to the Company by the Affiliate during the Beta Period. 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” means a person or entity with an active Sales Affiliate or Trainer Affiliate subscription to sell or provide KO Products or Services.
- b. “Affiliate Leader” means the Affiliate who refers an Affiliate to the Company.
- c. “Commission” means 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 for Qualified Purchases of Kyngdom Organizer Company Products and Services.
- d. “Cornerstone Affiliate” means 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, and who are accepted as Affiliates by the Company, who shall receive an incentive for being early adopters as may be established by the Affiliate Compensation Plan and the Policies and Procedures.
- e. “Group Sales” means Sales to a company or group for the benefit of its officers, employees, members, etc. as a packaged group sale.
- f. “Individual” means a living person and any closely held entity owned by the person which the person uses to register as a Member or an Affiliate.
- g. “Leadership Bonus” means a bonus payment an Affiliate Leader receives from the Company to recognize the Affiliate’s leadership working with those Affiliates they have referred to the Company.
- h. “Member” means a person or entity who has purchased a Kyngdom Organizer® with an active Member subscription for periodic direct training by the Kyngdom Organizer, Co.
- i. “Qualified Purchase”: A purchase of KO Products or Services for which there is a commission offered under this Compensation Plan, which purchase also qualifies under

all applicable requirements, whether set forth in this Compensation Plan, the Policies and Procedures, or the Affiliate Applications/Agreements.

- j. “Sales Affiliate”: A person or entity with an active Sales Affiliate Agreement only to sell designated KO Products and Services (without providing Training Services).
- k. “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, and as may otherwise be set forth in the Trainer Affiliate Agreement.

## **2. Compensation:**

Affiliates receive Commissions for referring customers who make Qualified Purchases of designated Kyngdom Organizer Products and Services, and Leadership Bonuses for assisting the Affiliates they refer to the Company. All compensation is paid to Affiliates as independent contractors.

Currently registered Affiliates will receive Commissions and Bonuses on Qualified Purchases according to the schedules officially published in this Compensation Plan, subject to the Company’s 14-Day Guaranty (which, if invoked, will preclude any Commission or Bonus from that given purchase).

Inasmuch as annual subscriptions are paid monthly over a year, (such that commissions/bonuses don those subscriptions are actually earned over time), and since Commissions/Bonuses are paid up front on a provisional basis as subscriptions are initiated (expecting the full subscription price to be paid over the year), in the event a subscription is canceled for any reason Commissions and Leadership Bonuses previously paid for a full annual subscription will be retroactively adjusted on a pro-rata basis as provided in the Policies and Procedures. The adjustments will be deducted from the next regularly scheduled Commission/Bonus payment(s) until the unearned portion of the Commission/Bonus paid for the cancelled subscription is recovered in full. If an Affiliate terminates his or her own subscription before such amounts are repaid in full by the adjustment method described herein, Affiliate hereby agrees to repay the Company any amount of unearned Commission/Bonus not yet fully repaid, and to do so within 30 days of termination.

Commissions and Leadership Bonuses on the sale of Trainer Affiliate subscriptions are only available in full to Trainer Affiliates. Accordingly, Sales Affiliates who qualify to receive a Commission/Bonus on the sale of a Trainer Affiliate subscription will receive a reduced Commission/Bonus at the same rate as if the sale of the Trainer Affiliate subscription was the sale of a Sales Affiliate subscription.

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 are not binding on the Company to the extent they may differ from the

official published Commission Schedules and the most current version of this Compensation Plan. 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, presentation, representation, and so forth.

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

### **3. Commission and Leadership Bonus Schedules:**

Affiliate hereby acknowledges and irrevocably agrees that the Commission and Leadership Bonus 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 also provide special promotional pricing which may also affect Commission and Bonus Schedules. The Company may at any time cancel or reset the price of any Product or Service which it has been offering, which may affect Commission and Bonus Schedules accordingly.

In accordance with the Policies and Procedures, the applicable Commission and Bonus Schedules 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 and Bonus Schedules to check for updates.

The Commission and Bonus Schedules set forth below apply to sales to Individuals only. Commissions and Leadership Bonuses for any Group Sales shall be directly negotiated with and set by the Company during the Beta Period.

#### **A. Subscription Sales:**

During the Beta Period, the Kyngdom Organizer Products and Services available shall consist primarily 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>Subscription Type</b>	<b>Commission</b>
<b>Member</b>	<b>\$50</b>
<b>Sales Affiliate</b>	<b>\$100</b>
<b>Trainer Affiliate</b>	<b>\$100</b>

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

<b>Subscription Type</b>	<b>Commission</b>
<b>Member</b>	<b>\$50</b>
<b>Sales Affiliate</b>	<b>\$100</b>
<b>Trainer Affiliate</b>	<b>\$500<sup>1</sup></b>

**NOTE 1:** Commissions paid to Trainer Affiliates for selling a Trainer Affiliate subscription will be made in two separate installments. The first half of the Commission will be paid on the same schedule as other Commissions. The second half will be paid six months later, provided the subscription is still active.

**B. Leadership Bonus:**

In addition to the Commissions earned from direct sales by an Affiliate, an Affiliate will receive a Leadership Bonus for assisting those they bring in as Affiliates, as follows:

***Table 1. Sales Affiliate Leadership Bonus.***

<b>Subscription Type</b>	<b>Leadership Bonus</b>
<b>Member</b>	<b>\$5</b>
<b>Sales Affiliate</b>	<b>\$10</b>
<b>Trainer Affiliate</b>	<b>\$10</b>

***Table 2. Trainer Affiliate Leadership Bonus.***

<b>Subscription Type</b>	<b>Leadership Bonus</b>
<b>Member</b>	<b>\$5</b>
<b>Sales Affiliate</b>	<b>\$10</b>
<b>Trainer Affiliate</b>	<b>\$100</b>

**Cornerstone Affiliates receive an alternative Leadership Bonus as follows:**

***Table 3. Cornerstone Sales Affiliate Leadership Bonus.***

<b>Subscription Type</b>	<b>Leadership Bonus</b>
<b>Member</b>	<b>\$10</b>
<b>Sales Affiliate</b>	<b>\$20</b>
<b>Trainer Affiliate</b>	<b>\$20</b>

***Table 4. Cornerstone Trainer Affiliate Leadership Bonus.***

<b>Subscription Type</b>	<b>Bonus</b>
<b>Member</b>	<b>\$10</b>
<b>Sales Affiliate</b>	<b>\$20</b>
<b>Trainer Affiliate</b>	<b>\$200<sup>2</sup></b>

**NOTE 2:** A Leadership Bonus paid to Trainer Affiliates for a Trainer Affiliate subscription will be made in two separate installments. The first half of the Bonus will be paid on the same schedule as other Commissions. The second half will be paid six months later, provided the subscription is still active.

**C. Five Kyngdoms Assessment:**

Five Kyngdom Assessments are a tool for Individuals, with the assistance of a Training Affiliate, to evaluate how they may benefit from the Five Kyngdom Program. Only active Training Affiliates may sell and provide such training to Individuals. The Commission Schedule for Five Kyngdom Assessments is still being developed and will be posted on the Company Website once it is formally adopted.

**D. Group Sale Commissions:**

Affiliates may on a case by case basis refer companies or groups to the Company for Group Sales, including training, and thereby earn a custom Commission determined by the Company in its sole discretion, based upon the volume of the Group Sales and/or Training and any custom pricing, the status of the Affiliate, and such other factors the Company deems relevant. Likewise, Leadership Bonuses for Group Sales will be determined by the Company in its sole discretion on a case-by-case basis.

**E. Other Compensation:**

The Company may implement additional compensation opportunities, structures, bonuses, contests, and payments in its sole and absolute discretion. These additional payments may be made on a temporary or long-term basis, as the Company deems prudent and necessary to maintain a robust and healthy affiliate structure.

**F. Other Products and Services:**

The Company will from time to time introduce additional Products and Services, such as binders, specialty packets, training programs, etc. The Commission and Bonus Schedules for such other designated Products and Services may 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. Unless and until such Commission and Bonus Schedules are formally adopted as

part of a current Affiliate Compensation Plan, there will not be any Commission paid for such Product or Service.

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

Affiliate Commission and Bonus payments are made once each month on Qualifying Purchases during the previous month, except that a Commission or Leadership Bonus earned from a qualifying sale of a Trainer Affiliate subscription by a Trainer Affiliate is paid in two equal installments. The first payment occurs on the regularly scheduled payment date, with the second payment occurring six months later, provided the subscription sold remains active.

Affiliates will receive a monthly Commission/Bonus Reports on or about the first day of each month identifying the anticipated Commission and Bonus distribution. Affiliates are responsible to review their Reports and report any apparent irregularity or discrepancies to the Company by the 15<sup>th</sup> of each month so that any appropriate adjustments can be made before that month's payment. Any discrepancies and requested adjustments not reported to the Company in writing by the 15<sup>th</sup> of the month are forever waived by the Affiliate and will not be included in any subsequent payment. Any irregularity or discrepancy which resulted in an unearned payment to an Affiliate will be corrected by an adjustment to the next Commission/Bonus payment(s) to the Affiliate, after discovery by the Company.

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

In order to qualify to receive Commissions and Leadership Bonuses on the Qualified Purchases of 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 or Bonuses which would otherwise be received, unless Affiliate corrects any such lapse of subscription within the grace period as provided in the Policies and Procedures

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

- a. Member subscribers may choose to upgrade their personal subscriptions to Affiliate, in which case their Member subscription will end and a new annual Sales Affiliate or Trainer Affiliate subscription will begin from the time the new Affiliate Application is accepted by the Company. Any potential compensation will be determined on sales after the new Affiliate Application is accepted by the Company.
- b. If an Affiliate chooses to change to a Member subscription only, Affiliate will terminate 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 compensation, status, and any and all other benefits based on that position. An Affiliate who changes to a Member subscription may subsequently become a Sales or Training Affiliate again, but may do so only as if the person were becoming an Affiliate for the very first time, and none of the person's prior sales, benefits or status will be transferred to the new affiliate position. For example, if a

Cornerstone Affiliate were to change to a Member Level, and subsequently subscribe again as an Affiliate, the person would not resume as a Cornerstone Affiliate, but would rejoin as a regular Affiliate.

- c. An Affiliate may change subscription level from Sales Affiliate to Trainer Affiliate and vice versa, provided the Affiliate has not changed affiliate subscription levels within the previous six months. Such a change must be requested in writing through the Affiliate Subscription Change form available from the Company, and is subject to approval by the Company. Approved changes will take effect in a manner to be determined as set forth in the Policies and Procedures. Commissions and Leadership Bonuses will be determined as of the date the change is accepted by the Company.
- d. Any change in subscription level will result in a corresponding adjustment to the Commission and/or Leadership Bonus of the referring Affiliates, in that the Commission or Leadership Bonus previously paid for the terminated subscription will be prorated and the unearned portion will be deducted from the new Commission/Bonus for the new subscription. This may result in a positive net Commission/Bonus adjustment when changing from the Member level to an Affiliate level, but will likely result in a negative adjustment if a Trainer Affiliate changes to a Sales Affiliate, or any Affiliate changes to the Member level.

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

Officers, employees, and any other full-time 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. Good Faith Requirement:**

Good faith is required for any Purchase of KO Products and Services to “Qualify” for compensation under the Affiliate Agreement. All compensation allowed under this Compensation Plan is premised upon and requires good faith on the part of the Affiliate in making the sale, meaning that the Affiliate and/or the Affiliate’s Leader has not in any manner attempted to obtain compensation which Affiliate or Leader has not actually earned, or will earn over the course of a subscription. An example of a lack of good faith would include an Affiliate encouraging a potential subscriber to make a purchase with an intent to subsequently cancel it so that the Affiliate may obtain the compensation from the subscription, or qualify for any contest or promotion, etc. in the interim. In other words, Affiliates may not attempt in any manner to mislead or defraud the Company, or any purchaser, or other Affiliate. In the event there is any question as to whether an Affiliate has acted in good faith, the Company in its absolute and sole discretion may place an immediate hold on the distribution of any compensation (or the awarding of any contest points, etc.) until such questions are fully investigated and finally resolved. Affiliate hereby irrevocably promises to participate fully and candidly in any such investigation.

If it is determined by the Company in its sole judgment that any sale was not made in good faith, the sale will be canceled without any refund, the Affiliate will be disqualified from any contest, and the Affiliate's subscription may be terminated without any refund. The Affiliate must return any compensation the Affiliate may have received from a purchase lacking good faith within 30 days of the Company's written decision.

## **9. 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 by its publication on the Company's website, and may even be made retroactively. Clarifications of ambiguities will take effect retroactively to such time as the Company deems appropriate to reflect the Company's original intent, as may be announced.