

# MATHCO HEALTH CORPORATION AFFILIATE PROGRAM AGREEMENT

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MATHCO HEALTH CORPORATION AFFILIATE PROGRAM AGREEMENT TERMS AND CONDITIONS (hereinafter, the “Agreement”) is made by and between Mathco Health Corporation (hereinafter, “Company”), and YOU (hereinafter, “Affiliate”, “You”, or “Your”) for participation in Mathco Health Corporation Affiliate Program (Company and Affiliate shall hereinafter be collectively referred to as the “Parties”).

Please read this Agreement carefully and save it for future reference. If You do not agree with the terms of this Agreement, you must immediately disengage from the Website.

By participating in Mathco Health Corporation Affiliate Program (as defined below) Affiliate agrees to be bound by the terms of this Agreement.

1. **AFFILIATE PROGRAM:** The term, “Affiliate Program” as used herein shall mean Company’s service through which one or more designated “Affiliates” may refer its contacts and clients to Company and Company’s products in lieu of Company providing that Affiliate with certain commission fee(s) as prescribed herein.
2. **USE OF AFFILIATE PROGRAM:** Affiliate will receive a specified commission for any referral received by Company pursuant to the terms of this Agreement. For each purchase of a commissionable product who use your given link when the purchase is made, You will receive a specified commission.
3. **PAY:** In order for Company to pay You as an Affiliate, You **MUST** submit a completed and signed W9 Form. Failure to comply will result in lost affiliate commissions. You will receive a 1099 at the end of the tax year as an independent contractor.  
You can download and complete this form at: <https://www.irs.gov/pub/irs-pdf/fw9.pdf>
4. **COMMISSION TERMS:** Affiliates will be paid after the initial 35-day approval period and on the 20<sup>th</sup> of each month for the prior months sales thereafter provided the total commissions have accumulated to \$25.00 or greater. Once a minim of \$25.00 in commissions has accumulated, payment will be made on the 20<sup>th</sup> of the subsequent month. Please note that commissions are based on payments received from your referrals. Therefore, if your referral issues multiple payments to us, your commissions will be issued on the 20<sup>th</sup> of the month after the referral’s payment is received.
5. **PROMOTIONAL MATERIALS:** Company may make available to Affiliate certain banner advertisements, button links, text links, and/or other graphic or textual material for display and use on Affiliate’s website or in any Affiliate email or social media promotions (the “Promotional Materials”). The manner of display of all images shall be subject to the terms and conditions of this Agreement. Affiliate shall also include a link from the Promotional Materials to Company’s website, as specified by Company. Any email and social media text based promotional swipe copy can be altered or personalized, as this yields the best results. But no images may be altered in any way, and any text that is altered must comply with all terms and conditions listed under Paragraph 5, Use of Promotional Materials, below.

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6. **USE OF PROMOTIONAL MATERIALS:** Affiliate's use and display of the Promotional Materials on Affiliate's website, or as otherwise allowed and provided herein, must comply with the following terms, conditions and specifications:
  - a. Affiliate may not use any graphic materials to promote Company's website, products or services other than the Promotional Materials.
  - b. Affiliate may only use the Promotional Materials for the purpose of promoting Company's website and products for providing hyperlinks to Company's website.
  - c. Affiliate will not alter, add to, subtract from, or otherwise modify the Promotional Materials as they are prepared by Company with the exception of promotional email swipe copy. If Affiliate wishes to alter or otherwise modify the Promotional Materials, Affiliate must obtain prior written consent from Company for such alteration of modification.
  - d. The Promotional Materials shall be used to link only to Company's website, to the specific page and address as specified by Company.
  
7. **INTELLECTUAL PROPERTY:** Company retains all right, ownership, and interest in the Promotional Materials, and in any copyright, trademark, or other intellectual property in the Promotional Materials. Nothing in this Agreement shall be construed to grant Affiliate any rights, ownership or interest in the Promotional Materials, or in the underlying intellectual property. Company's copyrighted and original materials shall be provided to the Affiliate for his/her use only and a single-user license. Affiliate shall not be authorized to share, copy, distribute, or otherwise disseminate any materials received from Company electronically or otherwise without the prior written consent of the Company. All intellectual property, including Company's copyrighted course materials, shall remain the sole property of the Company. No license to sell or distribute Company's materials is granted or implied.
  
8. **RELATIONSHIP OF PARTIES:** This Agreement shall not be construed to create any employment relationship, agency relationship, or partnership between Company and Affiliate. Affiliate shall provide services for Company as an independent contractor. Affiliate shall have no authority to bind Company into any agreement, nor shall Affiliate be considered to be an agent of Company in any respect.
  
9. **COMMISSIONS:**
  - a. In exchange for Affiliate's promotion of, and driving traffic to and with the Promotional Materials, and for Affiliate's compliance with and performance of the terms and conditions of this Agreement, Company shall pay the Affiliate a commission (the "Commission") of 15% of the price that the referral pays for the sum of the products ordered. Notification to Affiliate of any change in commission percentage will be posted on Company's website or given by Company at the email address on hand for the Affiliate.
  - b. Commissions are held for a period of 35 days from any purchase to protect Company in the event of any chargeback that may occur. Company shall pay all Commissions accrued and payable to Affiliate within 20 days of the first day of each month (the "Commission Payment Date"). Payment is made by check or via direct deposit.
  - c. In the event that Affiliate materially breaches this Agreement and Company terminates this Agreement within 30 days of such breach, then any accrued and payable Commissions owing to Affiliate shall be forfeited, and Company shall not be obligated to pay such Commissions to Affiliate.

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10. **AFFILIATE'S REPRESENTATIONS AND WARRANTIES:** Affiliate represents and warrants the following:
- a. Affiliate has the legal authority to enter into this Agreement and to be bound to the promises, agreements and other duties set forth in this Agreement.
  - b. Affiliate's website does not contain any materials that are:
    - i. Sexually explicit, obscene, or pornographic;
    - ii. Offensive, profane, hateful, threatening, harmful, defamatory, libelous, harassing, or discriminatory (whether based on race, ethnicity, creed, religion, gender, sexual orientation, physical disability, or otherwise);
    - iii. Graphically violent, including any violent video game images; or iv. Solicitous of any unlawful behavior.
  - c. Affiliate has obtained any necessary clearances, licenses, or other permission for any intellectual property used on Affiliate's website. Nothing on Affiliate's website infringes upon the intellectual property rights of any person or entity. No person or entity has brought or threatened an action claiming such infringement, nor does Affiliate have any reason to believe that any person or entity will bring or threaten such a claim in the future.
  - d. Affiliate will not use the Promotional Materials in any manner other than those set forth in Paragraphs 2 and 4 above.
  - e. Affiliate will not make any claim to ownership of the Promotional Materials, or of the copyright, trademark, or other intellectual property therein.
  - f. Affiliate will not publish or otherwise distribute any advertising materials for Affiliate's website that reference Company or Company's website unless Company gives prior written consent to the distribution of such materials. Affiliate will not use Company's name (or any name that is confusingly similar to Company's name) for any purpose on its website, in its promotional materials, or in any other context except to promote Company's website as specified in this Agreement. Affiliate will not register any domain name that incorporates Company's name, or that is confusingly similar to Company's name.
  - g. Affiliate will not engage in the distribution of any unsolicited bulk emails (spam) in any way mentioning or referencing Company or Company's website.
11. **INDEMNIFICATION:** Affiliate shall indemnify Company and hold harmless Company from any claim, damage, lawsuit, action, complaint, or other costs arising out of any breach of Affiliate's warranties set forth in Paragraph 9 above. Affiliate shall also indemnify and hold harmless Company for any damage, loss or other cost arising out of the use or misuse by Affiliate of the Promotional Materials.
12. **CONFIDENTIALITY:** The term "Confidential Information" shall mean information which is not generally known to the public relating to the Company's business or personal affairs and that Affiliate is exposed to by virtue of its relationship with Company under this Agreement. Affiliate agrees not to disclose, reveal or make use of any information obtained as a result of this Agreement and all methods, concepts, ideas, product/services, or proposed new products or services shall be kept completely confidential by the Affiliate. Affiliate shall keep the Confidential Information of the Company in strictest confidence and shall use its best efforts to safeguard the Confidential Information and to protect it against disclosure, misuse, espionage, loss and theft. This confidentiality provision shall survive the termination or expiration of this Agreement.

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### 13. **TERM AND TERMINATION:**

- a. This Agreement shall take effect immediately, and shall remain in full force and effect indefinitely, or until terminated pursuant to this Paragraph 12.
- b. Either Party shall have the right to terminate this Agreement at any time and for any cause. The terminating Party must give written notice to the other Party at least thirty (30) calendar days prior to the intended date of termination

14. **TAXES:** Company shall not be responsible for any taxes owed by Affiliate arising out of Affiliate's relationship with Company as set forth in this Agreement. Company shall not withhold any taxes from the Commissions paid to Affiliate. Affiliate is solely responsible for keeping up with current tax laws, procedures and paperwork and reporting accurately and fully to the IRS at the end of each fiscal year.

15. **LIMITATION OF LIABILITY:** By entering this Agreement, You release Company from any and all damages that may result from anything and everything. Company is only a service being provided. By using Company's services, You release Company from any and all damages that may result from anything and everything. Affiliate accepts any and all risks, foreseeable or unforeseeable, arising from such transactions. Notwithstanding the foregoing, should Company be found liable, Company's liability to Affiliate or to any third party is limited to the lesser of

- a. the aggregate of the total referral commissions paid or payable to You under this Agreement, and
- b. One Hundred U.S. Dollars (\$100.00). All claims against Company must be lodged with the entity having jurisdiction within 100-day of the date of the first claim or otherwise be forfeited forever. Affiliate agrees that Company will not be held liable for any damages of any kind resulting or arising from including but not limited to; direct, indirect, incidental, special, negligent, consequential, or exemplary damages arising out of or associated with any loss, suspension or interruption of service, termination of this Agreement, use or misuse of the Promotional Materials, or other performance of services under this Agreement. Affiliate agrees that participation in the Affiliate Program is at Affiliate's own risk.

16. **SITE MAINTENANCE:** You are solely responsible for maintaining your website and any correspondence with Your clientele. You are responsible for all technical operations of Your website, including, without limitation, ensuring that Your website does not contain libelous or objectionable material, and ensuring that all material on Your website is legal and does not infringe on the rights of any third party (including copyright or trademark rights) or the rights of any customer. Company is not responsible for any of these duties and You agree to defend, indemnify, and hold harmless Company, its directors, officers, employees and representatives from and against any and all claims, actions, causes of action, damages, injuries, expenses (including attorney's fees) relating to the development, operation, content and maintenance of Your website, including, without limitation, any breach of a customer's privacy rights or any unauthorized use by Your of Company's icon, logo and other images and materials relating to Company.

17. **NON-DISPARAGEMENT:** In the event that a dispute arises between the Parties, the Parties agree and accept that the only venue for resolving such a dispute shall be in the venue set forth hereinbelow. In the event of a dispute between the Parties, the Parties agree that they neither will

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engage in any conduct or communications, public or private, designed to disparage the other. This non-disparagement provision shall survive the termination or expiration of this Agreement.

18. **DISCLAIMER OF GUARANTEE:** Company makes no representations or guarantees verbally or in writing regarding performance of this Agreement other than those specifically enumerated herein. In addition, Company makes no representation that the operation of its website will be uninterrupted or error-free and we will not be liable for the consequences of any interruptions or errors. Company shall have no liability whatsoever for any claim relating to any Affiliate's inability to access the services and/or Affiliate Program properly or completely or for any claim related to any errors or omissions in the services. The Affiliate Program is provided as an "as is" and an "as available" basis. Company makes no guarantees or warranties on products, services, sale or trade situations whether express or implied. Company and its related entities disclaim the implied warranties of titles, merchantability, and fitness for a particular purpose. Company makes no guarantee or warranty that the Affiliate Program will meet user requirements, be error free, secure, uninterrupted, or timely.
19. **MODIFICATION OF AGREEMENT:** Company may modify this agreement at any time by posting a change on our website or notifying You by email. We may change any of the terms and conditions of this Agreement. Modifications may include, but are not limited to, changes in the referral commission structure, payment procedures, and Mathco Health Corporation Affiliate Program rules. If any modification is unacceptable to You, Your only recourse is to terminate this Agreement. Your continued participation in Mathco Health Corporation Affiliate Program following our posting of a change notice or new agreement via email or on our website will constitute binding acceptance of the change.
20. **COUNTERPARTS:** This Agreement may be executed in several counterparts, each of which shall constitute an original and all of which, when taken together, shall constitute one agreement.
21. **SEVERABILITY:** If any part or parts of this Agreement shall be held unenforceable for any reason, the remainder of this Agreement shall continue in full force and effect. If any provision of this Agreement is deemed invalid or unenforceable by any court of competent jurisdiction, and if limiting such provision would make the provision valid, then such provision shall be deemed to be construed as so limited.
22. **HEADINGS:** The headings for section herein are for convenience only and shall not affect the meaning of the provisions of this Agreement.
23. **ENTIRE AGREEMENT:** This Agreement constitutes the entire agreement between Company and Affiliate, and supersedes any prior understanding or representation of any kind preceding the date of this Agreement. There are no other promises, conditions, understandings or other agreements, whether oral or written, relating to the subject matter of this Agreement.
24. **CHOICE OF LAW/VENUE:** This Agreement shall be governed by and construed in accordance with the laws of the State of California without giving effect to any principles or conflicts of law. The parties hereto agree to submit any dispute or controversy arising out of or relating to this Agreement to arbitration in the state of California, pursuant to the rules of the American Arbitration Association, which arbitration shall be binding upon the parties and their successors in

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interest. The prevailing party is entitled to be reimbursed for all reasonable legal fees from the non-prevailing party in order to enforce the provisions of this Agreement.

25. **SURVIVABILITY:** The ownership, proprietary rights, confidentiality, and non-disparagement provisions and any provisions relating to payment of sums owed set forth in this Agreement, and any other provisions that by their sense and context the parties intend to have survive, shall survive the termination of this Agreement for any reason.

26. **OTHER TERMS:** Upon execution of This Agreement by signature below, the Parties agree that any individual, firm, company, associates, corporations, joint ventures, partnerships, divisions, subsidiaries, employees, companies, heirs, assigns, designees or consultants of which the signee is an company, officer, heir, successor, assign or designee is bound by the terms of this Agreement. By participating in Mathco Health Corporation Affiliate Program (as defined and conditioned above), Affiliate agrees to be bound by the terms of this Agreement. Should You do not agree with the terms of this Agreement, You must immediately disengage from the Website.

This Agreement is made effective as of the date first appearing above.

## MATHCO HEALTH CORPORATION

**Signature:** \_\_\_\_\_

**Name (Print):** \_\_\_\_\_

**Title:** \_\_\_\_\_

## AFFILIATE

**Signature:** \_\_\_\_\_

**Name (Print):** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Email:** \_\_\_\_\_

**Phone:** \_\_\_\_\_

**Web Domain:** \_\_\_\_\_