



**Welcome to GlobalForce Network Inc.**  
(hereinafter referred to as "GFN")

Please complete the Affiliate registration process. Read the entire Agreement set forth below and click on "I Agree" to enroll as an Independent Marketing Affiliate (hereinafter referred to as an "IMA"). By 'clicking' on "I Agree", you accept all the Terms and Conditions contained in the Agreement and you acknowledge that you have reviewed GFN's Policies & Procedures and Compensation Plan and GlobalForce Social Network Terms of Use Agreements as posted on the official GlobalForce website and agree to be bound by the terms and conditions contained therein.

Your 'click' on "I Agree" indicates your complete and total acceptance of those documents and contents thereof. This Agreement incorporates the content of the Policies & Procedures, Compensation Plan and Social Network Terms of Use Agreement by reference, as if set out here in full.

**INDEPENDENT MARKETING AFFILIATE AGREEMENT**  
Terms & Conditions

I hereby agree as follows:

1. I am of legal age to enter into mutually binding contracts under the law of the jurisdiction in which I reside.
2. My contractual relationship with GFN shall be governed by this Independent Marketing Affiliate Application and Agreement, Compensation Plan, Terms of Use Agreement and any other documents published by GFN having general application to its IMAs (all of which are collectively referred to as the "Agreement" and all of which are hereby incorporated herein).
3. I hereby confirm I have had an adequate opportunity to review, discuss and understand these documents. I pledge to uphold these aforementioned documents and GFN's Code of Ethics at all times.
4. GFN, at its sole and absolute discretion, shall have the right, from time to time, to make modifications to the Agreement. Such modifications shall take effect upon first publication by GFN (generally by posting them on GFN's website but sometimes, instead, by eMail or regular mail) or at such later date, if any, as GFN may specify in its sole and absolute discretion. In the event of a conflict, the most recent GFN publication shall prevail. Acceptance of a compensation payment from GFN following any such modification, shall conclusively establish my agreement to such modification.
5. A participant in the GlobalForce Compensation Plan has a right to cancel at any time, regardless of reason. Cancellation must be submitted in writing to GFN via eMail to [cancellation@globalforcenetwork.com](mailto:cancellation@globalforcenetwork.com) or delivered by facsimile to 604.357.1551.
6. I will use my active and best efforts to conduct my business as an IMA of GFN in an ethical and professional manner reflecting positively on GFN, its Independent Affiliates and non-participating Affiliate/Social Community Members.
7. I will honestly and fairly promote and sell EcoMart products and promote GFN's social community. I will not make any representations, including any representations about products or about earnings that an IMA might expect, except for such representations, if any, which are expressly authorized in current materials published by GFN and/or posted on the official GFN website.
8. I will not send unsolicited faxes or advertisements by electronic means by "Spamming" or otherwise, and I will not violate the Federal Telephone Consumer Protection Act of 1991, 47 U.S.C. Section 227(b)(1)(C) or any other or similar law or regulation of whatever jurisdiction protecting the privacy of others. GlobalForce has a ZERO Tolerance Policy regarding spamming by its Affiliates.
9. I will not make statements or participate in activities which, in the opinion of GFN, that damage or expose GFN or its IMAs to liability or loss of reputation or good will, or violate the Agreement or applicable law. I understand such actions shall constitute grounds for termination of my contractual relationship with GFN for cause in addition to whatever other remedy is available to GFN under the circumstances. While my contractual relationship with GFN is not in good standing or is suspended, I will not be entitled to compensation or to transfer my contractual relationship with GFN.

10. Not all GFN IMAs earn income as a result of their efforts and activities. No one can be guaranteed success as an IMA. IMAs are not promised or guaranteed any specific amount of earnings. GFN does not make any representations about sales, income, or profits, nor does it authorize anyone to make such representations, either orally or in writing. I hereby confirm that no representations whatsoever (with respect to earnings potential or otherwise) have been made to me by GFN or anyone else.

11. I will not be successful, nor will I earn compensation, merely by enrolling other IMAs without regard to sales of EcoMart products. The success of GFN's business is based upon sales of EcoMart products to the end-user. My earnings and success will be based upon the sale of EcoMart products for consumption. To qualify for compensation from GFN, I must fulfill published sales requirements, including any requirements that GFN may impose as to verification of sales of product to consumers.

12. I will abide by the sales tax and/or value added tax practices adopted by GFN.

13. No product purchase is necessary to become an IMA. The purchase of EcoMart products for personal use is strictly optional and not conditional to participating in GFN's compensation plan.

14. IMAs may not order products for the sole or primary purpose of qualifying for a higher rank, bonus or commissions from GFN.

15. There is no requirement for IMAs to maintain an inventory of EcoMart products. In GFN's EcoMart, IMAs may not purchase or encourage others to purchase quantities of any product in excess of that determined by the ordering IMA to be reasonably needed for his or her personal and family consumption. GFN may limit the maximum amount of purchases by an IMA based upon their principal place of residence.

16. I shall be a self-employed independent contractor doing business with GFN. All GFN IMAs are independent business people who set their own goals, hours and work schedule, are responsible for their own expenses and whose income, success or failure, will depend upon their own personal efforts and their own business decisions. No employment, franchise, agency, partnership, or joint venture contractual relationship between GFN and me shall come into being. I shall not take position contrary to the foregoing. Without limiting the generality of the foregoing, I acknowledge and agree that I:

- (a) will not be an employee of GFN for Federal tax purposes or for any other Federal, State, Provincial or Local tax or non-tax purposes whatsoever (including, but not limited to, income, social security, unemployment insurance or compensation, worker's compensation, or any other matter in which legal characterization as an "employee" is relevant),
- (b) will have no legal right or authority to incur any debts, contracts, obligations, or liabilities on behalf of GFN,
- (c) shall be solely responsible for filing all necessary federal, state and local tax and information returns and paying all applicable taxes, premiums, licenses, fees and other charges attributable to my activities and sales,
- (d) will be responsible for any liability, health, disability and workers' compensation insurance related to my activities or status as an IMA,
- (e) will abide by any and all federal, state, county and local laws, rules and will prepare and file all reports and obtain all licenses as are required by law or applicable authority, relating to or arising from this Agreement and/or my activities as an IMA, and will indemnify and hold harmless GFN, its management and employees with respect to any act or omission by me in violation of the Agreement or applicable law.

17. GFN restricts and prohibits the production, distribution, sale or use of "sales aids" other than that produced, distributed or authorized by GFN in writing. Violation of this provision is justifiable cause for termination of the IMA.

18. The term of my contractual relationship as an IMA shall begin upon acceptance of this Application and Agreement by GFN. This Agreement shall expire one (1) year after such acceptance occurs, subject to earlier termination by me or by GFN. I must apply to renew this Agreement annually if I wish to continue to be an IMA and if GFN agrees to the same. Renewal shall constitute my acceptance and reaffirmation of all provisions of the Agreement as in effect on the date of renewal, subject to later modification as set forth above.

19. Upon termination of my contractual relationship with GFN, whether by my cancellation or by action of GFN, I will cease representing myself as affiliated with GFN and take all actions reasonably required by GFN.

20. I will not use GFN's copyrighted materials or its trade names, trademarks, IMA and Customer and Member community eMail lists, service marks, slogans, logos, symbols, or color schemes except as expressly permitted in writing by GFN.

21. GFN and its IMAs are engaged in the "direct selling" channel of distribution (involving person-to-person sales not made in fixed retail locations) utilizing both offline and online marketing methods. Accordingly, as a material consideration for GFN to enter into this Agreement, for so long as I am an IMA of GFN and for one (1) year thereafter, I agree I shall not, directly or indirectly (including acts or omissions which encourage others to do what I have agreed not to do):

- (a) sell EcoMart products, to or through a "fixed retail location" as defined by GFN from time to time, in its sole and absolute discretion;
- (b) sell products or services not distributed by EcoMart, in physical proximity to products distributed by EcoMart;
- (c) sell EcoMart products to a person known or suspected to be an Independent Affiliate or registered customer of GFN, unless the purchaser was personally sponsored by me; or
- (d) encourage any IMA of GFN to terminate or diminish or adversely affect his or her contractual relationship with GFN.

22. I agree that each IMA enters into his or her legal relationship directly with GFN and not with his/her sponsor (or anyone in his/her "upline") and that all information concerning IMAs, retail customers, VIP customers and/or Community Members included in commission recaps, genealogies and the like (such as names, phone numbers, addresses, social security numbers, sponsoring relationships, ordering patterns and preferences, earnings, etc.) are valuable trade secrets of GFN and its legally protectable property, which I am authorized to use only to promote the sale of EcoMart products and for no other purpose. I will maintain in strictest confidence and security, any and all confidential or proprietary information that may come into my possession by reason of my contractual relationship with GFN.

23. If I sponsor other IMAs, I agree to (a) perform a bonafide supervisory, distributive and selling function in connection with the sale of EcoMart products and services to the ultimate customer, (b) train any IMAs I may sponsor in the performance of these functions, and (c) have continuing communication and supervision with persons I have sponsored and those they have sponsored.

24. Because of the personal nature of this Agreement, I agree that my rights and duties hereunder may not be transferred or otherwise assigned or delegated by me, voluntarily or involuntarily, (a) while my contractual relationship with GFN is not in good standing (as it would be when it is suspended or under investigation by GFN), or (b) without the prior written consent of GFN to be given or withheld and subject to such terms and conditions, as GFN may determine in its sole and absolute discretion

25. I represent that I do not have an economic interest in any other IMA position with GFN and have not had such a contractual relationship within six (6) months prior to signing of the IMA Application.

26. As an Independent Contractor, I am aware of the quality of products offered by EcoMart and other costs and contractual obligations that occur when I purchase products from GFN. I understand that I maintain a greater responsibility when ordering on a credit card account as an informed IMA than when ordering as a customer. I therefore waive the right of cancellation or refund on any order placed on my credit card account(s) except through GlobalForce. Any order returns, refunds or exchanges shall be done through GFN and not through any credit card company or payment processor.

27. The Federal laws of Canada, without giving effect to the Canada's choice of law rules, shall govern the terms and provisions of the Agreement as well as any dispute arising between GFN and myself on whatsoever matter. The sole and exclusive jurisdiction and venue for resolution of any dispute shall be Vancouver, British Columbia, pursuant to GFN's dispute resolution policy. If any provision of the Agreement is held to be illegal, unenforceable or invalid in whole or in part, the validity and enforceability of the remaining provisions shall not be effected unless an essential purpose of the Agreement would be defeated by the loss of the illegal, unenforceable, or invalid provision.

28. Mindful of the high cost of litigation, not only in dollars but time and energy as well, GFN and I as an applicant and as an IMA, intend to and do hereby establish a quick, final and binding out-of-court dispute resolution procedure to be followed in the event any controversy, dispute, or claim (other than an equitable proceeding brought by GFN as described in paragraph 27, above), of whatever nature, arising out of, in connection with, or related to the interpretation, performance, breach or termination of the Agreement or any other dispute between GFN and myself (including any claim based on contract, tort, or statute). At the request of GFN or myself, any such dispute or matter shall be resolved solely and exclusively by final and binding arbitration to be conducted in the Corporate Office on an individual basis and not as a class or consolidated action. The arbitration shall be administered by and under the Commercial Arbitration Rules &

Procedures (as then in effect) of the Province of British Columbia and any court having jurisdiction may enter judgment upon any award rendered by the arbitrator. GFN and I both hereby waive all rights to a jury or court trial.

29. I agree that any notices by GFN to me as required by the Agreement or applicable law will be deemed to have been given if delivered by eMail to the eMail address then on file with GFN or any other means in accordance with contact information then on file with GFN.

30. This Agreement may be translated into languages other than English. However, the English language version of this Agreement shall be the official, binding agreement between the parties.

31. This Agreement and the resultant contractual relationship between GFN and me shall not come into force until and unless GFN accepts it.

Published Date: October 1, 2009