

Webtalk Cash Rewards & Affiliate Agreement

This Cash Rewards & Independent Affiliate Agreement (this "Agreement") is made and entered into effective as of the 1st day of February, 2020, (the "Effective Date") by and between Webtalk, Inc., ("Webtalk") a Delaware corporation ("we," "us," "our," etc.), and the Affiliate signing below ("Affiliate"), collectively, the "Parties". This agreement supersedes any and all previous agreements.

In consideration of the mutual promises made herein and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

Services

Webtalk owns and operates the www.webtalk.co web site (our "Site"), on which we provide a service that enables users to manage all relationship types, personal and professional, in a universal networking and contact management platform. Enrolled members have the ability to earn points from their own engagement on Webtalk, and from their popular posts that receive engagement. All points may redeem for a cash value. Affiliates have the opportunity to earn commissions by referring users to Webtalk who earn points, purchase Premium Subscription Packages, and purchase other Webtalk products/services offered to the referred users.

Definitions

"Rewards Member" means a Webtalk user who has agreed to the terms of this Agreement using a digital signature and has completed their Webtalk profile to 100% using the provided 'Completeness Meter' located on every user's Webtalk profile.

"Affiliate" means a Webtalk user who has agreed to the terms of this Agreement using a digital signature and has completed their Webtalk profile to 100% using the provided 'Completeness Meter' located on every user's Webtalk profile.

"5-Level Bonus Qualified Affiliate" means an affiliate who has upgraded their Webtalk account to a PRO premium feature subscription or has referred a minimum of ONE (1) PRO customer who is actively paying for a monthly subscription, or who has paid for a year in advance and the year service is still active. (\$20 - \$40 per month, or pre-paid at an annual amount to be determined at that time).

"Premium Subscriber Customer" means any Webtalk member who has upgraded their free account to a paid PRO account to receive additional features and services.

"5-Level Commission Plan Bonus" means a bonus of additional reward points and compensation offerings paid through a multi-level commission plan (levels 2-5).

"Webtalk PRO Premium Subscription Packages" means one of two service packages available to purchase a premium subscription (PRO and PRO Platinum). Those packages range from \$20-\$40 per month or \$200-\$400 per year with prepayment discounts.

"Estimated Commissions" are earnings that are payable to an affiliate after all qualifications are met within the required timeframe, assuming no chargebacks.

"Pie" is the total amount of ad rewards paid to rewards members each month.

"Pie Slice" is eligibility to earn point-based cash rewards that requires each rewards member to earn 1,000 points to be awarded a pie slice. Each slice holds an equal cash value in the rewards pie.

Cash Reward Points

Rewards members are eligible to earn points that redeem for cash, which are paid on a monthly basis to those who are eligible.

Each month Webtalk redistributes up to 50% of its third-party ad revenue generated from advertising impressions and advertising clicks. These funds are placed into a pool called a “pie” and then are distributed evenly to all rewards members based on the pie slices earned in a calendar month.

Every 1,000 points earned give each rewards member 1 pie slice. Points under 1,000 will rollover to consecutive months and accrue until a pie slice is earned.

Points are generated from a reward member’s normal daily social networking activity on Webtalk as well as content posts made by the rewards member that become popular based on their level of engagement from other Webtalk members.

Webtalk uses a proprietary algorithm to award points using several factors such as the type of engagement, the behavior of the parties creating the engagement, the geographical location of the parties creating the engagement, and other variables to help make the rewards program fairer for all participants worldwide.

Activities that will award points include daily logins, time on site, pageviews, posting content, getting engagement on posted content from other members, post and media “likes”, post and media comments, post and media shares, getting new followers, etc.

Affiliate “Referral Rewards” Compensation Plan (1-level)

Affiliates will receive both **100% matching cash reward points**, and **10% commissions**, paid on a recurring basis when applicable, on purchases made by direct member referrals to Webtalk (level 1).

Matching Points (100% match)

points

When referrals earn points, the referrer earns 100% matching

Subscription Commissions Per Sale (10% recurring):

PRO: \$2/mo. or \$20/yr. or \$10/yr after 50% discount

PRO Platinum: \$4/mo. or \$40/yr. or \$20/yr after 50% discount

Affiliates will earn 10% commissions on all new revenue sources offered in the future, which are planned to include, but are not limited to; travel service booking fees (hotels, flights, car rentals), self-service advertising, marketplace transaction fees, and job services.

5-level Bonus Compensation Plan (limited to the first 1 million qualified)

Affiliates who upgrade their own Webtalk accounts to a PRO account and/or refer a minimum of ONE (1) PRO service customer (any PRO package with a minimum of 12-months of revenue collected from each customer, including annual pre-payments of the PRO service) will **automatically earn the 5-level bonus** in the calendar months where eligibility is met.

Affiliates will receive **100% matching cash reward points** and **10% commissions**, paid on a recurring basis when applicable, on purchases made by direct user referrals to Webtalk (level 1), 10% on the sales generated by the users they personally refer (level 2), and 10% on user referral levels 3, 4 and 5. This is the Affiliate’s “Referral Network” and there are no limits to the amount of referrals on any level.

	100% Matching Points & 10% Commissions (direct referrals)
referrals)	100% Matching Points & 10% Commissions (level 2 indirect
referrals)	100% Matching Points & 10% Commissions (level 3 indirect
referrals)	100% Matching Points & 10% Commissions (level 4 indirect
referrals)	100% Matching Points & 10% Commissions (level 5 indirect

This Bonus offering will end upon 1 MILLION (1,000,000) Affiliates upgrading their Webtalk accounts to a PRO account and/or referring a minimum of ONE (1) PRO service

customer (any PRO package with a minimum of 12-months of revenue collected from each customer, including annual pre-payments of the PRO service).

If Affiliate has downgraded their PRO account and none of their direct referrals are PRO customers after the Bonus period has ended (1M bonus awards issued), the 5-level bonus will become unavailable permanently due to the loss of qualifications to retain the bonus.

Webtalk Travel Commission Plan (coming soon)

Webtalk has partnered up with **Priceline.com** in order to offer all members the guaranteed lowest price on:

Hotel Bookings
Airfare Bookings
Car Rental Bookings
Travel Insurance

Affiliates will earn 10% commissions paid on the booking fee revenue Webtalk generates on each sale, not the gross sale revenue.

Travel purchase commissions are paid upon the customer completing their travel experience.

10% travel purchase commissions will be awarded through 5-levels of member referrals if the affiliate has earned the 5-level bonus.

Requirements

In order to be eligible as an Affiliate, each Affiliate must:

be 18 years old or older;

agree to the terms and conditions of this Agreement;

e-sign and submit this Agreement to Webtalk;

upload a photocopy of a government-issued ID once the Affiliate reaches \$600 in commissions. If Affiliate is a United States resident, Affiliate must also complete an IRS W-9 Form to continue receiving commissions.

Commission Payments

All commissions are accumulated until a gross amount of \$100 USD to be eligible to withdraw commissions from their payment accounts. Eligible commissions will be paid monthly, one month in arrears, which will be no later than the last business day of the following month for the previous month's earnings or withdraw requests.

Webtalk offers two methods for US-members to receive payment through its partnerships with Stripe and Payoneer. Members outside of the US must use Payoneer to receive payment, which is available in over 200 countries and territories. All members are provided with a back-office rewards/affiliate account to link your payment account.

Webtalk is planning to offer several additional ways for members to collect their commissions payments in the future.

Direct Deposit via Checking Account (US-Only)
Direct Deposit via Webtalk Prepaid Debit Mastercard
PayPal
Coinbase
Transferwise
Venmo

Your country may affect what payment options are available. Webtalk is not responsible for making payments if you are unable to receive payment via the options listed above. If payments are received in a currency other than USD, your credit or bank card issuer may apply a currency conversion rate or fees to your payment. Other

payment methods may have up to a 6% deposit fee as applied by the payment service of choice. Webtalk is not responsible for these fees.

If chargebacks are consistently an issue with Affiliate's direct referrals, Webtalk reserves the right to terminate Affiliate's account and seize any unpaid commissions.

If any Affiliate violates or refuses to take part in their responsibilities, or commits fraudulent activity against Webtalk, Webtalk reserves the right to withhold payment and take appropriate legal action to recover its damages. Webtalk reserves the right to recover all paid commissions in the event a fraudulent purchase (as determined solely by Webtalk) was made to acquire the commissions.

Advertising & Anti-Spam

Affiliate shall safeguard and promote the reputation of Webtalk and its products and services. The marketing and promotion of Webtalk and Webtalk products and services shall be consistent with the public interest, and must avoid all discourteous, deceptive, misleading, unethical, or immoral conduct or practices.

Affiliate shall not advertise Webtalk products, services, and/or marketing plans except as specifically approved by Webtalk. Affiliate agrees to make no false or fraudulent representations about Webtalk or its products or services or compensation plan.

All Affiliate-produced advertising copy, direct mailing, radio, TV, newspaper, and display copy that promotes Webtalk or its products or services must be approved in writing before being disseminated, published, or displayed with the exception of blind ads where no reference is made to Webtalk or its products and services.

Affiliate agrees not to violate any Can-Spam laws and regulations, or any other laws, while promoting Webtalk, and also agrees to put forth good-faith efforts to not send any messages or email to any party not personally known or not send any unsolicited material with reference to Webtalk or any of its brands.

Affiliate agrees not to use any information obtained as an Affiliate of Webtalk for any inappropriate or unauthorized reasons or uses.

Disqualifications

If any Affiliate voluntarily deactivates their Affiliate or Webtalk account, or is temporarily deactivated for violating the terms of this agreement and any other agreement previously agreed upon with Webtalk, commissions eligibility will be revoked during period of deactivation and no commissions will be paid nor will become payable during the deactivation.

Other disqualification include, but are not limited to the following actions as mentioned throughout this agreement:

Use of BOTS (defrauding Webtalk through fake engagement)
Unnatural Social Networking Activity (defrauding Webtalk through fake engagement)
Fake Advertisement Clicks (defrauding Webtalk's advertising partners)
Account Violations (violating terms of use policy)
Incomplete Profile (profile meter not at 100%)
Multiple Accounts (only one personal account per person)
Fake Accounts (not real people, or profile info/photo)
Misrepresentation (saying inaccurate/ false things about Webtalk)
Intellectual Property Violations (using Webtalk's IP for individual profit)

Intellectual Property

Affiliate agrees that all content and materials available on our Site are protected by our or third parties' rights of publicity, copyright, trademarks, service marks, patents, trade secrets, and other proprietary rights and laws. Except for that information which is in the public domain or for which you have been given express written permission by us, Affiliate agrees not to sell, license, rent, modify, distribute, copy, reproduce, transmit, publicly

display, publicly perform, publish, adapt, edit, or create derivative works of any materials or content available on our Site.

Affiliate's Representations and Warranties

Affiliate represents and warrants as follows: (i) a breach hereof by Affiliate will result in willful forfeiture of commissions; (ii) Affiliate will not spam or send unsolicited email mentioning or promoting Webtalk; (iii) Affiliate is an individual or company in good standing in its jurisdiction and has the absolute right to enter into this Agreement and perform its obligations hereunder; (iv) Affiliate shall not purchase products or services solely for the purpose of qualifying for the payment of commissions, and further agrees that Affiliate shall not encourage others to do so; and (v) Affiliate shall comply with all applicable state and local statutes, laws, regulations and ordinances.

Disclaimers

TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW, WEBTALK WILL IN NO EVENT BE LIABLE TO ANY AFFILIATE OR ANYONE ELSE FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES THAT ARISE OUT OF THE USE OF OR ACCESS TO THE SITE (INCLUDING BUT NOT LIMITED TO LOST PROFITS OR COMMISSIONS, LOSS OF OPPORTUNITY, AND DAMAGES THAT MAY RESULT FROM INACCURACY, INCOMPLETENESS, INCONVENIENCE, DELAY, OR LOSS OF THE USE OF THE SITE), EVEN IF WEBTALK SHALL HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. TO THE FULLEST EXTENT PERMITTED BY LAW, WEBTALK SHALL HAVE NO RESPONSIBILITY OR LIABILITY TO AFFILIATE OR ANYONE ELSE UNDER ANY TORT, CONTRACT, NEGLIGENCE, STRICT LIABILITY, PRODUCTS LIABILITY, OR OTHER THEORY WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR TERMS AND CONDITIONS RELATED THERETO.

Termination

Webtalk reserves the right to terminate this Agreement for any reason or no reason. Termination notice will be provided via e-mail and will be effective immediately. All legitimate moneys due to Affiliate will be paid during the next monthly billing cycle. If Affiliate defrauds the system, then payment is revoked as determined solely by Webtalk. Any Affiliate found to be tampering with the internal systems of Webtalk, hacking, or in any way defrauding the system, will be immediately suspended and any payments will be withheld. Any breach of this Agreement, as determined by Webtalk, will result in termination of the Agreement and forfeiture of any illegitimate commissions earned.

Indemnification

Affiliate irrevocably covenants, promises and agrees to indemnify and defend Webtalk and to hold Webtalk harmless from and against any and all losses, claims, expenses, suits, damages, costs, demands, or liabilities, arising from any and all claims and lawsuits arising in any way in connection with the Site, this Agreement, or any other act or omission of Affiliate.

For any legal action taken by any third party against Webtalk for actions of Affiliate that violate the Agreement, Affiliate accepts that Webtalk will work with the third party to divulge Affiliate's personal information. Affiliate also agrees that Webtalk is not liable for Affiliate's actions, and Affiliate will bear all costs (legal or otherwise) that Webtalk incurs if Webtalk is sued by any third party due to any act or omission of Affiliate.

General Provisions

Amendments. Webtalk reserves the right to modify or amend any conditions of this Agreement at any time. Amendment notices shall be sent to Affiliate by email, and Affiliate shall be responsible for complying with any changes to the Agreement within 10 calendar days from the date of notice. Failure of Affiliate to terminate the Agreement within those 10 calendar days will constitute acceptance of the changes.

Dispute Resolution. Affiliate agrees to settle any dispute under this Agreement under the laws of the State of Florida. Any litigation arising under this Agreement will be brought in the courts of competent jurisdiction located in Pinellas County, Florida. In the event of any dispute arising out of or related to the terms, conditions and performance of this Agreement, the prevailing party shall be entitled to collect its costs, including without

limitation its reasonable attorneys', paralegals' fees, and all costs incurred, whether incurred pre-suit, in court-ordered mediation, at trial, on appeal or in bankruptcy or administrative proceedings.

Severability. If any provision of this Agreement shall be held or made invalid or unenforceable by a court decision, statute, rule, or otherwise, the remaining provisions of this Agreement shall not be affected thereby.

Waiver. Webtalk's failure to require strict compliance with respect to the terms and conditions of this Agreement shall not be construed as ongoing or as a waiver of its right to later enforce any term or condition hereof in the event of a subsequent default by Affiliate.

Relationship. The parties are and shall remain independent contractors and this Agreement shall not be construed to establish any fiduciary relationship or other relationship of partnership, joint venture, employment, franchise, or agency between them. Neither party shall have the authority to bind the other or incur obligations on the other's behalf without the other's prior written consent in each instance.

Assignment. Upon the death or incapacity of Affiliate, his or her rights, together with Affiliate responsibilities, shall pass to his or her successors in interest upon written application and approval by Webtalk. Affiliate may not assign, sell, or delegate any rights or obligations under the Agreement. Any purported assignment and delegation shall be ineffective. Webtalk may freely assign or delegate all rights and obligations under the Agreement, fully or partially without notice to you.

Security

International affiliates, outside the United States, agree that their personal information will be sent to the US Department of Defense antiterrorism database for screening.

Taxation

All affiliates understand and agree that any compensation earned will be submitted to the US Internal Revenue Service for appropriate taxation requirements. US and US Territory Affiliates must complete a digital IRS W-9 form on, or prior to, earning \$600 in commissions. Failure to do so will result in delayed payments of such commissions. Every affiliate who has earned more than \$600 in a calendar year will be mailed an IRS 1099 form. Affiliates are responsible for paying any required income tax on such earnings.

Webtalk is not responsible for any foreign, U.S. federal, state, local, municipal, or other governmental taxes, duties, levies, fees, excises, or tariffs, owed by you arising as a result of or in connection with this Agreement. You must pay all applicable taxes or tariffs applied by any national, state, provincial, or local jurisdiction to which you are subject that arise from or are related to these terms.

IN WITNESS WHEREOF, Affiliate has agreed to and executed this Agreement with a digital signature as of the Effective Date.