

# Affiliate Staff Agreement, Terms, and Conditions

## Introduction

This page defines the terms of the relationship between Core-22 LLC and Core-22 affiliates owners and their staff entering our affiliate program. You agreed to these terms before completing the affiliate registration process, and this document is available on your affiliate portal.

Core-22 LLC provides affiliates or affiliate organizations with an online weight loss solution (Product) that combines all the features necessary for consumers to lose and control their weight. The Product includes educational videos about the principles of weight loss and control, daily feedback messages that let users know what they are doing right or wrong each day, a social support system that provides accountability and motivation to keep users making progress, and nutritional supplements that work with our food plan to reduce hunger, reduce cravings, and boost cell activity (metabolism) to burn more fat.

The Core-22 affiliate program allows Affiliates to promote the Core-22 Product as the Affiliate's weight loss solution or the nutritional component of the organization's solution. When a consumer purchases using the Affiliate's core-22 custom web address, Core-22 delivers the program and supplements, and the Affiliate earns a sales commission. The Affiliate is encouraged to communicate and follow their users' progress through administration portals; however, this is optional.

We promote the Affiliate's organization to anyone using their core-22 program and to friends and family (supporters) following the user's progress. Web portals used to deliver the program will bear the Affiliate's name and logo in the header at the top of every page at the Affiliate's request. These portals also include an About Us page that provides information about the Affiliate, including contact information, hours of operation, amenities, features, services, photos, and special offers that the user or their supporters can download. This allows the Affiliate to promote its services to its members, patients, employees, insured, etc., and to the friends and family of users wherever they are and as far as the Affiliate's marketing programs and social networks reach.

### **The Affiliate Program Includes:**

#### ***A Branded Weight Loss Delivery Portal***

The portal is where users learn the 22 weight loss principles, interact with the daily feedback tool, and communicate with supporters. In addition, each page will include a custom header with your business logo and brand colors at your request.

#### ***Promotional About Us Page***

The delivery portal will include an About Us page with images and information about your organization. You control this page content, so you can change or delete images and edit text from your administrative portal.

***Affiliate URL***

The affiliate URL is a custom web address chosen by the Affiliate. Consumers will use this unique URL to purchase the program.

***Promotional Material***

We will provide the Affiliate with fifty postcard-like handouts with the Affiliate's custom URL printed on the back. However, the handout is not a mailable postcard. Instead, it is handed to potential dieters to promote a 10-minute video that explains how to lose weight without hunger. In addition, it describes the Core-22 program and how viewers can sign up with a money-back guarantee that allows them to view all the principles, download a food plan, and get their money back if they do not want to proceed and use the program to lose weight.

***Administrative Portal (Management)***

This portal allows an affiliate to register sales associates to promote the program and earn a portion of the sales commission. The portal will enable affiliates to view and print sales reports and success stories, edit the About Us page, communicate with users, and track their progress. In addition, the portal includes videos that explain the 22 principles and how the weight loss program works.

***Administrative Portal (Sales Associates)***

This portal allows sales associates to view presentations that explain the 22 principles and how the weight loss program works. It provides sales associates with a unique discount code that tracks their sales and provides a discount to potential consumers. In addition, it allows them to communicate and follow the progress of the users that sign up using their discount code.

***Support***

We will work with you and your sales associates to ensure you know how the program works, how to promote it to earn sales commissions, and how to use it to enhance your organization's primary functions. In addition, we will respond to user questions and reach out to them if and when they need additional help.

***Sales Commissions***

Affiliates earn a sales commission for each weight loss program sold when purchased with the Affiliate's unique web address during the agreement period. Affiliate owners can share their commissions with sales associates at their discretion.

Commissions will be displayed on the sales commission page of your staff portal and are subject to change from time to time with a 30-day notice.

Commissions are calculated at the end of each month and processed for payment within ten days. Commissions are paid directly to the Affiliate and the Affiliate's sales associates through Tipalti, a third-party accounts payable vendor. The Affiliate and their sales associates must provide Tipalti with the necessary data to perform the required

verifications (social security, delinquent child support, money laundering registry) before making deposits directly into the appropriate bank accounts. If Tipalti cannot process payment, they will notify the Affiliate or the Affiliate's sales associate. Commissions of less than \$50 will be deferred until they exceed \$50.

### ***Commissions End***

Sales commissions will stop if either party terminates the Agreement. Commissions will also stop if the Affiliate (or the Affiliate's sales staff) fails to generate any new program sales for three consecutive months.

### ***Claw backs***

Because we offer users a money-back guarantee, there may be times when the commission paid will be deducted (clawed back) from the Affiliate's next commission payment. Commission reports on the affiliate and sales staff portals will reflect any deductions.

### ***Year-End Tax Forms***

IRS form 1099 will be processed and delivered to the Affiliate and the Affiliate's sales associates whenever the total sales commission earned by an individual exceeds \$600 in a given year as required by law.

### ***Independent parties***

The Affiliate and their staff are independent contractors. This affiliate agreement does not constitute the parties' employment, agency, joint venture, or partnership. Core-22 LLC will not withhold taxes; provide workers' compensation or unemployment insurance coverage for affiliates or the Affiliate's registered sales associates. Affiliates may promote Core-22 as much or as little as they like, in the manner they choose, within the confines of the terms of this Affiliate Agreement. Core-22 LLC will not directly manage Affiliates or the Affiliate's sales associates or oversee their efforts to promote the Product.

### ***Notices***

Notices should be emailed to the principals of this affiliate agreement.

### ***Non-Disclosure, Non-Compete***

Affiliate acknowledges and agrees that in providing the Product, Core-22 LLC may disclose confidential, proprietary, trade secret information (the "Confidential Information") to the Affiliate. Confidential Information may include, but is not limited to; the Content delivered to users through the program, the web-based delivery of the program, computer programs, flowcharts, diagrams, manuals, schematics, development tools, specifications, design documents, marketing information, financial information or business plans.

During the period of this Agreement and for a period five years after that, the Affiliate agrees not to disclose any Confidential Information or any part thereof to any third party, except to the extent that such Confidential Information is or generally becomes available to

the public through no fault of the Affiliate, is rightfully received by Affiliate from a third party without limitation as to its use, or is independently developed by the Affiliate. Affiliates may disclose confidential information with the prior written consent of Core-22 LLC. At the termination of this Agreement, the Affiliate will return the Product and all other Confidential Information.

In consideration for the use of the Product and agreed upon commissions structure, the Affiliate agrees that at no time during the term of this Agreement or the Five (5) year period immediately following its termination will it attempt to develop, or assist any other business to establish, an online weight loss solution that closely approximates the Core-22 Product's information, features, principles, feedback system, social support system, and technical delivery systems.

### **Appropriate Use of Product**

Affiliate agrees not to duplicate, reproduce, translate, modify, copy, print out, disassemble, decompile the Product, combine it with any other products, tamper with the Product, reverse engineer or decompile, decode, decrypt, or in any other way disassemble Product or in any way derive source code from the Product except to the extent the enforcement of the preceding is deemed prohibited by applicable law.

The program should be delivered to users without alteration. It works because it provides only the information found to be critical to weight loss and weight control. Therefore, there is no need for an affiliate or sales associate to explain, alter, or expand upon the principles.

The program works because the supplements provided and the Core-22 food plan works together. The supplements we recommend offer the right combination of nutrients necessary to reduce hunger and cravings and burn the maximum amount of fat. Users of the program should refrain from using a supplement substitution or deviating from the food plan. Changing the program will likely reduce a user's chances of success and violate this licensing Agreement.

### **Use of the Core-22 Name and Logo**

The Affiliate is licensed to use the Core-22 LLC logo and other related names only in connection with the Affiliate's solicitation of sales and servicing of Core-22 LLC products during the agreement period. Any other use must be pre-approved by Core-22.

### **Agreement Period**

Affiliate shall have a non-exclusive, non-transferable agreement to use the Product until terminated by either party at the end of the month after notice to terminate is given. ***This Agreement will automatically terminate, without notice, if and when there are no direct sales by the Affiliate or the Affiliate's sales staff for three or more months.*** The Affiliate's obligations under the heading of "Non-Disclosure, Non-Compete" above shall survive the termination of this Agreement. Core-22 will pay all sales commissions earned on purchases made before the termination date. Purchases made after termination will not generate sales commissions for either the Affiliate or their sales associates.

### **Sales Staff Termination**

Suppose a staff member is no longer associated with or employed by the Affiliate. In that case, they will continue to earn sales commissions until Core-22 is notified and has ended their sales structure. Core-22 will pay all sales commissions earned before that change.

### **Core-22 LLC Warranties**

Core-22 LLC represents and warrants that it has the requisite right and legal authority to grant the Affiliate a license to use the Product and the Confidential Information as contemplated by this Agreement.

Core-22 LLC makes no other warranty, expressed or implied, concerning the Product or any additional confidential information. All other warranties, expressed or implied, are disclaimed, including, without limitation, the implied warranties of merchantability and fitness for a particular purpose.

### **Core-22 Websites**

Core-22 reserves the sole and complete discretion to modify core-22 websites. Core-22 further reserves the right to suspend websites for periodic maintenance, equipment malfunction, or causes beyond Core-22's control. Core-22 further reserves the right to terminate core-22 websites. The Affiliate's continued access to or use of the core-22 websites constitutes acceptance of such modifications. Core-22 shall not be liable to the Affiliate for any modification, suspension, or termination of the core-22 websites.

### **Privacy policy**

Core-22 LLC regularly reviews its compliance with this Privacy Policy. Any change shall be effective for anyone who has accepted core-22's Terms and Conditions.

### **Security and Website Access**

As a user of the Core-22 websites, you must guarantee they will not give their username or password to any other individual and will not log any other individual into their account. Further, users must certify that they will be the only person who views any material or interacts with web forms under their username and password.

### **Copyright Notice and limitations of Use**

All information, Content, and services within or provided through Core-22 websites are protected by copyright and other intellectual property laws. Core-22 LLC owns the Content. The Content is intended for the personal use of users of the Core-22 Service. You may not reproduce, sell, publish, distribute, modify, display, re-post, or otherwise use any portion of the Content in any other way or for any other purpose without the written consent of Core-22, LLC. Contact Core-22 with requests regarding the use of the Content for any purpose other than personal, non-commercial use. You acknowledge that the Content includes certain trademarks and service marks owned by Core-22 LLC and certain logotypes and trademarks owned by other providers. You agree not to copy, use or otherwise infringe upon these trademarks or service marks. You further agree that you will not alter or remove any trademark, copyright, or other notice from any copies of the Content.

## **Use of Your Personal Information**

Core-22 will use personal data to deliver the affiliate program, general correspondence, editorial and feedback purposes, statistical analysis of user behavior, product development, and content improvement or website customization. None of the information will be sold or shared.

## **Protection of a User's Personal Information**

We have implemented security features to prevent the unauthorized release of or access to a user's personal information. In addition, a variety of security measures maintain the safety of personal data.

- We use a secure server.
- We transmit all sensitive and credit information using Secure Socket Layer (SSL) technology.
- Data is encrypted into our payment gateway providers' database and is only accessible by those authorized with special access rights and must keep the information confidential.
- Core-22 staff members have limited access to sensitive material and have personal usernames and passwords to prevent unauthorized access.

## **Disclosure of Information to Outside Parties**

We will not give, sell, transfer, rent, or lease any personal information about you or your users to third parties without expressed permission unless to:

1. Respond to duly authorized information requests of police and governmental authorities.
2. Comply with any law, regulation, subpoena, or court order.
3. Help prevent fraud or to enforce or protect the rights and properties of Core-22 LLC, its subsidiaries, or affiliates.
4. Protect the personal safety of our employees and third parties on our property.

Notwithstanding the previous paragraph, we may permit trusted third parties to access personal information to the extent they need it to assist in Core-22 operations and agree to keep personal information confidential.

Please note that this policy applies only to the Core-22 website and not to other websites to which Core-22 may provide links. Core-22 encourages you to review the terms and conditions of use and the privacy policy of those sites before providing any personal or sensitive information. Affiliates agree with the practices described in this policy and, to the extent possible, will abide by the terms of these policies.

## **Children's Online Privacy Protection Act Compliance**

This website complies with the requirements of the Children's Online Privacy Protection Act. We do not collect information from anyone under thirteen (13) years of age.

This website and the products and services sold are all directed to people at least thirteen (13) years of age or older. Individuals under the age of 13 are permitted to purchase the Core-22 program with the supervision of a parent. In addition, a parent or guardian may sign up for the program and provide the program to their child under the parent's guidance and, at the parent's sole discretion, use the Core-22 program for the benefit of their child.

## **Applicable law and jurisdiction**

This Agreement shall be litigated under Maryland law within Ann Arundel County, Maryland courts.

## **Severability**

If any provision of this Agreement is determined to be invalid or unenforceable, the meaning of that provision shall be construed, to the extent feasible, to render it enforceable. If no such interpretation is practical, it shall be severed from the remainder of this Agreement, which shall remain in full force and effect.

## **Miscellaneous**

A failure to enforce any provision of this Agreement will not be considered a waiver of that breach, any prior breach, or any succeeding breach of the same or similar nature. The provisions of this Agreement cannot be waived or altered in whole or in part except in writing and signed by duly authorized representatives of both parties.

## **No Assignment**

The Affiliate may not assign this Agreement without the prior written consent of Core-22 LLC. This Agreement shall be binding upon and inure to the benefit of the parties and their respective administrators, successors, and assigns.

## **Headings**

Headings in this Agreement are provided for convenience only and shall not be used to construe meaning or intent.

## **Final Agreement**

This Agreement terminates and supersedes all prior understandings or agreements on the subject matter. From time to time, Core-22 may modify this Agreement and post an updated copy on the Affiliate portal. The Affiliate will deem it acceptable if they do not reject it in writing within thirty days.

## **Contacting Core-22**

If you have questions regarding this Affiliate Agreement, don't hesitate to contact us using the information below.

Website: Core-22.com, Email: Support@core-22.com

Business legal address: Dr. Richard Schmitt, 3431 Monarch Drive, Edgewater, MD 21037