

WELLNESS QUEST, LLC

Affiliate Agreement

This Agreement contains the complete terms and conditions that apply to your participation in the Wellness Quest, LLC and WellnessQuest.org Affiliate Program (the "Program"). As used in this Agreement, "we", "us", and "our" means Wellness Quest, LLC – and "you" or "your" refers to the person or entity participating as an affiliate in the program. "Site" means a World Wide Web site and, depending on the context, refers either to the WellnessQuest.org web site or to any site that you will link to our site (and which you identify in your Program application).

By submitting your Affiliate Application, and participating in the Affiliate Program, you are confirming that you have read this Agreement and you agree to be bound by the following terms and conditions:

1. Enrollment in the Program

To begin the enrollment process, submit a complete Affiliate Program application. We will evaluate your application in good faith and will notify you of your acceptance or rejection. We may reject your application if we determine (in our sole discretion) that your site is unsuitable for the Program. Unsuitable sites include, but are not limited to, those that:

- Promote sexually explicit materials
- Promote violence
- Promote discrimination based on race, sex, religion, nationality, disability, sexual orientation, or age
- Promote illegal activities
- Otherwise violate intellectual property rights
- Engage in Unsolicited Bulk Emailing (also known as spam)

By participating in the Program you agree that you will not engage in any such activities. If we reject your application, you are welcome to reapply to the Program at any time. You should also note that if we accept your application and later determine (in our sole discretion) your site to be unsuitable for the Program, we may terminate this Agreement. Our acceptance criteria are subject to change at any time without prior notice.

Before participating, you must submit a completed accurate IRS form W-9 to us referencing the name and tax ID# of the Affiliate to which referral fees will be paid. You will not be paid referral fees without submitting the W-9.

2. Links on Your Site

After your application has been accepted into the Program, we will make available to you applicable product data, banners, text links, shipping information, pricing and product images via the WellnessQuest.org website. We retain the right, in our sole discretion, to monitor your site at any time and from time to time to determine if you are in compliance with the terms of this Agreement. If you choose to display graphic images we provide, you will display those graphics in the form and appearance provided without alteration.

You acknowledge that, by participating in the Affiliates Program and placing any of the above links within your site, Wellness Quest, LLC may receive information from or about visitors to your site. Your participation in the WellnessQuest, LLC program constitutes your specific and unconditional consent to and authorization for Wellness Quest, LLC's use of such information, consistent with the policies and procedures set forth in Wellness Quest, LLC's Privacy Notice.

In addition, you acknowledge that we may monitor your site for the purpose of ensuring the quality and reliability of Special Links on your site (for example, to detect links that are broken or non-functional, links to products that are out of stock or otherwise unavailable, etc.).

Your site will not, in any way, copy or resemble the design of our site, nor will your site falsely create the impression that your site is our site or is part of our site.

Further you agree that you will: (a) not sell, redistribute, sublicense or transfer any Wellness Quest content; and (b) promptly delete any Wellness Quest content that is no longer displayed on the WellnessQuest.org site or that we notify you should be removed from your site.

3. Order Processing, Fulfillment Reporting

We will process Product orders placed by customers who follow Special Links from your site to our site. We reserve the right to reject orders that do not comply with any requirements that we may establish periodically. We will be responsible for all aspects of order processing and fulfillment. Among other things, we will prepare order forms, process payments, cancellations, and returns, and handle customer service. We will track sales made to customers who purchase Products by using Special Links from your site to our site and will make available to you reports summarizing this sales activity. The form, content, and frequency of the reports may vary from time to time in our discretion.

4. Referral Fees

We will pay you referral fees on Product sales made on our Site. For a Product sale to be eligible to earn a referral fee, the customer must click-through a Special Link from your site to our site, create a customer profile, and add the Product to his or her shopping cart in a single session. In addition, we will pay you a referral fee for all subsequent Product purchases made by customer profiles created in sessions originating from the Special Link from your site. We will only pay referral fees on such Products after order, payment and shipping have occurred.

We reserve the right to implement and/or change minimum sales volume requirements in order for you to remain in Active Affiliate Status in order to qualify for referral fees. Minimum sales volumes required to retain active Affiliate status will be posted on our website.

Referral fees will not be paid for sales to existing customer profiles that have a previously established referral relationship with another affiliate.

In addition, you may not: (a) in any way modify, redirect, suppress, or substitute the operation of any button, link, or other interactive feature of our site; (b) take any action that could reasonably cause any customer confusion as to our relationship with you, or as to the site on which any functions or transactions (e.g., search, order, browse, and so on) are occurring; (c) attempt to intercept or re-direct (including, without limitation, via user-installed software) traffic from or on, or divert referral fees from, any web site that participates in the Program; or (d) seek to purchase or register any keywords, search terms or other identifiers that include the words “Wellness Quest, LLC”, “Wellness Quest.org”, “New Eden”, or variations thereof for use in any search engine, portal, sponsored advertising service or other search or referral service. If we determine, in our sole discretion, that you have engaged in any of the foregoing activities, we may (without limiting any other rights or remedies available to us) withhold any referral fees otherwise payable to you under this Agreement and/or terminate this Agreement.

5. Referral Fee Schedule

You will earn referral fees based on Qualifying Revenues according to referral fee schedules to be established by us from time to time. “Qualifying Revenues” are revenues derived by us from sales of our Products, excluding shipping charges. For Qualifying Products sold to customer profiles created through Special Links on your site you will earn (subject to the other terms of the Agreement) referral fees as posted in our Referral Fee Schedule.

For a sale to result in a referral fee, the customer must

- Use a browser that has its cookie setting enabled
- Follow a qualifying link, as specified by us, from your site to our site
- Purchase the product using our online ordering system
- Accept delivery of the Product at the shipping destination, and
- Remit full payment to us

Referral fees are paid on the Net Price according to our fee schedule and exclude amounts for taxes, shipping, handling, credit card fraud, and bad debt, or invalid name and address information, or returns.

We reserve the right to change the terms of our referral fee schedule at any time. Such changes, if any, will become effective as of the date they are posted to our website whether within the terms of this Agreement or in another section of the website. All referral fees due up to the date of change will be paid according to the schedule that was in effect up to that date.

6. Referral Fee Payment

We will pay you referral fees on a monthly basis. Approximately 30 days following the end of each month, we will send you a check for the referral fees earned. We will accrue and withhold referral fees until the total amount due is at least \$50.00. We reserve the right to impose a minimum sales volume requirement to maintain active affiliate status. We reserve the right to withhold payment pending an investigation of suspected fraud or misrepresentation for orders or referrals.

7. Policies and Pricing

Customers who buy products through this Program will be deemed to be customers of Wellness Quest, LLC without affecting their status as your customers. Accordingly, all Wellness Quest, LLC rules, policies, and operating procedures concerning customer orders, customer service, and product sales will apply to those customers. We may change our policies and operating procedures at anytime. For example, we will determine the prices to be charged for products sold under this Program in accordance with our own pricing policies. Product prices and availability may vary from time to time. We will use commercially reasonable efforts to present accurate information, but we cannot guarantee the availability or price of any particular product.

8. Limited License

We grant you a non-exclusive, revocable right to use the Wellness Quest graphic images and text and such other text or images for which we grant express permission solely for the purpose of identifying your site as a Program participant and to assist in generating Product sales. We reserve all of our rights in the

graphic image and text, any other images, our trade names and trademarks, and all other intellectual property rights. We may revoke your license at any time by giving you written notice.

9. Responsibility for Your Site

You will be solely responsible for the development, operation, and maintenance of your site and for all materials that appear on your site. This includes:

- The technical operation of your site and all related equipment
- Creating and posting Product descriptions on your site and linking those descriptions to our site
- The accuracy and appropriateness of materials posted on your site (including, among other things, all Product related materials)
- Ensuring that materials posted on your site do not violate or infringe upon the rights of any third party (including, for example, copyrights, trademarks, privacy, or other personal or proprietary rights)
- Ensuring that materials posted on your site are not libelous or otherwise illegal

We disclaim all liability for these matters. Further, you will indemnify and hold us harmless from all claims, damages, and expenses (including, without limitation, attorneys' fees) relating to the development, operation, maintenance, and contents of your site.

10. Term of the Agreement

The term of this Agreement will begin upon our acceptance of your Program application and will end when terminated by either party. Either you or we may terminate this Agreement at any time, with or without cause, by giving the other party written notice of termination. Notice by email to your address in our records is considered sufficient notice to terminate this Agreement. Upon the termination of this Agreement for any reason, you will immediately cease use of, and remove from your site, all links to our site, and all Wellness Quest, LLC trademarks, trade dress, and logos, and all other materials provided by or on behalf of us to you pursuant hereto or in connection with the Program. You are eligible to earn referral fees only on sales of Products that occur during the term, and referral fees earned through the date of termination will remain payable only if the related orders are not canceled or returned and so long as all other terms of this Agreement have been complied with. We may withhold your final payment for a reasonable time to ensure that the correct amount is paid.

11. Modification

We may modify any of the terms and conditions contained in this Agreement, at any time and in our sole discretion, by posting a change notice or a new

agreement on our site. Modifications may include, for example, changes in the scope of available referral fees, referral fee schedules, payment procedures, and Program rules.

12. Relationship of Parties

You and we are independent contractors, and nothing in this Agreement will create any partnership, joint venture, agency, franchise, sales representative, or employment relationship between the parties. You will have no authority to make or accept any offers or representations on our behalf. You will not make any statement, whether on your site or otherwise, that reasonably would contradict anything in this Section.

You are solely responsible for any and all tax obligations to all taxing authorities arising from payment of any referral fees paid to you.

13. Limitation of Liability

We will not be liable for indirect, special, or consequential damages (or any loss of revenue, profits, or data) arising in connection with this Agreement or the Program, even if we have been advised of the possibility of such damages. Further, our aggregate liability arising with respect to this Agreement and the Program will not exceed the total referral fees paid or payable to you under this Agreement.

14. Disclaimers

We make no express or implied warranties or representations with respect to the Program or any products sold through the Program (including, without limitation, warranties of fitness, merchantability, non-infringement, or any implied warranties arising out of a course of performance, dealing, or trade usage). In addition, we make no representation that the operation of our site will be uninterrupted or error-free, and we will not be liable for the consequences of any interruptions or errors.

15. Arbitration

Any dispute relating in any way to this Agreement or any transactions or activities under this Agreement or your relationship with us or any of our affiliates shall be submitted to confidential arbitration in Dallas, Texas, except that, to the extent you have in any manner violated or threatened to violate our intellectual property rights, we may seek injunctive or other appropriate relief in any state or federal court in the state of Texas (and you consent to non-exclusive jurisdiction and venue in such courts) or any other court of competent jurisdiction.

16. Miscellaneous

This Agreement will be governed by the laws of the United States and the state of Texas, without reference to rules governing choice of laws. You may not assign this Agreement, by operation of law or otherwise, without our prior written consent. Subject to that restriction, this Agreement will be binding on, inure to the benefit of, and be enforceable against the parties and their respective successors and assigns. Our failure to enforce your strict performance of any provision of this Agreement will not constitute a waiver of our right to subsequently enforce such provision or any other provision of this Agreement.

The provisions of this Agreement are independent of and separate from each other and no provision will be affected or rendered invalid or unenforceable by virtue of the fact that for any reason any other provision may be deemed invalid or unenforceable in whole or in part.

THIS IS A LEGAL AGREEMENT BETWEEN YOU AND WELLNESS QUEST, LLC. BY CLICKING ON THE "SUBMIT" BUTTON AT THE END OF THE AFFILIATE ONLINE APPLICATION, YOU AGREE TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT. PLEASE READ THIS ENTIRE AGREEMENT CAREFULLY BEFORE ACCEPTING ITS TERMS. YOU UNDERSTAND THAT WE MAY AT ANY TIME (DIRECTLY OR INDIRECTLY) SOLICIT CUSTOMER REFERRALS ON TERMS THAT MAY DIFFER FROM THOSE CONTAINED IN THIS AGREEMENT OR OPERATE WEB SITES THAT ARE SIMILAR TO OR COMPETITIVE WITH YOUR WEBSITE. YOU HAVE INDEPENDENTLY EVALUATED THE DESIRABILITY OF PARTICIPATING IN THE AFFILATE PROGRAM AND ARE NOT RELYING ON ANY REPRESENTATION, GUARANTEE, OR STATEMENT OTHER THAN AS SET FORTH IN THIS AGREEMENT.