

Website Affiliate Agreement

This website affiliate agreement is between THE INLE BRAINFIT INSTITUTE®, a(n) Delaware Limited Liability Company (the "**Owner**") and YOU, an individual (the "**Affiliate**").

The Owner is engaged in the business of describe health and wellness.

The Affiliate owns and operates one or more websites that are accessible to the public, specifically <https://www.inlebrainfitinstitute.com/take-charge> (the "**Affiliate Website**").

The Owner wishes to engage the Affiliate for the purpose of promoting its website <https://www.inlebrainfitinstitute.com/> (the "**Owner Website**") and the products and services available for purchase on the Owner Website (the "**Owner Products**").

The Affiliate wishes to direct users of the Affiliate Website to the Owner Website using a unique URL (an "**Affiliate Link**"), and the parties want the Affiliate to receive compensation for purchases made by customers of the Affiliate who use the Affiliate Link (the "**Affiliate Customers**") of certain applicable Owner products and services (the "**Affiliate Program**").

The parties therefore agree as follows:

1. RESPONSIBILITIES.

(a) **Of the Affiliate.** The Affiliate shall:

- (i) display the Affiliate Link in a manner that does not reflect adversely on the Owner or mislead visitors;
- (ii) use reasonable efforts to ensure the Affiliate Link works on the Affiliate Website, and that any visitor who clicks on the Affiliate Link will be connected to the Owner Website;
- (iii) refer new, unique and, legitimate customers (i.e., customers not previously existing to the Owner) to the Owner Website via the Affiliate Link;
- (iv) adhere to the following "**Keyword Buys & Commissions Policy**":

A. "Keyword Buy" means any advertisement that appears when certain words are purchased and that matches a given keyword search query, and "**Search Engine**" means software that acts as a service by searching an index or database and that returns relevant matches based on information typed into a query.

B. The Owner owns the rights to certain trademarks, including those that are listed below. **The Affiliate is prohibited from bidding on Owner trademark terms on all Search Engines**, as this use constitutes a trademark infringement of the Owner's trademarks. This includes any variations, combinations, and lower case variants of these terms with or without the "www" prefix or ".com" suffix. The Owner will not pay a commission on any transactions derived from bidding on any of the following protected trademarked/brand-related keywords, and the Owner may change these terms without notice to the Affiliate: <https://www.inlebrainfitinstitute.com/>.

C. The Affiliate may not make Keyword Buys that are confusingly similar to or a derivation of, the Owner's name or other trademarks, including any misspellings or "typo squatting" variants of the Owner's terms.

D. The Affiliate may not use links that automatically redirect the user to the the Owner Website in the Affiliate's search ads. The Affiliate may not use the Owner Website (including all lower or uppercase variations) for any DISPLAY or DESTINATION URL listings used in paid search campaigns, or CLOAK or MASK the Owner Website URL in Search Engines.

E. The Affiliate may not use The Inle BrainFit Institute® or any variation of The Inle BrainFit Institute® in the Affiliate's search ad creative.

(b) Of the Owner. The Owner shall:

- (i)** provide all assistance to the Affiliate to enable the Affiliate to post the Affiliate Link on the Affiliate Website;
- (ii)** provide initial information and deliver the materials comprising the Affiliate Link within 3 days of the effective date of this agreement; and
- (iii)** maintain accurate records of the data used to determine the commissions earned by the Affiliate.

2. TERM AND TERMINATION.

(a) Term. This agreement will become effective as described in section 20 and continue for an initial term of 1 year(s) (the "**Term**"). Unless either party gives written notice to the other at least 30 days before the end of the Term, this agreement will renew automatically for an additional 1-year term. This automatic extension will continue to apply at the end of each extended period until the agreement is terminated.

(b) Termination Procedures. This agreement may be terminated:

- (i)** by either party, on provision of 30 days' written notice before the end of a Term;
- (ii)** by either party for a material breach of any provision of this agreement by the other party, if the other party's material breach is not cured within 30 days of receipt of written notice.
- (iii)** by the Owner at any time and without prior notice, if the Affiliate violates the terms of this agreement, improperly uses the Owner's name, logo, or graphics (other than the proper use of the Owner Marks provided under this agreement) or includes a link to the Owner Website in any form of unsolicited communication such as spam.

(c) Effects of Termination. After the termination of this agreement, all licenses granted under this agreement will terminate unless they are expressly stated as surviving. The parties shall promptly remove all marks of the other party from any website that party controls. The Owner shall promptly pay the Affiliate any outstanding commissions owed to the Affiliate for services rendered before the effective date of the termination.

3. PAYMENT.

(a) **Paid Order Fees.** The Owners shall pay the Affiliate a commission on any Paid Order made by the Affiliate Customers that the Affiliate refers to the Owner through the Affiliate Link during the term of this agreement. "**Paid Order**" means an order for which the Owner has received and processed payment, less the cost of returns and charge backs the Owner incurs on any of the Affiliate's referred customer orders.

(b) **Calculation of Commission.** The Owner shall pay the Affiliate Approximately 20% of net revenue generated by Paid Orders for the purchase of a Owner Product by Affiliate Customers.

(c) **Timing of Commissions.** Commissions will be computed monthly as of the last day of each calendar month and shall be paid within 30 days following the end of the month. Any returns, refunds, charge backs, and fraudulent payments of Paid Orders will be deducted or withheld from the commission payment.

(d) **Statements.** Monthly, the Owner shall deliver a statement detailing its computations of the commission. The Owner shall permit the Affiliate reasonable access to the records and data used to determine the commission for purposes of inspection. Any discrepancies between the Owner's records and a commission paid to the Affiliate shall be corrected by the Owner within 14 days of receiving written notification of that discrepancy from the Affiliate.

4. LICENSE.

(a) **License.** The Owner grants the Affiliate a limited, nonexclusive, nontransferable, nonsublicensable right to maintain the Affiliate Link on Affiliate Website to the Owner Website, in accordance with the terms of this agreement, from which the Affiliate's website visitors can order Owner Products. The Owner also grants Affiliate a nonexclusive, nontransferable license to use certain Owner trade names, trademarks, service marks, trade dress, logos, and other intellectual property used by the Owner in identifying its business (collectively, the "**Owner Marks**") for the sole purpose of selling Owner Products on the Affiliate Website. The Owner shall provide the Owner Marks to the Affiliate directly. The Affiliate may not use any other Owner intellectual property without the Owner's prior written consent. The Owner

reserves all proprietary rights to the Owner Marks and may immediately revoke or adjust the Affiliate's license at any time on written notice.

(b) No Other Use. The Affiliate may not use the Owner Marks for any purpose or on any other media except as stated in this agreement or as the Owner expressly approves, or has approved, in writing.

(c) Modification. The Owner may submit written requests to modify or exclude any Owner Mark from the Affiliate Website and the Affiliate shall accommodate the request as soon as possible.

(d) Affiliate Intellectual Property. The Affiliate grants the Owner a nonexclusive license to utilize the Affiliate's trade names, trademarks, service marks, trade dress, logos, and other intellectual property used by the Affiliate in identifying its business (collectively, the "**Affiliate IP**") and website, including design, computer software, and other components, authorized by the Affiliate in writing (including by email), for the sole purpose of advertising, marketing, and promoting the Affiliate Program. At any time, the Affiliate may revoke or modify the licenses it has granted to the Owner and the Owner will use reasonable efforts to comply immediately with that revocation or modification.

(e) Representations About Affiliate IP. The Affiliate represents that:

- (i)** it has all necessary rights, licenses, permits, and clearances to use the Affiliate IP and to offer, sell, or license the goods and services offered through the Affiliate IP and this will not violate any applicable laws or regulations or any third-party rights;
- (ii)** the Affiliate IP does not violate or infringe any right of privacy, personality, or publicity, trade secrets, patents, copyrights, or trademarks under the laws of any governmental authority, domestic or foreign, or any other right of any third party; and
- (iii)** the Affiliate IP will not misdirect or mislead Internet users.

5. RESTRICTIONS ON AFFILIATE.

The Affiliate shall not:

- (a)** use the trademarks, trade names, service marks, or logos of the Owner except the Owner Marks as

expressly authorized by the Owner;

(b) create, publish, distribute, or permit any written material that makes reference to the Owner without first obtaining its written consent except as may have been previously agreed between the parties. If the Affiliate uses any Owner content without permission, the Owner may, without limiting other forms of recourse, terminate the Affiliate's status in the Affiliate Program;

(c) create, publish, distribute, or permit any advertising referencing the Owner, except as has been agreed in writing between the parties;

(d) not use the Owner's name, logo, graphics or include a link to the Owner Website in any form of unsolicited communication, including unsolicited email (spam). The Affiliate must maintain strict compliance with the CAN-SPAM Act of 2003 and all amendments and modifications to that law;

(e) use the words "Official Site" in the Affiliate's ad creative or display URL. Affiliate may use the words The Inle BrainFit Institute® in certain preapproved ad copy, if that ad copy is not associated with the following words or phrases: best prices, lowest rates, discount, discounted rates, cheap, or a certain percentage off the Owner's prices.

(f) frame, minimize, remove, cause to create a new window, or otherwise inhibit the full and complete display of each website, mirror, cobranded or derivative website belonging to the Owner and its affiliates.

(g) alter the Affiliate Link in any manner including modification of the design, color, format, specification, or content of the Link.

(h) provide incentivized traffic, where offers with incentives or the appearance of incentives including points, lottery, coupon, contest entries or rewards, are used to generate revenue for Affiliate Customers. This includes placing misleading statements near the ad creative (e.g., "you will win \$100") unless such discount or incentive receives prior written approval by the Owner;

(i) serve ad creative, or drive Affiliate Customers to this ad creative, using any downloadable applications or software (also called adware, pop-up/pop-under technologies, plug-ins, and other names as applicable), and serving ad creative that are not initiated by the affirmative action of the the Affiliate Customer

without the prior written approval of the Owner; and

(j) warrant that the Affiliate Website is written in English, is content based and not simply a list of links or advertisements, have a top-level domain name and does not promote or contain sexually explicit materials, promote violence or contain violent material, promote or contain libelous or defamatory materials, promote discrimination, or employ discriminatory practices, based on race, sex, religion, nationality, disability, sexual orientation or age. If the Affiliate violates any of these restrictions, the Owner may withhold commissions earned under this agreement, or immediately suspend or terminate the Affiliate's status as an affiliate.

6. OWNER RIGHTS.

(a) **Right to Monitor Affiliate Website.** The Owner has the right, but not the duty, to monitor the Affiliate Website. The Owner shall notify the Affiliate of any modification that the Owner reasonably requests be made to the Affiliate Website in connection with posting the Affiliate Link. If the Affiliate fails to make that change, the Owner may terminate the agreement immediately on written notice.

(b) **Right to Remove Link.** The Owner may direct the Affiliate to remove, and the Affiliate shall remove, the Affiliate Link from the Affiliate Website at any time and for any reason.

7. CONFIDENTIAL INFORMATION.

(a) **Definition. "Confidential Information"** means this agreement and all nonpublic information of a party, in whatever form, pertaining to the business of that party, including information relating to that party's finances, customer records, and information, and all associated documentation and materials that the party disclosing the information (in that capacity, a "**Disclosing Party**") designates as being confidential when disclosing it to the other party (in that capacity, a "**Receiving Party**"), or that, under the circumstances of disclosure, ought to be treated as confidential by the Receiving Party. Confidential Information also includes any information relating to the Disclosing Party's parent, subsidiaries, and affiliates. Confidential Information does not include information or data that is:

(i) known to the Receiving Party before its disclosure by the Disclosing Party without an obligation of

confidentiality under another agreement;

(ii) independently developed by the Receiving Party without use of any Confidential Information;

(iii) in the public domain when the Receiving Party seeks to disclose or make use of it, other than as a result of disclosure by the Receiving Party; or

(iv) received by the Receiving Party from a third party with a legal or contractual right to disclose that information or data.

(b) Disclosure. The Receiving Party shall not use or disclose the Confidential Information of the Disclosing Party except in connection with the exercise of its rights or the performance of its obligations under this agreement. The Receiving Party shall not disclose Confidential Information of the Disclosing Party to any person other than its employees, agents, or independent contractors who have a need to know it in connection with this agreement, and who are under obligations of confidentiality substantially similar to this section. The Receiving Party shall protect the confidentiality of the Confidential Information of the Disclosing Party in the same manner that it protects the confidentiality of its own proprietary and confidential information, but in any case with reasonable care. All Confidential Information made available under this agreement, including copies, shall be returned or destroyed by the Receiving Party, and certified as having been returned or destroyed, promptly after the termination of this agreement.

(c) Exceptions. A Receiving Party will not be in violation of this section if it discloses Confidential Information that is required to be disclosed because of a valid order by a court or other governmental body or by applicable law or by the rules of any nationally recognized stock exchange. However, under these circumstances, the Receiving Party shall notify the Disclosing Party in writing of that disclosure to permit the Disclosing Party to seek confidential treatment of that information.

8. INDEMNIFICATION.

(a) Of Owner by Affiliate. At all times after the effective date of this agreement, the Affiliate shall indemnify the Owner against any award, charge, claim, compensatory damages, cost, damages, exemplary damages, diminution in value, expense, fee, fine, interest, judgment, liability, settlement

payment, penalty, or other loss (a "**Loss**") or any attorney's or other professional's fee and disbursement, court filing fee, court cost, arbitration fee, arbitration cost, witness fee, and each other fee and cost of investigating and defending or asserting a claim for indemnification (a "**Litigation Expense**") arising out of:

(i) the Affiliate's gross negligence or willful misconduct arising from the Affiliate's carrying out of its obligations under this agreement; or

(ii) the Affiliate's breach of any of its obligations or representations under this agreement.

(b) Of Affiliate by Owner. The Owner shall at all times indemnify the Affiliate against a Loss or Litigation Expense caused by any breach of any of the representations or agreements made by the Owner under this agreement.

9. DISCLAIMER OF WARRANTIES; LIMITATION OF DAMAGES AND LIABILITY.

The Owner shall abide by all warranties as they exist on the Owner Website. EXCEPT AS SET FORTH IN THIS AGREEMENT, THE OWNER MAKES NO, AND EXPRESSLY DISCLAIMS ALL, WARRANTIES OR REPRESENTATIONS WITH RESPECT TO THE OWNER'S PRODUCTS AND SERVICES PROVIDED TO AFFILIATE CUSTOMERS THROUGH THE AFFILIATE PROGRAM AND ANY SERVICES PROVIDED BY THE OWNER UNDER THIS AGREEMENT INCLUDING ANY IMPLIED WARRANTIES OR WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. Additionally, the Owner makes no representations that the operation of the Owner Website or services will be uninterrupted or error free and it will not be liable for the consequences of any interruptions or errors. Neither the Owner nor any of its agents, employees, officers, or directors will be liable for consequential, incidental or special damages, including lost profits, even if it has knowledge of the potential loss or damage. THE OWNER'S LIABILITY SHALL NOT EXCEED THE TOTAL COMMISSION PAID OR PAYABLE UNDER THE AGREEMENT.

10. NATURE OF RELATIONSHIP.

(a) Nothing in this agreement creates any employment, independent contractor, or agency relationship

between the Affiliate and the Owner. Neither party may enter into contracts, assume or create any liability or make agreements of any kind for, in the name of, or on behalf of, the other party.

(b) Any Affiliate Customer that follows the Affiliate Link to the Owner Website, upon arrival and use of the Owner Website, will be deemed to be a customer of the Owner. Accordingly, the Owner will be responsible for all aspects of order processing and fulfillment of the Owner Products. All Owner rules, prices, policies, and operating procedures will apply to sales of Owner Products made under this agreement.

(c) The Owner expressly reserves the right to add, delete, or modify its products and services and prices at any time. The Owner also expressly reserves the right to reject any order.

(d) The Owner is NOT responsible for the operation or contents of the Affiliate Website, or any third party website not controlled by the Owner. The Affiliate is responsible for and must pay all expenses that are incidental to its activities and responsibilities under this agreement, including employees' and subcontractors' compensation; costs of developing, maintaining, and operating the Affiliate Website; programming costs; and creating, producing or revising any marketing materials. The Affiliate shall assume sole responsibility for any liabilities that may be incurred by the Affiliate in operating its business and fulfilling the terms of this agreement and is solely responsible for the payment of all foreign, federal, state and local taxes that may accrue because of this agreement.

11. GOVERNING LAW.

(a) Choice of Law. The laws of the state of Delaware govern this agreement (without giving effect to its conflicts of law principles).

(b) Choice of Forum. Both parties consent to the personal jurisdiction of the state and federal courts in USA County, New York.

12. AMENDMENTS.

No amendment to this agreement will be effective unless it is in writing and signed by a party.

13. ASSIGNMENT AND DELEGATION.

(a) No Assignment. Neither party may assign any of its rights under this agreement, except with the prior written consent of the other party. All voluntary assignments of rights are limited by this subsection.

(b) No Delegation. Neither party may delegate any performance under this agreement, except with the prior written consent of the other party.

(c) Enforceability of an Assignment or Delegation. If a purported assignment or purported delegation is made in violation of this section, it is void.

14. COUNTERPARTS; ELECTRONIC SIGNATURES.

(a) Counterparts. The parties may execute this agreement in any number of counterparts, each of which is an original but all of which constitute one and the same instrument.

(b) Electronic Signatures. This agreement, agreements ancillary to this agreement, and related documents entered into in connection with this agreement are signed when a party's signature is delivered by facsimile, email, or other electronic medium. These signatures must be treated in all respects as having the same force and effect as original signatures.

15. SEVERABILITY.

If any one or more of the provisions contained in this agreement is, for any reason, held to be invalid, illegal, or unenforceable in any respect, that invalidity, illegality, or unenforceability will not affect any other provisions of this agreement, but this agreement will be construed as if those invalid, illegal, or unenforceable provisions had never been contained in it, unless the deletion of those provisions would result in such a material change so as to cause completion of the transactions contemplated by this agreement to be unreasonable.

16. NOTICES.

(a) Writing; Permitted Delivery Methods. Each party giving or making any notice, request, demand, or other communication required or permitted by this agreement shall give that notice in writing and use one

of the following types of delivery, each of which is a writing for purposes of this agreement: personal delivery, mail (registered or certified mail, postage prepaid, return-receipt requested), nationally recognized overnight courier (fees prepaid), facsimile, or email.

(b) Addresses. A party shall address notices under this section to a party at the following addresses:

If to the Owner:

The Inle BrainFit Institute®
Philippe Douyon, MD
271 W 47th St
New York, New York 10036
philippe.douyon@inlebrainfitinstitute.com

If to the Affiliate:

you

N/A
N/A, New York N/A
N/A

(c) Effectiveness. A notice is effective only if the party giving notice complies with subsections (a) and (b) and if the recipient receives the notice.

17. WAIVER.

No waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this agreement will be effective unless it is in writing and signed by the party waiving the breach, failure, right, or remedy. No waiver of any breach, failure, right, or remedy will be deemed a waiver of any other breach, failure, right, or remedy, whether or not similar, and no waiver will constitute a continuing waiver, unless the writing so specifies.

18. ENTIRE AGREEMENT.

This agreement constitutes the final agreement of the parties. It is the complete and exclusive expression of the parties' agreement about the subject matter of this agreement. All prior and contemporaneous communications, negotiations, and agreements between the parties relating to the subject matter of this agreement are expressly merged into and superseded by this agreement. The provisions of this agreement may not be explained, supplemented, or qualified by evidence of trade usage or a prior course of dealings. Neither party was induced to enter this agreement by, and neither party is relying on, any statement, representation, warranty, or agreement of the other party except those set forth expressly in this agreement. Except as set forth expressly in this agreement, there are no conditions precedent to this agreement's effectiveness.

19. HEADINGS.

The descriptive headings of the sections and subsections of this agreement are for convenience only, and do not affect this agreement's construction or interpretation.

20. EFFECTIVENESS.

This agreement will become effective when all parties have signed it. The date this agreement is signed by the last party to sign it (as indicated by the date associated with that party's signature) will be deemed the date of this agreement.

21. NECESSARY ACTS; FURTHER ASSURANCES.

Each party shall use all reasonable efforts to take, or cause to be taken, all actions necessary or desirable to consummate and make effective the transactions this agreement contemplates or to evidence or carry out the intent and purposes of this agreement.

[SIGNATURE PAGE FOLLOWS]

Each party is signing this agreement on the date stated opposite that party's signature.

The Inle BrainFit Institute®

Date: _____ By: _____

Name: Philippe Douyon, MD Title: Founder

Date: _____ By: _____

Name: you

Please discard this page before distributing this agreement.