

MyFile-IT Direct Ambassador Agreement

Rev-0- 08/01/17

THIS DIRECT AMBASSADOR AGREEMENT ("Agreement") is entered into by and between Butcher Capital Management Corp (BCMC) trading as MyFile-IT, MyFile-IT Events, MyFile-IT PE located at 809 N. Bethlehem Pike, Lower Gwynedd, PA 19002 herein known as "MyFile-IT" and the Direct Ambassador, _____ located at _____ herein known as ("Direct Ambassador").

1. DEFINITIONS

As used in this Agreement, the word "Direct Ambassador" shall mean any person or business entity who or which shall independently market, and gives MyFile-IT Rewards Code for MyFile-IT services to anyone over the age of 18.

Rewards Code is group of numbers and or letter that make up a code that grants a user a discount on MyFile-IT service. It also used to identify Direct Ambassador who gave the Rewards Code to user. Direct Ambassador will get paid commissions when Rewards Code is used to purchase MyfileIT services.

2. WHEREAS;

Direct Ambassador agrees to review the website pages and video on MyFile-IT product known as MyFile-IT PE. In addition there may be more requirements published on the website <http://www.Myfileit.com> under Direct Ambassador section.

3. APPOINTMENT

MyFile-IT hereby grants Direct Ambassador as a non-exclusive Direct Ambassador for giving Rewards Codes to anyone to use for MyFile-IT services.

4. SERVICES TO BE PROVIDED BUT NOT LIMITED TO;

- a) MyFile-IT will provide to Direct Ambassador;
 - a. Technical Support
 - b. Product and Service Upload Support
 - c. Development of Customer Campaign Support
 - d. Training Materials

5. ACCEPTANCE BY DIRECT AMBASSADOR

Direct Ambassador hereby accepts the appointment as a non-exclusive Direct Ambassador for the MyFile-IT service on all the terms and conditions provided in this Agreement, and agrees to provide either a checking or saving bank account information, so MyFile-IT can pay them with direct deposit.

6. LICENSE FEE

Direct Ambassador shall not pay a MyFile-IT license fee to become an authorized and qualified Direct Ambassador.

7. MARKETING

MyFile-IT will provide marketing materials to Direct Ambassador. If Direct Ambassador wishes to create his/her own marketing materials, Direct Ambassador shall, prior to its use of such materials, submit such materials to MyFile-IT for approval. Direct Ambassador shall be solely responsible for all costs and expenses related to advertising, marketing, promoting, reselling, delivery, and distribution related to the MyFile-IT service.

8. COMMISSIONS (Revenue Sharing)

Direct Ambassador hereby accepts the MyFile-IT commission rates set forth. All commissions are calculated on fees paid and received by MyFile-IT.

MyFile-IT P&E Version;

- a) When anybody who uses Direct Ambassador assigned MyFile-IT's Rewards Code to receive a discount and pays in full either MyFile-IT's website www.myfileit.com or Android version. MyFile-IT will pay Direct Ambassador the following;
 - a. \$0.50 per user.

9. RECURRING COMMISSIONS (Revenue Sharing)

The Direct Ambassador must have at least 100 new users created MyFile-IT PE accounts and pay in full and used the Direct Ambassador Rewards Code each year to receive recurring commissions on all of Direct Ambassador assigned Rewards Code accounts.

MyFile-IT P&E Version;

- a) When anybody that has used Direct Ambassador assigned MyFile-IT's Rewards Code and paid there renewal MyFile-IT PE Subscription Key fee on MyFile-IT's website www.myfileit.com or Android version, MyFile-IT will pay the following;
 - a. \$0.50 per user when that user pays in full to renew their MyFile-IT PE Subscription Key.

10. PAYMENT OF COMMISSIONS

Direct Ambassador agrees that MyFile-IT can offset and or bill the Direct Ambassador for any commissions, paid or owed by MYFile-IT to Direct Ambassador, if MyFile-IT has to refund monies paid by the user for any software product or service sold by Direct Ambassador using Rewards Code.

MyFile-IT PE Version;

- a) MyFile-IT will be paid to Direct Ambassador via direct bank (checking or saving account) deposit to Direct Ambassador account when MyFile-IT owes the Direct Ambassador more than \$10.00 or on the 30th day of each quarter of the year as long the amount is over \$5.00. MyFile-IT will zero out the balance owed on December 30 of each year as long as the Direct Ambassador is active and in good standing.
- b) MyFile-IT reserves the right to offset any commissions owed with any claims for returns or refunds.

11. ABANDONMENT

It will be considered abandonment of your Rewards Code account and no monies will be considered owed by MyFile-IT if;

- a) Email mail or physical mail is being returned for more than 3 months.
- b) Direct Ambassador has not logged in to their Rewards Code Account for 3 months.
- c) Direct Ambassador Rewards Code has not been used when creating a new account for 6 months.

MyFile-IT will have the right to close your Rewards Code account without any further notification if any the above conditions are not met and or Par 29 Inactivity.

12 TERM OF LICENSE

The Direct Ambassador granted by MyFile-IT pursuant to this Agreement shall continue in full force and effect for a period of 30 days from the date of approval of the Direct Ambassador into the MyFile-IT Direct Ambassador program.

13. AUTOMATIC RENEWAL OF AGREEMENT

Provided this Agreement has not been terminated, then this Agreement shall automatically renew itself from 30 days to 30 days after the initial 30 days term, upon thirty (30) thirty days written notice to the Direct Ambassador. Direct Ambassador agrees that, notwithstanding the number of times this Agreement may be renewed, it is not the intention that it be construed as a contract of indefinite duration.

14. ASSIGNMENT

The Direct Ambassador agrees that its rights and obligations under this Agreement may not be transferred or assigned by the Direct Ambassador without the written consent of MyFile-IT. Any transfer of a controlling interest in Direct Ambassador shall be considered an assignment. MyFile-IT reserves its full rights to transfer or assign this Agreement. This Agreement shall be binding upon and endure to the benefit of the legal representative, successors, and assigns of MyFile-IT.

15. INDEPENDENT CONTRACTORS

The relationship between MyFile-IT and Direct Ambassador under this Agreement is solely that of independent contractors. Nothing contained in this Agreement shall be construed to give either party the power to direct and control the day-to-day activities of the other, constitute the Direct Ambassador as agents, employees, Direct Ambassador, joint ventures, co-owners, or otherwise as participants in a joint or common undertaking, or allow the Direct Ambassador to create or assume an obligation or legal representation on behalf of MyFile-IT for any purpose whatsoever.

16. COMPLIANCE WITH LAWS

Direct Ambassador shall comply with all laws and regulations applicable to Direct Ambassador with respect to the conduct of business generally. Non-compliance by Direct Ambassador or its employees or agents shall be considered a default under this Agreement, justifying termination.

17. LIMITED WARRANTY

MyFile-IT represents and warrants that the MyFile-IT website and subscription service has been designed and developed with reasonable diligence and skill.

EXCEPT AS EXPRESSLY SET FORTH HEREIN, THERE ARE NO REPRESENTATIONS OR WARRANTIES BY MYFILE-IT, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE REGARDING THE SOFTWARE OR SERVICE OFFERED BY MYFILE-IT THROUGH MYFILE-IT PURSUANT TO THIS AGREEMENT. IN NO EVENT SHALL MYFILE-IT BE LIABLE FOR ANY LOSS OF BUSINESS OR OTHER INCIDENTAL OR CONSEQUENTIAL DAMAGES UNDER THIS AGREEMENT.

Any software, products, or equipment supplied by third parties are subject to the applicable warranties provided by such third parties, and MyFile-IT makes no additional warranties with respect to such software, products, or equipment. Direct Ambassador shall in no way imply or state to any customers or prospect that any warranties not expressly given by MyFile-IT or applicable third parties are in effect with respect to the software, products, or equipment.

18. LIMITATION OF LIABILITY

In the event that MyFile-IT is found liable for any act or omission under warranty or otherwise by a court of competent jurisdiction, the parties expressly understand and agree that MyFile-IT's liability to respond in damages shall be limited to the return of the MyFile-IT Direct Ambassador program license fee paid by Direct Ambassador to MyFile-IT, and in no event shall MyFile-IT be liable for any special, incidental or consequential damages, including but not limited to loss of revenues and loss of profit, and MyFile-IT shall not be liable for any injury or damage to Direct Ambassador, Direct Ambassador properties, Direct Ambassador's business, or Direct Ambassador's employees, agents or other business invitees in any way related to or arising out of the MyFile-IT service, its use or inability to use or its implementation.

19. INDEMNIFICATION

Direct Ambassador will indemnify, defend and hold MyFile-IT harmless from any and all liabilities, losses, obligations, expenses (including without limitation to attorney's fees) and costs arising in connection with any lawsuit, proceedings, or other action arising out of the operation of Direct Ambassador's business or related to any claim by a third party based, in whole or in part, on Direct Ambassador's marketing, selling, reselling, delivery, training, distribution, use, or installation related to the MyFile-IT service. The activities of any of Direct Ambassador's employees, and or agents of representatives will be considered activities of the Direct Ambassador for purposes of this Section. MyFile-IT will have the right, but not the obligation, to assume the defense of any such lawsuit, proceeding, or action. MyFile-IT and Direct Ambassador will each give the other prompt notice of any such claim, lawsuit, proceeding or action.

20. TAXES

The Direct Ambassador understands and agrees that it is the Direct Ambassador's full responsibility for all tax obligations including compensation where applicable by law.

21. TITLE AND PROPERTY RIGHTS

Direct Ambassador agrees that the MyFile-IT service and any software created by MyFile-IT for MyFile-IT, in whole or in part, is owned and is the sole and exclusive property of MyFile-IT. Direct Ambassador agrees that, the grant of this license notwithstanding, MyFile-IT has and shall retain all proprietary rights including copyright privileges in and to the web site, software, instructions, training manuals, marketing materials, operation procedures, programs, drawings, brochures, literature or any other type of written, printed, or machine readable materials.

22. COVENANTS OF DIRECT AMBASSADOR

For the purpose of protecting the proprietary interest of MyFile-IT and for the purpose of setting forth the rights and restrictions relating to the license for the MyFile-IT subscriptions and related service as granted in this Agreement, Direct Ambassador covenants and agrees with MyFile-IT as follows:

- a) Direct Ambassador and Direct Ambassador's employees and agents shall protect the confidentiality of the MyFile-IT subscriptions and related services and all information relating to the MyFile-IT service, whether provided to Direct Ambassador by MyFile-IT or otherwise; and neither Direct Ambassador nor any of Direct Ambassador's employees or agents shall disclose to any person, firm, company or corporation any information concerning the manner in which said service or software accomplishes its purpose.
- b) Direct Ambassador agrees that all MyFile-IT website, software, and documentation of the service and all written, printed or machine readable materials, programs, drawings, instructions, training manuals, operation procedures, brochures or literature of any type which Direct Ambassador may receive from MyFile-IT with regard to the service shall remain the property of MyFile-IT and Direct Ambassador understands that such materials are loaned to Direct Ambassador for the limited purpose of facilitating the promotion and sale of MyFile-IT services by Direct Ambassador. No such materials or documentation shall be reproduced in whole or in part by Direct Ambassador for any purpose whatsoever, without the prior written consent of MyFile-IT upon the expiration of the term of this Agreement or upon any breach by Direct Ambassador of any of the terms of this Agreement, whichever occurs first.
- c) Direct Ambassador agrees to promptly report to MyFile-IT the existence or apparent existence of any program error in the MyFile-IT service.
- d) Direct Ambassador shall promptly report to MyFile-IT in writing upon its discovery of any unauthorized use or infringement of the service.
- e) Direct Ambassador shall not, and shall not authorize any third party to, modify, alter, reverse engineer, disassemble, or decompile any software used with the service.
- f) Direct Ambassador shall provide, immediately, in writing any changes to the information provided to MyFile-IT in the Direct Ambassador application.
- g) Direct Ambassador agrees that it may be terminated at any time if the Direct Ambassador breaches this Agreement or engages in any conduct that may be deemed disreputable by MyFile-IT.
- h) Direct Ambassador agrees that entering into this Agreement does not violate or breach any other agreement Direct Ambassador may have with any other person or entity.

23. PROTECTION OF TRADE SECRETS

Direct Ambassador hereby acknowledges that in connection with this Agreement, MyFile-IT may have disclosed certain processes, devices, techniques, plans, methods, and know-how which were designed and developed by MyFile-IT at great expense and over lengthy periods of time, which are secret, confidential and unique; and which constitute the exclusive property and trade secrets of MyFile-IT. MyFile-IT may disclose some of its confidential information to Direct Ambassador for the sole purpose of inducing Direct Ambassador to become one of MyFile-IT's Direct Ambassador of the MyFile-IT service offered by MyFile-IT. In addition, from time to time during the term of this Agreement, MyFile-IT may disclose certain processes, devices, techniques, methods, and know-how, designed and developed by MyFile-IT, which are secret, confidential, and unique; and which constitute the exclusive property trade secrets of MyFile-IT. The Direct Ambassador, its agents, its successors, personal representatives, and assigns shall not, at any time, without the express written consent of MyFile-IT, publish, disclose or divulge to any person, firm, or corporation, from directly or indirectly, the aforesaid confidential information and trade secrets. The Direct Ambassador hereby acknowledges and agrees that in the event of any violation from any court of competent jurisdiction preliminary and permanent injunction relief as well as an equitable accounting of all profits or benefits arising out of such a violation, which rights and remedies shall be cumulative and in addition to any other rights or remedies to which MyFile-IT may be entitled.

24. TRADEMARKS, TRADE NAMES, SERVICE MARKS, and LOGOS

During the term of this Agreement, Direct Ambassador shall have a limited license to use the trademarks, trade names, service marks, and/or logos in connection with Direct Ambassador's promotion of the service as a qualified MyFile-IT Direct Ambassador, but only in strict compliance with such license and the policies, instructions and guidelines of MyFile-IT, and the failure to do so constitutes a material breach of this Agreement allowing MyFile-IT to immediately terminate this Agreement without notice or penalty. This compliance shall include proper display of trademark notices and warnings with each use of trademark or logo (e.g. MyFile-IT, Apogee, MyFile-IT logo, are trademarks or registered trademarks of Binary Research, Inc. in the United States and other countries), and any use of such trademarks or logos shall be subject to prior approval of MyFile-IT. Direct Ambassador acknowledges the

exclusive right, title, and interest of MyFile-IT in and to its trademarks and logos. Nothing contained in this Agreement shall be construed as conveying to Direct Ambassador any right, title of interest in or to any of MyFile-IT's trademarks or logos other than an express right to a permissive use thereof in connection with the promotion of the MyFile-IT service.

Direct Ambassador shall cooperate to the fullest extent possible with MyFile-IT or its nominee to take such actions as MyFile-IT in its sole discretion may consider necessary to protect any of its trademarks. Direct Ambassador shall fully cooperate with MyFile-IT in maintaining and defending the ownership and validity of each of MyFile-IT trademarks against infringement and claims of infringement. Direct Ambassador will promptly notify MyFile-IT of any infringement or unauthorized use of any MyFile-IT trademark by any third party, or any assertion by any third party that Direct Ambassador's use of any MyFile-IT trademark constitutes infringement. MyFile-IT shall not be obligated to initiate or defend legal action with respect to any MyFile-IT trademark, and Direct Ambassador shall not initiate or defend any such action itself without MyFile-IT's prior written consent; and Direct Ambassador hereby agrees and warrants that Direct Ambassador will not incorporate all or any portion of MyFile-IT's trademarks, trade names, service marks, or logos into Direct Ambassador's identification, corporate name, or trade names. Upon termination of this Agreement, Direct Ambassador shall cease to use all trademarks and logos.

25. TERMINATION FOR CAUSE

a.) If either party defaults in the performance of any provision of this Agreement, then the non-defaulting party may terminate this Agreement without prior notice. Without limitation, Direct Ambassador's failure to provide proper service to customer shall be cause for termination.

b.) This Agreement shall terminate, without notice, upon the institution by or against Direct Ambassador of insolvency, receivership or bankruptcy proceedings or any other proceedings for the settlement of Direct Ambassador's debts, upon Direct Ambassador's making an assignment for the benefit of creditors, upon Direct Ambassador's dissolution, or upon the sale, transfer, hypothecation or other disposition of fifty percent (50%) or more of the stock or ownership of Direct Ambassador.

26. TERMINATION FOR CONVENIENCE

Either MyFile-IT or Direct Ambassador may terminate this Agreement at any time, with or without cause, upon thirty (30) days prior written notice to the other party.

27. EFFECT OF TERMINATION

a.) Upon termination of this Agreement for any reason, MyFile-IT shall not be liable to Direct Ambassador for, and Direct Ambassador hereby expressly waives all rights to account rights, compensation, indemnities, or damages of any kind, whether on account of the loss by Direct Ambassador of present or prospective profits, commissions, anticipated orders, expenditures, investments or commitments made in connection with this Agreement, goodwill created, or on account of any other reason. Upon termination of this Agreement for any reason, Direct Ambassador shall deliver to MyFile-IT, within ten (10) days, the name, address, phone number, and email address of each service customer of Direct Ambassador.

b.) Upon termination of this Agreement, for any reason whatsoever, Direct Ambassador shall immediately pay MyFile-IT any and all amounts owed to MyFile-IT.

c.) If, under any applicable law, Direct Ambassador is entitled to any compensation upon termination for cause or the expiration of a fixed term of their Direct Ambassador agreements, this Agreement shall be deemed a contract for a duration of not more than one (1) year, and shall expire upon the expiration of such one (1) year after the initial effective date of this Agreement. To the extent any such compensation is deemed earned as a matter of law, the parties shall retroactively readjust all prices so that the prices charged to the Direct Ambassador shall be increased by the amount necessary to give such compensation to the Direct Ambassador as part of the overall pricing and compensation arrangements between the parties, and no additional payments shall be due to Direct Ambassador from MyFile-IT.

28. CONSTRUCTION OF AGREEMENT

This Agreement shall be governed by and constructed in accordance with the laws of the Commonwealth of Pennsylvania. In the event of litigation between the parties, MyFile-IT shall have the choice of venue.

29. INACTIVITY

In the event the Direct Ambassador does not have activity for more than ninety (90) days, the Direct Ambassador is determined to be inactive and is terminated. If U.S. Postal Service returns mail to MyFile-IT more than 3 times within three (3) months, the Direct Ambassador is deemed inactive. In the event a Direct Ambassador does not provide reasonable and satisfactory service at the

discretion of MyFile-IT, the Direct Ambassador may become inactive and terminated. Any Direct Ambassador must remain an active Direct Ambassador to earn any commissions, compensation, or any other service benefit. The Direct Ambassador may request once to have the Account and agreement reinstated, but it's up to sole discretion of MyFile-IT to reinstate a Direct Ambassador's account.

30. DEFAULT

In the event Direct Ambassador shall fail to keep, observe, or perform any of the terms or conditions of this Agreement, in the opinion of MyFile-IT, the license provided by this Agreement may be terminated. All of the Direct Ambassador's accounts, compensation, and commission will be transferred to MyFile-IT. Furthermore, any then pending orders of Direct Ambassador may be cancelled or transferred.

31. FORCE MAJEURE

Nonperformance of either party (except for payment obligations) shall be excused to the extent that performance is rendered impossible by strike, fire, flood, act of God, governmental acts, failure of suppliers, or any other reason beyond the reasonable control of the non-performing party.

32. SEVERABILITY

If any provision of this Agreement becomes or is declared by an arbitrator or court of competent jurisdiction to be illegal, unenforceable or void, this Agreement and its remaining terms shall continue in full force and effect without said provision. MyFile-IT may offer a substitute provision for negotiation in good faith which, upon agreement, would become a(n) binding, valid, and enforceable provision.

33. WAIVER OF BREACH

The failure of either party to require the performance of any terms of this Agreement or the waiver of either party of any breach under this Agreement shall not prevent a subsequent enforcement of such term, or be deemed a waiver for any subsequent breach.

34. CONFLICTS WITH PRIOR DIRECT AMBASSADOR AGREEMENT

In the event that the parties to this Agreement have contemporaneously or previously entered into a Direct Ambassador Agreement with terms inconsistent with this Direct Ambassador's Agreement, then the terms of this or the most current Direct Ambassador's Agreement shall control.

35. MODIFICATION

This Agreement shall not be modified or changed unless in writing and signed by MyFile-IT and Direct Ambassador.

36. POLICY AND PROCEDURE

Direct Ambassador agrees to follow any and all policies and procedures of the MyFile-IT Direct Ambassador program which can be found online at https://www.MyFile-IT.com/MyFileit_Direct_Ambassador_agreement.PDF. Direct Ambassador agrees to monitor the policy and procedures.

37. ENTIRE AGREEMENT

This Agreement sets forth the entire understanding of the parties. All understandings and agreements heretofore had between the parties hereto respecting the MyFile-IT Direct Ambassador program which is the subject matter of this Agreement are merged into this Agreement. No representation or warranties have been made by any party to the other except as herein expressly set forth. This agreement is considered executed when Direct Ambassador checks the box on website that they agree to the terms of this agreement and they receive their Rewards Code.

MyFile-IT, Inc. (MyFile-IT)

Direct Ambassador

_____/Date ____/201__

_____/Date ____/201__

Authorized Signature

Authorized Signature