

# IHUB GLOBAL AFFILIATE AGREEMENT

## 1. Authorization and Contract

By executing this iHUB Global Affiliate Agreement (“Agreement”), you apply for legal authorization to become an iHUB Global (“iHUB” or “Company”) Affiliate and enter into contract with Company and accept all terms and conditions of all other Company agreements including, but not limited to, the Electronic Signature Affiliate Application, the Privacy Notice, and the Terms of Use . This Agreement is created to provide detailed guidelines and limitations for all Company Affiliates.

## 2. Purpose

The purpose of the iHUB Affiliate opportunity is to provide individuals with the opportunity to both market and sell Helium Miners in order to mine for Helium Tokens (“HNT”) and expand the greater Helium network through Customers, Hosts, and Affiliate. In exchange for successfully referring others to the iHUB opportunity or finding additional Miner locations, the Company offers compensation pursuant to the terms of the Compensation Plan.

## 3. Acknowledgement of Risk

Joining iHUB either as a Customer, a Host, or an Affiliate brings great value. However, it is critical for a prospective Affiliate to be aware that iHUB is an entity in the business of providing Helium Miners to Customers, Hosts, and Affiliates. iHUB is NOT a trading entity. iHUB, its Affiliates, and any other individual or entity associated with the Company, as any other investment or commissioned occupation, do NOT guarantee the successful mining of HNT, any sort of return from the HNT production of the units, or any other guaranteed income or result.

iHUB is presenting this Affiliate Agreement for Affiliates to join in an opportunity to grow the Helium network and possibly benefit from the HNT results, NOT to join in a guaranteed income stream. To reiterate, iHUB is an entity marketing Helium Miners and the potential for the growth of the Helium network and has no control over the market or how a particular Affiliate’s decision to join the opportunity will result.

Individuals and entities join the opportunity and operate at their own risk understanding that there is a potential for positive results but also the potential for the decision to result in a net loss. iHUB provides the services for individuals or entities to proceed with their desired plans, whether through simply marketing the iHUB opportunity, purchasing and operating their own Helium Miner, or purchasing a Helium Miner for a Host to operate in accordance with the Host Agreement. iHUB will NEVER comment on, provide further information for, or have any impact on any particular financial strategy or decision one may take.

All HNT that is mined or otherwise gained through using iHUB services will all come into the control of iHUB corporate so that iHUB may distribute the appropriate proportions in accordance with the particular results owed an Affiliate through their own operations of a Miner, the Host Agreement, or commission payouts and a Host in accordance with the provisions of the

particular Host Agreement signed between Affiliate and Host.

IHUB is aware of and encouraged by the large potential upside that exists in the cryptocurrency sector. IHUB is in the business of marketing Helium Miners in an effort to expand the greater Helium network. Affiliates are an important aspect of this model.

The value of the assets mined by IHUB Miners can be volatile causing fluctuating swings in price. IHUB cannot guarantee that any Affiliate, Host, or Customer will receive any type of increase in their personal holdings through their time as an IHUB Affiliate, Host, or Customer.

**The crypto market is highly volatile. It's not uncommon for cryptoassets to experience significant declines in value over short period of time. This is true with the larger cryptoassets such as Bitcoin and Ethereum. It's especially true with the smaller tokens, including HNT.**

While IHUB is in the business of expanding the Helium network and would welcome the increase in the value of HNT, HNT is a decentralized platform in which IHUB has no control of the outcome. IHUB has zero control over the output of the Miners or the overall market value of HNT.

There is a chance that any Affiliate, Host, or Customer may not receive any positive results from partaking in the IHUB program. IHUB cannot guarantee that the price of HNT will make an individual's output worth the endeavor. **DO YOUR OWN RESEARCH** and do not proceed if you are unable to handle the volatile price swings in the cryptocurrency space. This business is not geared towards short-term speculators. IHUB markets and sells Helium Miners in the attempt to expand the Helium mesh network for IoT (Internet of Things) devices.

Cyber threats are always a risk and IHUB cannot guarantee that Miners will be free from such risk as IHUB only markets and sells Helium Miners and promotes the growth of the Helium network. IHUB is not a Helium Miner supplier or manufacturer. IHUB is cognizant of such risks and seeks to make you aware of the current cybersecurity landscape as well. IHUB is confident in the products that they market and sell, but you use IHUB's services at your own risk and are acknowledging such risks.

IHUB is also aware of the everchanging regulatory landscape when it comes to cryptocurrency and the business of mining. From the SEC to the CFTC and others, the legal field is still largely unknown for cryptocurrency. IHUB is committed to staying up to date on all regulatory and other legal aspects of the cryptocurrency domain to ensure that all IHUB services and offerings are fully compliant with all laws, regulations, or otherwise. **Due to the unknown regulatory future of such business models, IHUB reserves the right to continuously update its offerings to meet such standards.** IHUB cannot guarantee any increases or decreases in a your personal holdings that may result from the change in the legal landscape of this space. IHUB seeks to offer you great valued services to proceed in the manner that best suits you and your particular goals as an IHUB Affiliate, whether you market or purchase a Miner, while also remaining in compliance with the requirements of all applicable jurisdictions.

#### **4. Becoming an iHUB Affiliate**

To become an iHUB Affiliate, an applicant must comply with the following requirements:

- I. Be of the age of majority (not a minor) in his or her state of residence;
- II. Submit a properly completed electronic Affiliate Agreement to Company;
- III. Have a valid tax-payer identification number (i.e., Social Security Number, Federal Tax ID Number (TIN), Federal Business Number, or proper identification number of the prospective Affiliate's respective country);
- IV. Enter phone number or email address, which is not in use with any other iHUB accounts, to be verified.

There are no upfront financial requirements for an Affiliate to join iHUB such as enrollment fees or initiation fees. There are also no renewal fees in order for an Affiliate to remain an iHUB Affiliate

#### **5. Term**

The term of this Agreement is month to month and will be renewed automatically. The term will begin upon our acceptance of your application and will end when terminated by either the Company or you upon thirty (30) days' notice.

#### **6. Constructive Criticism and Violation Reporting**

iHUB desires to provide its Affiliates with the best services possible. Accordingly, iHUB values constructive criticism and encourages the submission of written comments addressed to Company leadership at [info@iHub.Global](mailto:info@iHub.Global). However, negative and disparaging comments about the Company calculated to dampen the enthusiasm of other iHUB Affiliates, Customers or Hosts or to disparage iHUB, either intentionally or unintentionally, represent a material breach of this Agreement and may be subject to sanctions, up to termination of this Agreement immediately notwithstanding the 30 days' notice provision above, as deemed appropriate by the Company.

Company also values its brand, its business, and the success of its Affiliates. Any Affiliate who observes or may be aware of another conducting business in a manner that would constitute a violation of this Agreement or any other agreement that one may have with Company is strongly encouraged to report such violations at: [info@iHub.Global](mailto:info@iHub.Global).

When possible, it is requested that violations being reported include:

- (1) Specific facts to support the allegations;
- (2) Specific sections of which policies may have been violated;
- (3) Dates;
- (4) Individuals or entities involved; and

- (5) Any other information that the reporting individual deems applicable to the particular event and would be appropriate for Company to know in order to perform a full investigation of the matter.

## **7. Non-Competition.**

During the term of this Agreement and for a period of six (6) months thereafter, any Company Affiliate must not sell, or entice others to sell, any competing products or services. Any product or service in the same generic category as a Company product or service is deemed to be competing regardless of differences in cost. A terminated or resigned Affiliate may request a waiver of this particular provision from the Company and Company shall provide a good faith review of the request depending upon the reasons for Affiliate's termination or resignation. A waiver in one instance shall not imply a waiver for any other instance for that Affiliate or any other, regardless of how similar the situation.

## **8. Non-Solicitation.**

You agree that during the period while you are an Affiliate, and for one (1) calendar year following resignation or termination from the Company, you will not encourage, solicit, or otherwise attempt to persuade any iHUB Affiliate, Host, or Customer to purchase a similar product or service as offered by iHUB.

## **9. Modification of Terms**

Because federal, state, and local laws, as well as the business environment, periodically change, iHUB reserves the right to amend this Agreement, the Compensation Plan, and any other agreement between Company and Affiliate in its sole and absolute discretion.

This section does not apply to the Arbitration clause. The Arbitration clause can only be modified by way of mutual consent of both parties.

Notification of amendments shall appear in Official iHUB Materials. Any such amendment, change, or modification shall be effective thirty (30) days following one of the following communication methods:

- I. Posting on the Official iHUB corporate website;
- II. Electronic mail (e-mail); or
- III. In writing through other iHUB communication channels.

It is the responsibility of each Affiliate to maintain current records of these modifications and to provide any prospective Affiliates or their linked Hosts with the latest versions. It is also the responsibility of each Affiliate to maintain updated personal records so that iHUB has the ability to notify Affiliate of any changes or to contact Affiliate for any other matters regarding their affiliation with Company. Any modification to the Affiliate Agreement proper shall apply to any linked Host Agreements at that time. A change to the Affiliate Agreement shall be automatically construed as having the same effect on a Host Agreement.

## **10. Termination**

In the event of a material breach of this Agreement, Company reserves the right to terminate this Agreement immediately. Upon cancellation or termination, all property rights are forfeited regarding any rewards, referrals or other remuneration derived through your sales/referrals.

Company reserves the right to terminate all Affiliate Agreements upon thirty (30) days' notice if the Company elects to: (1) cease business operations; (2) dissolve as a business entity; or (3) terminate distribution of its products via Affiliate channels. No termination of this Agreement will relieve either party for any liability for any breach of, or liability accruing under, this Agreement prior to termination.

### **a. Voluntary Termination**

An Affiliate may immediately terminate their Agreement by submitting a written notice, via email, to iHUB at: info@iHub.Global. The notice must include:

- (1) The Affiliate's intent to terminate this Agreement;
- (2) Date of termination requested;
- (3) Affiliate number;
- (4) A reason for terminating;
- (5) Signature;
- (6) Valid email to receive Company response.

The Company will respond to the Affiliate's notice of voluntary termination via email to the email address provided in the termination notice within twenty-four (24) hours. No termination is effective until Company responds, thus sending the notice is not, in itself, sufficient to complete termination. As a result, any Affiliate who wishes to terminate this Agreement should save the initial termination notice and forward it to Company if the Affiliate receives no response within the twenty-four (24) hour time-period. The termination will go into effect thirty (30) days following its acknowledgement by Company, unless Affiliate wishes to make the termination effective immediately and forfeit all commissions and other outstanding payouts Company may owe to Affiliate.

### **b. Involuntary Termination**

iHUB reserves the right to terminate an Affiliate with cause for the following reasons:

- (1) Violation of ANY of the agreements between Affiliate and Company including but not limited to: this Affiliate Agreement, the Electronic Signature Affiliate Application, the Privacy Notice, and the Terms of Use;
- (2) Violation of any applicable law, regulation, ordinance or the like in relation to or in the participation of being an Affiliate; and
- (3) Conduct that Company determines to be detrimental to the Company opportunity or the success of other Affiliates and the continuation of Affiliates participation in the program is no longer tenable. Examples include statements about financial gain

associated with the Helium Miners or disparaging comments about Company or other Affiliates.

This is not an exhaustive list and Company may present further rationale, in its discretion, that termination is valid for a particular Affiliate. In such a case, the Dispute Resolution provision would be the appropriate mechanism for an Affiliate who so wishes to challenge such involuntary termination.

Termination will go into effect thirty (30) days from the day in which Company initiated termination.

### **11. Independent Contractor Status.**

An iHUB Affiliate is an independent contractor, and not a purchaser of a franchise or business opportunity. Therefore, each Affiliate's success depends on his or her independent efforts and no particular result is guaranteed. No agreement between Company and its Affiliates creates an employer/employee relationship, agency, partnership, or joint venture between Company and the Affiliate. All Affiliates are responsible for paying local, state, and federal taxes due from all compensation earned as an Affiliate of the Company. Affiliates have no express or implied authority to bind Company to any obligation or to make any commitments by or on behalf of the Company. Affiliates have the ability to enter into a Host Agreement with a selected Host but this agreement must be approved by the Company prior to execution.

As a self-employed independent contractor, you will be operating your own independent business marketing and selling products and services available through Company on your own account. You have complete freedom in determining the number of hours that you will devote to your business, and you have the sole discretion of scheduling such hours. In the event you earn over \$600 in a calendar year, you will receive IRS Form 1099-MISC reflecting the amount of income paid to you during the calendar year. It will be your sole responsibility to account for such income on your individual income tax returns.

### **12. Promoting iHUB Products.**

You agree to make no representations or claims about any products or services beyond those shown in Official iHUB literature. This includes any form of puffery or the like as iHUB takes its reputation very seriously and will not permit any type of misrepresentations about the Company or the Company opportunity for an Affiliate to make a quick sale. The actions of one Affiliate can have a detrimental impact on the Company, other Affiliates, and the entire opportunity.

### **13. Income Disclosure Policy**

In an effort to conduct best business practices, iHUB has developed an income disclosure statement regarding the Helium Miners. The iHUB income disclosure is designed to convey truthful, timely, and comprehensive information about the possible output of the Miners. It's imperative that a copy of this income disclosure must be presented to all prospective participants

and customers. Copies of the income disclaimer may be printed or downloaded from the Company website at <https://disclosure.ihub.global/>.

#### **14. iHUB Compensation Plan**

Affiliates must adhere to the terms of the iHUB Compensation Plan as set forth in Official iHUB Materials. Affiliates shall not require or encourage other current or prospective customers or Affiliates to participate in iHUB in any manner that varies from the program as set forth in Official Company Materials.

#### **15. Taxes**

Affiliates will receive a 1099-MISC statement for tax purposes. The 1099 will reflect all income received from iHUB. It's imperative for Affiliates to understand that the 1099 will reflect HNT values at the time they're distributed to the Affiliates.

#### **16. Errors or Questions**

If an Affiliate has questions about or believes any errors have been made regarding commissions, bonuses, or charges, the Affiliate must notify Company in writing within thirty (30) days of the date of the purported error or incident in question. iHUB will not be responsible for any errors, omissions, or problems not reported to the Company within thirty (30) days.

#### **17. Pay Period**

Affiliates will receive commissions once per month, on the 7<sup>th</sup> of every month, for activities from the previous month. Payments will be made in the form of HNT. The minimum commission payment will be 1.0 HNT. Anything below that will accumulate until it reaches 1 HNT or more.

#### **18. Use of Sales Aids**

While promoting the Company, Affiliates must use the sales aids and support materials produced by Company. If Company Affiliates develop their own sales aids and promotional materials (which includes Internet advertising), notwithstanding Affiliates' good intentions, they may unintentionally violate any number of statutes or regulations affecting an iHUB business. **Accordingly, Affiliates must submit all written sales aids, promotional materials, advertisements, websites and other literature to the Company for approval prior to use.** Unless the Affiliate receives specific written approval to use the material, the request shall be deemed denied. All Affiliates shall safeguard and promote the good reputation of iHUB, its products, and the Helium network.

An Affiliate may not build third-party sites that contain materials copied from corporate sources nor create his or her own website to promote the Company without receiving express approval from Company. An Affiliate may not use or attempt to register any of the Company's trade

names, trademarks, service names, service marks, product names, URLs, advertising phrases, the Company's name or any derivative thereof, for any purpose including, but not limited to, Internet domain names (URL), third party websites, Web pages, or blogs.

## **19. Intellectual Property**

Affiliate agrees to use the Trademarks and Copyrights in the form and manner and with appropriate legends as currently used and permitted by the Company. All promotional materials supplied or created by iHUB must be used in their original form and cannot be changed, amended or altered except with prior written approval from the Company. The name of iHUB, each of its product names and other names that have been adopted by the Company in connection with its business are proprietary trade names, trademarks and service marks of Company. As such, these marks are of great value to Company and are supplied to Affiliates for their use only in an authorized manner.

## **20. Jurisdiction and Governing Law.**

The formation, construction, interpretation, and enforceability of your contract with iHUB as set forth in this Affiliate Agreement and any incorporated documents shall be governed by and interpreted in all respects under the laws of the State of Florida without regard to conflict of law provisions.

## **21. Contract Submission.**

This Agreement can be executed online, by email, or by an electronic signature company e.g. DocuSign.

## **22. Dispute Resolution.**

### **a. Mediation**

If a Dispute arises, the parties shall first attempt in good faith to resolve it promptly by negotiation. Any of the parties involved in the Dispute may initiate negotiation by providing notice (the "Dispute Notice") to each involved party setting forth the subject of the Dispute and the relief sought by the party providing the Dispute Notice, and designating a representative who has full authority to negotiate and settle the Dispute. Within ten (10) Business Days after the Dispute Notice is provided, each recipient shall respond to all other known recipients of the Dispute Notice with notice of the recipient's position on and recommended solution to the Dispute, designating a representative who has full authority to negotiate and settle the Dispute. Within twenty (20) Business Days after the Dispute Notice is provided, the representatives designated by the parties shall confer either in person at a mutually acceptable time and place or by telephone or any other electronic means, and thereafter as often as they reasonably deem necessary, to attempt to resolve the Dispute. At any time twenty (20) Business Days or more after the Dispute Notice is provided, but prior to the initiation of arbitration, regardless of whether negotiations are continuing, any party may submit the Dispute to JAMS for mediation by providing notice of such request to all other concerned parties and providing such notice and a

copy of all relevant Dispute Notices and notices responding thereto to JAMS. In such case, the parties shall cooperate with JAMS and with one another in selecting a mediator from the JAMS panel of neutrals and in promptly scheduling the mediation proceedings, and shall participate in good faith in the mediation either in person at a mutually acceptable time and place or by telephone, in accordance with the then-prevailing JAMS's mediation procedures and this Section, which shall control.

**b. Arbitration**

Any Dispute not resolved in writing by negotiation or mediation shall be subject to and shall be settled exclusively by final, binding arbitration before a single arbitrator or, for Disputes in excess of \$2 million, a panel of three arbitrators, in Vero Beach, Florida, in accordance with the then-prevailing Comprehensive Arbitration Rules of JAMS, Inc. No party may commence Arbitration with respect to any Dispute unless that party has pursued negotiation and, if requested, mediation, as provided herein, provided, however, that no party shall be obligated to continue to participate in negotiation or mediation if the parties have not resolved the Dispute in writing within sixty (60) Business Days after the Dispute Notice was provided to any party or such longer period as may be agreed by the parties. Unless otherwise agreed by the parties, the mediator shall be disqualified from serving as an arbitrator in the case. The parties understand and agree that if the arbitrator or arbitral panel awards any relief that is inconsistent with the Limitation of Liability provision in this Section herein, such award exceeds the scope of the arbitrator's or the arbitral panel's authority, and any party may seek a review of the award in the exclusive jurisdiction and venue of the courts of the State of Florida residing in the City of Vero Beach.

**c. Class Action Waiver**

**THE NEGOTIATION, MEDIATION OR ARBITRATION OF ANY DISPUTE SHALL BE LIMITED TO INDIVIDUAL RELIEF ONLY AND SHALL NOT INCLUDE CLASS, COLLECTIVE OR REPRESENTATIVE RELIEF. IN ANY ARBITRATION OF A DISPUTE, THE ARBITRATOR OR ARBITRAL PANEL SHALL ONLY HAVE THE POWER TO AWARD INDIVIDUAL RELIEF AND SHALL NOT HAVE THE POWER TO AWARD ANY CLASS, COLLECTIVE OR REPRESENTATIVE RELIEF. THE PARTIES UNDERSTAND AND AGREE THAT EACH IS WAIVING THE RIGHT TO TRIAL BY JURY OR TO PARTICIPATE IN A CLASS, COLLECTIVE OR OTHER REPRESENTATIVE ACTION.**

To the fullest extent allowed by law: 1) the costs of negotiation, mediation and arbitration, including fees and expenses of any mediator, arbitrator, JAMS, or other persons independent of all parties acting with the consent of the parties to facilitate settlement, shall be shared in equal measure by Affiliate, on the one hand, and Company and any Related Parties involved on the other, except where applicable law requires that Company bear any costs unique to arbitration (which Company shall bear); and 2) the arbitrator or arbitral panel or, in the case of provisional or equitable relief or to challenge an award that exceeds arbitral authority as described in this Section, the court, shall award reasonable costs and attorneys' fees to the person or entity that the arbitrator, arbitral panel, or court finds to be the prevailing party; provided, however, that if fees are sought under a statute or rule that sets a different standard for awarding fees or costs, then that statute or rule shall apply.

Nothing in this Agreement shall prevent Company from applying to and obtaining from any court having jurisdiction a writ of attachment, a temporary injunction, preliminary injunction, permanent injunction, or other relief available to safeguard and protect Company's 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.

**d. Limitation of Liability**

NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY OR ANY FAILURE OF ESSENTIAL PURPOSE, IN NO EVENT SHALL AN AFFILIATE OR COMPANY (INCLUDING ANY OF ITS RELATED PARTIES BE LIABLE TO THE OTHER PARTY FOR ANY SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE OR EXEMPLARY, OR CONSEQUENTIAL DAMAGES OF ANY KIND OR NATURE, HOWEVER CAUSED, ARISING OUT OF OR RELATED TO THE AFFILIATE AGREEMENT OR THE SUBJECT MATTER HEREOF (INCLUDING BUT NOT LIMITED TO THE COMPANY SERVICES, THE PROGRAM, COMPANY MARKETING MATERIALS OR COMPANY BUSINESS SUPPLIES), WHETHER SUCH LIABILITY IS ASSERTED ON THE BASIS OF CONTRACT, TORT OR OTHER THEORY OF LIABILITY (INCLUDING BUT NOT LIMITED TO NEGLIGENCE OR STRICT LIABILITY), OR OTHERWISE, EVEN IF THE AFFILIATE OR COMPANY (OR ANY OF ITS RELATED PARTIES) HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN JURISDICTIONS THAT DO NOT GIVE EFFECT TO LIMITED LIABILITY OR EXCULPATORY CLAUSES, THIS PROVISION IS NOT APPLICABLE. IN JURISDICTIONS THAT ALLOW FOR EXCULPATORY OR LIMITED LIABILITY CLAUSES IN A LIMITED MANNER, THIS PROVISION IS APPLICABLE TO THE FULLEST EXTENT ALLOWED BY THE LAW OF SUCH JURISDICTION.

AFFILIATE AGREES THAT IF AN ARBITRATOR WERE TO AWARD DAMAGES, THE AFFILIATE WOULD BE ENTITLED TO RECEIVE NO MORE THAN THE PRICES PAID FOR THE PRODUCTS OR SERVICES COMPANY HAD PROVIDED AFFILIATE AT THE TIME THE DISPUTE AROSE.

**23. Indemnification**

An Affiliate is fully responsible for all of his or her verbal and/or written statements made regarding Company products, services, and referral fees, which are not expressly contained in Official Company Materials. Affiliate agrees to indemnify Company and hold it harmless from any and all liability including judgments, civil penalties, refunds, attorney fees, court costs or lost business incurred by the Company as a result of the Affiliate's unauthorized representations or actions. This provision shall survive the cancellation of this Agreement.