Affiliate Agreement

This Agreement ("Agreement") is made and effective on this day of , 2017, by and between **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** ("Affiliate") and **HCO Investments, LLC** (and its affiliated companies and partners) ("Company"), collectively (“Parties”), individually (“Party”).

In consideration of the mutual promises contained herein, the parties agree as follows:

1. Appointment. The Company hereby appoints Affiliate as an Acquisitions Affiliate, and the Affiliate hereby accepts such appointment. Affiliate’s sole authority shall be to contract properties in accordance with the terms of this Agreement. Affiliate shall not have the authority to make any financial commitments whatsoever on behalf of Company.
2. Services Provided. Affiliate shall use his best efforts to generate business for the company at the best possible terms for the Company. Affiliate shall also provide reasonable assistance to the Company in promotional activities such as live training events, webinar trainings, and other activities of The Company with respect to the business. Affiliate shall report weekly to the Company concerning weekly acquisition goals. Affiliate will devote adequate time and effort to perform his/her obligations. Other duties Affiliate will be asked to perform are outlined in the Exhibit A.
3. Conflict of Interest. During the term of this Agreement, Affiliate shall not represent, promote or otherwise try to sell any properties that, in the Company’s judgment, compete with the properties covered by this Agreement.
4. Indemnification by Affiliate. Affiliate shall indemnify and hold the Company free and harmless from any and all claims, damages or lawsuits (including reasonable attorneys' fees) arising out of negligence or malfeasant acts of Affiliate.
5. Compensation and Basis of Commission. Commission is limited only to the purchase contracts worked upon and secured by Affiliate. Affiliate understands this position is not exclusive and there may be other Affiliates working to secure purchase contracts and turnover contracts, each Affiliate is only entitled to compensation for contracts they have completed. Further compensation details are outlined in Exhibit B.
6. Time of Payment. The total commissions shall be paid directly to the Affiliate within 5 days of the close of escrow.
7. No Benefits. Affiliate is an independent contractor. As such, Affiliate shall be responsible for his own tax debts, including federal/state taxes arising from this agreement. Affiliate understands that he is responsible for ALL taxes, such as social security, state and federal taxes. Affiliate understands that he will receive a 1099 Tax Form at the end of the Calendar year and he will be responsible for paying taxes on that amount. The form will indicate all fees and expenses paid to the Affiliate. The Company provides no benefits such as unemployment insurance, health insurance or worker’s compensation to Affiliate.
8. Non-Disparagement. Employee will not disparage the Company in any manner or make negative comments about the Company through social media or any other online/internet medium.
9. Termand Termination.
   1. Term. This Agreement shall commence on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ and continue on a monthly basis, unless terminated earlier as provided herein. This Agreement shall continue until terminated upon at least 30 Days written notice by either party. If not terminated during the each month, this Agreement shall continue until one party or the other terminates the Agreement with 30 Days written notice.
   2. Return of Materials. All of Company's trademarks, trade names, patents, copyrights, website logins, formulas or other data, photographs, demonstrators, literature, and sales aids of every kind shall remain the property of Company. Within 5 days after the termination of this Agreement, Affiliate shall return all such items to company at Affiliate's expense. Affiliate shall not make or retain any copies of any confidential items or information that may have been entrusted to it. Effective upon the termination of this Agreement, Affiliate shall cease to use all trademarks, marks and trade name of Company. Where permitted by applicable laws, The Company may withhold from the Affiliate’s last compensation payment the cost of any items that are not returned when required. The Company may also take all action deemed appropriate to recover or protect its property, including, but not limited to legal remedies.
10. Limitation of Liability. Upon termination by either Party in accordance with any of the provisions of this Agreement, neither Party shall be liable to the other, because of the termination, reimbursement or damages on account of the loss of prospective profits or anticipated sales or on account of expenditures, investments, leases or commitments in connection with the business or goodwill of The Company or Affiliate’s sole liability under the terms of this Agreement shall be for any unpaid commissions.
11. Confidentiality. Affiliate acknowledges that by reason of its relationship to the Company, hereunder it will have access to certain information and materials concerning the Company’s business plans, customers, technology, and products that is confidential and of substantial value to the Company, which value would be impaired if such information were disclosed to third parties. Affiliate agrees that it shall not use in any way for its own account or the account of any third party, nor disclose to any third party, any such confidential information revealed to it by the Company. Affiliate shall not publish any competing education products. In the event of termination of this Agreement, there shall be no use or disclosure by Affiliate of any confidential information of the Company. Affiliate shall not compete with the Company by using the Company’s contacts; buyers to contract and sell properties that directly compete with the Company without express written consent.
12. Non-Disclosure and Non-Circumvent. The protection of confidential client information, business information and trade secrets is vital to the ethics, integrity, interests and success of the Company. Such confidential information includes, but is not limited to, the following examples:

* The existence of a relationship between HCO Investments, LLC and client(s)
* Client/Purchaser/Seller Lists
* Contract details/strategies
* Property information
* Financial information
* Marketing strategies

All independent contractors may be required to sign a non-disclosure agreement as a condition of any contract work. Independent contractors who improperly use or disclose trade secrets or confidential business information will be subject to disciplinary action, up to and including termination of the contract position and legal action, even if they do not actually benefit from the disclosed information.

1. Capacity/Independent Contractor. In providing the Services under this Agreement it is expressly agreed that the Affiliate is acting as an independent contractor and not as an employee. The Affiliate and The Company acknowledge that this Agreement does not create an employer-employee relationship, and is exclusively a contract for service.
2. Notices. Any notices required or permitted by this Agreement shall be deemed given if sent by certified mail, postage prepaid, return receipt requested or by recognized an over night delivery service such as FedEx:

If to Company: **HCO Investments, LLC**

4200 N MILLER RD STE C200

SCOTTSDALE, AZ 85251

If to Affiliate: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Name & Address)

1. No Waiver. The waiver or failure of either Party to exercise in any respect any right provided in this agreement shall not be deemed a waiver of any other right or remedy to which the Party may be entitled.
2. Entirety of Agreement. This Agreement constitutes the entire agreement and understanding of the Parties hereunder and is subject to no warranties or representations not specifically set forth herein. This Agreement cannot be modified except by an instrument in writing executed by the party to be bound.
3. Applicable law. This agreement will be construed in accordance with and governed by the laws of the State of Arizona.
4. Arbitration. Each Party hereto hereby agrees that in the event of any dispute arising out of, in connection with, or by reason of this Agreement or any other disagreement of any nature or description regardless of the facts and theories which may be involved, such dispute shall be resolved by arbitration before the American Arbitration Association located in Phoenix, Arizona. Arbitration proceedings may be commenced by any signatory to this Agreement by giving the other parties hereto written notice thereof. The arbitrator’s award in any such proceeding shall be final and binding, and a judgment upon such award may be enforced by any court of competent jurisdiction. Each signatory hereby agrees to submit to the jurisdiction of any state or federal court sitting in Phoenix, Arizona in any action or proceeding arising out of or relating to the enforcement of the arbitration provisions of this Agreement. Each Party shall choose a single arbitrator and the two so chosen shall choose a third arbitrator. Either party may be represented by legal counsel. The decision of the arbitrators shall be final and conclusive and the right of appeal is hereby waived.
5. Headings in this Agreement The headings in this Agreement are for convenience only, confirm no rights or obligations in either party, and do not alter any terms of this Agreement.
6. Severability. If any term of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then this Agreement, including all of the remaining terms, will remain in full force and effect as if such invalid or unenforceable term had never been included.
7. Interpretation of Contract. Without limiting the generality of the foregoing, when the context in which the words are used in this Agreement indicates that such is the intent, words in the singular number shall include the plural and vice versa, all pronouns and variations thereof shall be deemed to refer to all genders, and the term “person” shall include a corporation or other entity, as well as a natural person.
8. Waiver. The waiver by either Party of a breach, default, delay or omission of any of the provisions of this Agreement by the other Party will not be construed as a waiver of any subsequent breach of the same or other provisions.

In Witness whereof**,** the parties have executed this Agreement as of the date first written above.

Company:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature

**Danielle Crowell**

HCO Investments, LLC

Affiliate:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Print Name