

## **THE M10 PRO DREAM HOLIDAY PROGRAM**

The M10 PRO Dream Holiday Program (the “Program”) is an incentive reward for M10 PRO Affiliates who have a minimum of 50 active buyers in a month. Qualifying Affiliates will receive a \$500.00, \$1,000.00 or \$2,000 bonus for each month that they are qualified. Here are the details:

### **A. TERM**

The Program will begin March 1, 2018, and will continue month-to-month until M10 PRO, in its sole and absolute discretion, terminates the Program by providing written notice to its Affiliates via e-mail.

### **B. QUALIFYING BUYERS**

A “Qualifying Buyer” is one which:

- Was recruited by the qualifying Affiliate; and
- Which paid M10 PRO a minimum of \$197.00 in a month immediately preceding the month in which the bonus payment is made.
- Or have purchased the Online Course System program for \$997 and are still active in their 5 month period.

Affiliates must have a minimum of 50 Qualifying Buyers in any month immediately preceding the month in which a bonus payment is made to qualify for a Level 1 Dream Holiday Bonus;

Affiliates must have a minimum of 100 Qualifying Buyers in any month immediately preceding the month in which a bonus payment is made to qualify for a Level 2 Dream Holiday Bonus;

Affiliates must have a minimum of 200 Qualifying Buyers in any month immediately preceding the month in which a bonus payment is made to qualify for a Level 3 Dream Holiday Bonus;

A yearly buyer, at the \$197.00/month level or higher, will be deemed a Qualifying Buyer each month of the yearly buyer’s subscription, where the yearly subscription was purchased or renewed in or after March 1st, 2018. A yearly subscription purchased or renewed prior to March 1st, 2018 will not be considered a Qualifying Buyer.

### **C. PHOTOGRAPHS**

The Qualifying Affiliate must submit the following photographs to M10 PRO:

- Three photographs of the Holiday;
- The Qualifying Affiliate must appear in each photograph;

## **D.BONUS**

Upon M10 PRO' determination that an Affiliate has complied with all of the terms set forth herein, which determination shall not be unreasonably withheld, the Affiliate will be deemed a "Qualifying Affiliate" for the month and shall receive cash payment (the "Dream Holiday Bonus") in the month immediately following the determination that the Affiliate is a "Qualifying Affiliate." A Level 1 Dream Holiday Bonus will be \$500.00; a Level 2 Dream Holiday Bonus will be \$1,000.00; a Level 3 Dream Holiday Bonus will be \$2,000.00. The Dream Holiday Bonus shall be in addition to any other commission, bonus, or payment to which the Qualifying Affiliate is eligible to receive. Once deemed a "Qualifying Affiliate," the Qualifying Affiliate will be automatically deemed a "Qualifying Affiliate" for each successive month that the Qualifying Affiliate maintains the minimum number of Qualifying Buyers as identified above, unless M10 PRO (i) terminates its relationship with the Qualifying Affiliate, or (ii) terminates the Program. In the event that a Qualifying Affiliate loses his or her eligibility for the Program in any month, the Affiliate may re-qualify in a subsequent month upon compliance with all of the provisions and terms and conditions set forth herein.

## **E.TERMS AND CONDITIONS**

The following terms and conditions also apply to the Program:

1. **PARTIES.** All references to "M10 PRO" herein mean and refer to Netbloo Media Ltd, doing business as M10 PRO, and Netbloo Media Ltd's owner(s), parent company(ies), affiliate entities, and employees. All references to "Qualifying Affiliate" hereunder mean and refer to that M10 PRO affiliate who has executed this Agreement and who has qualified for a Dream Holiday Bonus, as determined by M10 PRO in its reasonable discretion. M10 PRO and the Qualifying Affiliate are each referred to herein as a "Party," and collectively as the "Parties."

3. **RELEASE BY SPOUSE.** Any spouse or domestic partner of any Qualifying Affiliate, and any other person must consent to the Qualifying Affiliate's participation in the Program, and by signing below, RELEASES M10 PRO FROM ANY AND ALL LIABILITY THAT MAY ARISE BY VIRTUE OF, OR THAT IS ANY WAY RELATED TO, QUALIFYING AFFILIATE'S PARTICIPATION IN

## THE PROGRAM.

4. **RELEASE/AUTHORIZATION TO USE PHOTOGRAPHS.** Qualifying Affiliate hereby grants M10 PRO permission to use any and all photographs submitted by Qualifying Affiliate to M10 PRO (hereinafter “Photographs”) in any Media (including print, internet, film, television and no matter how distributed or published) for any purpose, which may include, but shall not be limited to, advertising, promotion, marketing and packaging of M10 PRO, the Program, or for any product or service sold and marketed by M10 PRO. Qualifying Affiliate agrees that this authorization to use Photographs may be assigned by M10 PRO to any other party. Qualifying Affiliate agrees that the Photographs may be combined with other Photographs, sounds, text and graphics, and that the Photographs may be manipulated, cropped, altered or modified in M10 PRO’s sole discretion. Qualifying Affiliate agrees not to charge a royalty or fee, and not to make any other monetary assessment against M10 PRO in exchange for this Release and Assignment. Qualifying Affiliate hereby releases and forever discharges M10 PRO from any and all liability and from any damages Qualifying Affiliate may suffer as a result of the use of the Photographs. Qualifying Affiliate further acknowledges and agrees that this Release is binding upon Qualifying Affiliate’s heirs and assigns. Qualifying Affiliate agrees that this Release is irrevocable.

5. **INTELLECTUAL PROPERTY.** M10 PRO retains all right, title and interest in any and all intellectual property related to or associated with the Program, including without limitation the logos and other trademarks that may appear as advertising anywhere. M10 PRO grants Qualifying Affiliates a limited, non exclusive license to use such logos and trademarks, to, but only to, the extent necessary for the Qualifying Affiliate to participate in the Program. The undersigned Qualifying Affiliate understands and agrees that the Program does not constitute a transfer or assignment of any intellectual property rights from or by M10 PRO.

6. **M10 PRO DISCLAIMS LIABILITY FOR THE HOLIDAY.** Qualifying Affiliate understands and agrees that M10 PRO has no responsibility for any and all liability that may arise by virtue of, or that is any way related to, qualifying affiliate’s during the holiday. Qualifying Affiliate understands and agrees that M10 PRO has no responsibility for negotiating, purchasing, leasing, or making payments on any Holiday purchased or booked by Qualifying Affiliate. Qualifying Affiliate is solely responsible for purchasing, leasing, making payments on, any Holiday. M10 PRO urges you not to enter a reservation or purchase agreement unless you are completely confident you can comply with it without any Dream Holiday Bonus.

You should be completely prepared for the financial responsibility attached to the holiday, in the event the Dream Holiday Bonus is temporarily or permanently unavailable to you.

7. INDEMNITY. Qualifying Affiliate agrees to protect, defend, indemnify and hold harmless M10 PRO, its officers, directors, employees, owner(s), and parent company(ies) from and against all claims, demands, and causes of action of every kind and character without limit arising out of the Qualifying Affiliate's participation, or attempted participating, in the Program. The undersigned Qualifying Affiliate's indemnity obligation includes, but is not limited to, any third party claim against M10 PRO for liability for payments for, damages caused by, or other liability relating to, a Holiday Bonus. Client's indemnity obligation also includes, but is not limited to, any claim for personal injury or death sustained by any person that is any way related to the Holiday Bonus.

8. LIMITATION OF LIABILITY. THE UNDERSIGNED QUALIFYING AFFILIATE AGREES THAT IN NO EVENT SHALL M10 PRO' LIABILITY TO THE QUALIFYING AFFILIATE FOR ANY CLAIM OF ANY KIND OR DESCRIPTION EXCEED THE AMOUNT OF THREE (3) MONTHS OF DREAM HOLIDAY PAYMENTS. THE QUALIFYING AFFILIATE WAIVES ANY RIGHT TO SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES OF ANY KIND OR DESCRIPTION.

9. FORCE MAJEURE. M10 PRO shall not be responsible to the Qualifying Affiliate for any delay, damage, or failure caused by or occasioned by a Force Majeure Event. As used in this Agreement, "Force Majeure Event" shall mean: Any act of God, act of nature or the elements, terrorism, insurrection, revolution or civil strife, piracy, civil war or hostile action, labor strikes, acts of public enemies, federal or state laws, rules and regulations of any governmental authorities having jurisdiction over the premises, inability to procure material, equipment, or necessary labor in the open market, acute and unusual labor, material, or equipment shortages, or any other causes (except financial) beyond the control of M10 PRO. Delays due to any of the above causes shall not be deemed to be a breach of or failure to perform under this Agreement. M10 PRO shall not be required against its will to adjust any labor or other similar dispute except in accordance with applicable law.

10. INDEPENDENT CONTRACTOR. The Qualifying Affiliate shall be deemed an independent contractor with respect to M10 PRO. It is the express understanding and intention of the Parties that no relationship of master and

servant or principal and agent shall exist between M10 PRO and the Qualifying Affiliate by virtue of the Program.

11. VENUE, WAIVER OF JURY TRIAL, AND ATTORNEYS' FEES. Any claim or grievance of any kind, nature or description that the Qualifying Affiliate has against M10 PRO including, but not limited to, economic losses, personal injury, or property damage, shall be resolved exclusively in the Court of Hong Kong. The Qualifying Affiliate waives its right to trial by jury. M10 PRO and the Qualifying Affiliate agree that in the event of any dispute between them, each Party shall bear its own costs and attorneys' fees, regardless of which Party, if either of them, is deemed the prevailing party.

12. GOVERNING LAW. This Agreement shall be governed, construed, and interpreted in accordance with the laws of Hong Kong without regard to any choice of law provisions.

13. ENTIRE AGREEMENT. The requirements of the Program set forth above and these Terms and Conditions represent the entire agreement between the Parties and supersede any other written or oral agreement between the Parties as pertaining to the Program.

14. MODIFICATION/AMENDMENTS. The requirements of the Program and these Terms and Conditions may be modified by M10 PRO at any time, with or without prior notice to Affiliates. No amendment to the requirements of the Program or these Terms and Conditions shall be valid unless authored or signed by M10 PRO.

15. NO WAIVER. No waiver by either Party of any of the Terms and Conditions or provisions of the Qualifying Affiliate Agreement shall be effective unless the waiver is in writing and signed by an authorized representative of both Parties.

16. NOTICE. Any notice required under the Program shall be given to M10 PRO in writing, addressed as follows:

Rm A 7/F China Overseas Building, 139 Hennessy Road, Wanchai, Hong Kong  
e-mail: support@m10pro.com

17. SEVERANCE. In the event any provision of the Program or these Terms and Conditions is inconsistent with or contrary to any applicable law, rule, or regulation, the provision shall be deemed to be modified to the extent required to comply with the law, rule, or regulation, and this Qualifying Affiliate Agreement

and these Terms and Conditions, as so modified, shall continue in full force and effect.

18. NO ASSIGNMENT. The Program and any rights arising thereunder cannot be assigned by Qualifying Affiliate without M10 PRO' express written consent.

**G.SIGNATURE**

By signing below, Qualifying Affiliate and Spouse, Domestic Partner, or other person having an interest in any Holiday Bonus agree to the provisions, terms, and conditions of the Program.

QUALIFYING AFFILIATE:

SPOUSE/DOMESTIC PARTNER/OTHER:

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Print Name:

Print Name:

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Date:

Date:

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