

The Worldwide Exchange

AFFILIATE INDEPENDENT CONTRACTOR AGREEMENT

This Agreement is agreement between The Worldwide Exchange (the "Company") and (the "Affiliate"), the Company seeks to benefit from the Affiliates contacts & relationships . The Affiliate wishes to perform consulting services for the Company. Accordingly, the Company and the Affiliate agree as follows as of date of registration as an Affiliate:

Services

The Affiliate shall voluntarily provide advice, consulting services, and referrals to the Company with respect to matters related to the development of the company's business. The Affiliate shall be engaged by the Company as an 'Independent contractor' for the development of and implementation of affiliate marketing program and all the task and duties there in contained or needed under the terms of this Agreement. The Affiliate grants the company the use of his or her name and reputation and the company grants the Affiliate the right to represent the company with the following company title. (L IX Independent Referral Affiliate) The Affiliate is not liable for the performance of the company and liabilities of the company and only has the obligation to act in accordance with applicable laws and reason for the term of the agreement or until termination of the agreement. The company is barred from representing the Affiliate in any negative light for performance or non-performance in any public forum, except in response to a formal decree from litigation for the term of the contract or termination of the contract.

Terms / Conditions / Compensation

You work for yourself and are associated with the company as an "Independent Contractor" . You have been granted an account and "codes" for tracking purposes only - to facilitate payment. You may terminate your relationship with the company at anytime and the company may terminate the relationship at any time for any reason- (all commissions earned legally up to time of termination will be due & payable). The company expects you to act legally, and ethically and will terminate the relationship effectively if any activity that has occurred is deemed to be illegal or un-ethical. We are not a tax company or Affiliate and thereby do not offer any tax advice- (please consult your own tax Affiliates and lawyers). As an Independent Contractor participating in the affiliate program - you have the right to refer Individuals, Groups, Companies, Organizations, & Corporations to become "paying" users of our product L IX. (Level IX - LIX) referred to as 'the product'. You will earn a commission, when your referral meets the qualification terms set forth for payment of commissions. It is the Independent Contractors responsibility to find and follow all rules local, national, and international that may, would, can, or will apply to your business as it relates to promoting referrals to the L IX product. You agree to hold the company harmless and indemnified against any actions that are taken or may be taken legally as a result of your activities- as they pertain to the company, it's businesses, and all of its' representatives - and indemnifies all assets of the company and any of its' directors, executives, employees, and affiliates. To become an Affiliate you must complete the online application form, which will ask for your name, address, contact email, contact phone number. Upon the successful completion of the application, submission and successful processing and acceptance, an affiliate account will be generated, a confirmation email will be sent and two distinct codes will be issued to the 'new' affiliate- One code will generate a referral amount of \$10 and the other code will generate a referral amount of \$5. An approved and processed account - with an entered referral # will generate the "Pending" \$ amt. If a \$10 - referral code is entered - Pending \$ amt. becomes "Payable" when account charges =/+ \$20 in billing. If a \$5 - referral code is entered - Pending \$ amt. becomes "Payable" when account maturity =/+ 14 days. In addition, the 'company' will set aside 1 million common shares of The Worldwide Exchange (parent corporation for L IX) to be paid to Affiliates as compensation. Each Affiliate that earns at least \$1000 in referral commissions may exchange \$1000 for 1000 shares of the 'company'. Each time the Affiliate reaches another level of \$1000 of commissions the same opportunity becomes effective. If the Affiliate has already been paid some or all of the commissions, the Affiliate may pay for 1000 shares of the 'company' stock, once qualified to receive the exchange opportunity. (The payment will be considered a return of cash for the exchange of stock)

By completing an application to become an affiliate for The Worldwide Exchange, you have agreed to these terms and conditions and will be bound by these rules and terms as an Independent Contractor. An independent contractor is a natural person, business, or corporation that provides goods or services to another entity under terms specified in a contract or within a verbal agreement. Unlike an employee, an independent contractor does not work regularly for an employer but works as and when required, during which time he or she may be subject to the Law of Agency. Independent contractors are usually paid on a freelance basis. Contractors often work through a limited company or franchise, which they themselves own, or may work through an umbrella company or as themselves doing business as.

Confidentiality

Either party may disclose to the other party any information that the disclosing party would normally freely disclose to the other members of the community at large, whether by publication, by presentation at seminars, or in informal scientific discussions. The Affiliate agrees that the final product is the "Sole" proprietary property and all rights and warrants for use of the product are and will remain with the company unless changed by contract in written form and agree too by both parties.

The parties may wish, from time to time, in connection with work contemplated under this Agreement, to disclose confidential information to each other ("Confidential Information"). Each party will use reasonable efforts to prevent the disclosure of any of the other party's Confidential Information to third parties for term of this agreement. The recipient may acquire information that pertains to the discloser's processes, equipment, programs, developments, or plans that is both (i) disclosed or made known by the disclosure to the recipient and (ii) identified in writing as "proprietary" by the disclosure. The recipient agrees not to disclose any Confidential Information to third parties or to use any Confidential Information for any purpose other than performance of the services contemplated by this Agreement, without prior written consent of the Company.

Confidential Information subject to paragraph 4(b) does not include information that (i) is or later becomes available to the public through no breach of this Agreement by the recipient; (ii) is obtained by the recipient from a third party who had the legal right to disclose the information to the recipient; (iii) is already in the possession of the recipient on the date this Agreement becomes effective; (iv) is independently developed by recipient; or (v) is required to be disclosed by law, government regulation, or court order. In addition, Confidential Information subject to paragraph 4(b) does not include information generated by the Affiliate unless the information (i) is generated as a direct result of the performance of consulting services under this Agreement.

Return of Materials

The Affiliate agrees to promptly return, following the termination of this Agreement or upon earlier request by the Company, all drawings, tracings, and written materials in the Affiliate's possession and (i) supplied by the Company in conjunction with the Affiliate's consulting services under this Agreement or (ii) generated by the Affiliate in the performance of consulting services under this Agreement and not generated in the course of the Affiliate's activities.

Term and Termination

This Agreement shall be for a term of 12 months, renewed automatically, unless terminated prior to renewal date up to and including renewal date.

Termination of the Agreement above shall not affect the Company's obligation to pay for services previously performed by the Affiliate unless those obligations were a result of activity contrary to the obligations, terms & conditions of this agreement.

Miscellaneous

This Agreement shall inure to the benefit of and be binding upon the respective heirs, executors, successors, representatives, and assigns of the parties, as the case may be. The relationship created by this

Agreement shall be that of independent contractor, and the Affiliate shall have no authority to bind the Company or its employees for any purpose and may only act as an Independent Referral Affiliate within the boundaries of this agreement. Notice or payments given by one party to the other hereunder shall be in writing by electronic message and deemed to have been properly given or paid if deposited with the United States Postal Service, registered or certified mail, addressed as follows or electronically from the company email address for which is used for such notification to the email address of the affiliate at the time such notice is warranted or scheduled.

From:

The Worldwide Exchange
7225 Crescent Park W. 419,
Playa Vista, Ca. 90094 or @theworldwideexchange.com

To:

Affiliate
Email Address or physical Address of record upon the date of payable commissions

This Agreement replaces all previous agreements and the discussions relating to the subject matters hereof and constitutes the entire agreement between the Company and the Affiliate with respect to the subject matters of this Agreement. The "Company" reserves the right to modify this agreement at any time without prior notice, by posting the new agreement on the site. The Affiliate is responsible for checking the agreement from time to time in order to be aware of any changes that may have taken place within the term of this agreement.

By registering as an Affiliate you have accepted this agreement in its' entirety.