

Regenerative Nutrition Affiliate Agreement

You are subject to these terms because you wish to include certain materials promoting Regenerative Nutrition, and to include a link to Regenerative Nutrition's website within those materials on your website or social media/blog site;

By clicking "register" to open and confirm your account you are agreeing to the following:

1. Promotional Materials.

Regenerative Nutrition shall make available to you certain banner advertisements, button links, text links, and/or other graphic or textual material for display and use on your website (the "Promotional Materials"). you shall display the Promotional Materials on your website prominently and as you see fit, provided that the manner of display shall be subject to the terms and conditions of this Agreement. You shall also include a link from the Promotional Materials to Regenerative Nutrition's website, as specified by Regenerative Nutrition.

2. Use of Promotional Materials.

Your use and display of the Promotional Materials on your site shall conform to the following terms, conditions and specifications:

- a. You may not use any graphic, textual or other materials to promote Regenerative Nutrition's website, products or services other than the Promotional Materials, unless Regenerative Nutrition agrees to such other materials in writing prior to their display.
- b. You may only use the Promotional Materials for the purpose of promoting Regenerative Nutrition's website (and the products and services available thereon), and for linking to Regenerative Nutrition's website.
- c. You will not alter, add to, subtract from, or otherwise modify the Promotional Materials as they are prepared by Regenerative Nutrition. If you wishes to alter or otherwise modify the Promotional Materials, you must obtain prior written consent from Regenerative Nutrition for such alteration or modification.
- d. The Promotional Materials will be used to link only to Regenerative Nutrition's website, to the specific page and address as specified by Regenerative Nutrition.

3. License.

Regenerative Nutrition hereby grants to you a nonexclusive, nontransferable license (the "License") to use the Promotional Materials as specified under the terms and conditions of this Agreement. The term of the License shall expire upon the expiration or termination of this Agreement.

4. Intellectual Property.

Regenerative Nutrition retains all rights, 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 you any rights, ownership or interest in the Promotional Materials, or in the underlying intellectual property, other than the rights to use the Promotional Materials granted under the License, as set forth in Section 3.

5. Relationship of Parties.

This Agreement shall not be construed to create any employment relationship, agency relationship, or partnership between Regenerative Nutrition and you. You shall provide services for Regenerative Nutrition as an independent contractor. you shall have no authority to bind Regenerative Nutrition into any agreement, nor shall you be considered to be an agent of Regenerative Nutrition in any respect.

6. Commissions.

- a. In exchange for your display of the Promotional Materials, and for your compliance with and performance of the terms and conditions of this Agreement, Regenerative Nutrition shall pay to you a commission (the "Commission") in the amount of a percentage of product sold to a user that accesses Regenerative Nutrition's website through a link on you's website. The current percentage posted is 10% cash value **or** 15% credit. This percentage is subject to change by Regenerative Nutrition at any time. Notification to you of any change in commission percentage will be given by Regenerative Nutrition at the email address on hand for the you. Commission will be based on purchases made by a user that has been forwarded from your website.
- b. Regenerative Nutrition shall keep accurate and up-to-date records of the data used to determine the total amount of Commissions owed to you. you shall be given reasonable access to these records upon request, and is available through the affiliates area on your member page. Any discrepancy between the amount of Commissions owed according to these records, and the actual amount of Commissions paid to you in any period or periods shall be rectified by Regenerative Nutrition within 14 days of discovering such discrepancy.
- c. Cash value payment commissions are held for a period of **2 months** from any purchase to protect Regenerative Nutrition in the event of any chargeback that may occur. Regenerative Nutrition shall pay all commissions accrued and payable to you within 7 days of the first day of each month (the "Commission Payment Date"). If on any Commission Payment Date, the amount of total Commissions accrued and payable to you is less than £25.00, then such accrued and payable balance shall be held over to the following month, and paid together with the Commissions due for that month. If at any time, the balance of accrued and payable Commissions is held over for 2 consecutive months, then Regenerative Nutrition shall pay all accrued and payable Commissions to you in the third month, regardless of the total amount owed. Cash value payment (10%) is made via your PayPal account. Credit (15%) is added to your account monthly, on the Commission Payment Date, regardless of the total.
- d. In the event that you materially breach this Agreement and Regenerative Nutrition terminates this Agreement within 30 days of such breach, then any accrued and payable Commissions owing to you shall be forfeited, and Regenerative Nutrition shall not be obligated to pay such Commissions to you.

7. Your Confirmation and Warranty.

You confirm and warranty the following:

- a. you have the legal authority to enter into this Agreement and to be bound to the promises, covenants, and other duties set forth in this Agreement.
- b. your 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. you have obtained any necessary clearances, licenses, or other permission for any intellectual property used on your website. Nothing on your 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 you have any reason to believe that any person or entity will bring or threaten such a claim in the future.

d. you will not use the Promotional Materials in any manner other than those set forth in Section 2 above.

e. you will not make any claim to ownership of the Promotional Materials, or of the copyright, trademark, or other intellectual property therein.

f. you will not publish or otherwise distribute any advertising materials for your website that reference Regenerative Nutrition or Regenerative Nutrition's website unless Regenerative Nutrition gives prior written consent to the distribution of such materials. you will not use Regenerative Nutrition's name (or any name that is confusingly similar to Regenerative Nutrition's name) for any purpose on its website, in its promotional materials, or in any other context except to promote Regenerative Nutrition's website as specified in this Agreement. you will not register any domain name that incorporates Regenerative Nutrition's name, or that is confusingly similar to Regenerative Nutrition's name.

g. you will not engage in the distribution of any unsolicited bulk emails (spam) in any way mentioning or referencing Regenerative Nutrition or Regenerative Nutrition's website.

8. Indemnity

You shall indemnify Regenerative Nutrition and hold harmless Regenerative Nutrition from any claim, damage, lawsuit, action, complaint, or other costs arising out of any breach of your warranties set forth in Section 7 above. you shall also indemnify and hold harmless Regenerative Nutrition for any damage, loss or other cost arising out of the use or misuse by you of the Promotional Materials.

9. Confidentiality.

Any information that you are exposed to by virtue of your relationship with Regenerative Nutrition under this Agreement, which information is not available to the general public, shall be considered to be "Confidential Regenerative Nutrition Information." you may not disclose any Confidential Regenerative Nutrition Information to any person or entity, except where compelled by law, unless you obtains prior written consent for such disclosure from Regenerative Nutrition.

10. Term.

a. This Agreement shall take effect immediately, and shall remain in full force and effect indefinitely, or until terminated pursuant to this Section 10.

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 30 days prior to the intended date of termination.

11. Taxes.

Regenerative Nutrition shall not be responsible for any taxes owed by you arising out of your relationship with Regenerative Nutrition as set forth in this Agreement. Regenerative Nutrition shall not withhold any taxes from the Commissions paid to you.

12. Limitation of Liability.

Regenerative Nutrition shall not be liable for any loss of profits or costs, or for any direct, indirect, special, incidental or consequential damages, including costs associated with the procurement of substitute goods or services (whether Regenerative Nutrition was or should have been aware or advised of the possibility of such damage), 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.

13. 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.

14. 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.

15. Headings.

The headings for section herein are for convenience only and shall not affect the meaning of the provisions of this Agreement.

16. Entire Agreement.

This Agreement constitutes the entire agreement between Regenerative Nutrition and you, 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.