



Affiliate Agreement

This Agreement contains the complete terms and conditions that apply to your acceptance of your Master Affiliate's invitation and your participation as an Affiliate of the Path of Purity Affiliate Marketing Program (AMP). Upon execution of your Affiliate Agreement and receipt of completed W-9, Path of Purity will provide log in access to your Affiliate Back Office / Portal with exclusive hypertext links and QR Codes for "invitation" of other Affiliates to join said marketing program, as well as links and codes for direct sales and distribution of the Path of Purity products to your patients, clients, and or others using your exclusive Path of Purity Affiliate ID.

1. Définitions

As used in this Agreement, "we", "us", "PoP" and or "pathofpurity.com" refers to Path of Purity, LLC a Nevada Limited Liability Corporation, and "you", "your" or "Affiliate" refers to the affiliate and or affiliate's direct sales team.

"Affiliate Marketing Program" means the program managed by or on behalf of PoP by which participating entities place links on their website, email, and or social media account/s that connect to the pathofpurity.com website to generate sales, for which a referral fee is earned.

The terms "Qualifying Purchase", "purchase", "sale" or "Affiliate sale" used in this Agreement mean a PoP product purchased by users during a visit to pathofpurity.com following the navigation from affiliate via hypertext link from you or direct from pathofpurity.com using your Affiliate Code / ID under this Affiliate Marketing Agreement.

The terms "direct sales commission" or "referral sales commission" used in this Agreement mean moneys duly earned by and payable to you for Qualifying Purchases made at PoP.com under the terms of this Agreement and the Affiliate Marketing Program, by users under your Affiliate Code / ID and or your Direct Referral Sales Team.

"\$", "dollar" or "dollars" mean US Dollars.

2. Term of The Agreement

The term of this Agreement (the "Term") will begin upon your acceptance of our invitation to enroll as a Affiliate at pathofpurity.com in the PoP Affiliate Marketing Program. The initial term of said agreement shall be for a period of three (3) years from said acceptance unless terminated per section 9 and shall automatically renew for successive one (1) year terms unless either Party

gives thirty (30) days written notice to the other that it intends not to renew the Agreement at the end of the current term.

3. Affiliate Invitation and Acceptance

Upon receipt of your Invitation and agreement to become a Affiliate of the Affiliate Marketing Program of PoP, you agree to comply and to assist the Affiliates within your genealogy to comply with the terms and conditions of this Agreement at all times, including any applicable Program Policies.

4. Valid Commissionable Sales Transactions

4.1 Eligibility

The Affiliate shall be eligible for Commission if (i) an Affiliate Lead is accepted and valid in accordance with the 'Acceptance and Validity' section, and (ii) a Customer Transaction has occurred and (iii) the Customer Transaction remain in effect and free from applicable charge-backs from Merchant Services, etc/.

You are not eligible to receive Commission or any other compensation from us based on transactions for Other Products or if: (i) such compensation is disallowed or limited by federal, state or local law or regulation in the United States or the laws or regulations of your jurisdiction; or (ii) the applicable Customer objects to or prohibits such compensation or excludes such compensation from its payments to us or Path of Purity Affiliates; or (iii) the Customer has paid or will pay such commissions, referral fees, or other compensation directly to you, or (iv) the Commission payment has been obtained by fraudulent means, misuse of the Affiliate Link, in violation of any Affiliate Program Policies that we make available to you, misuse of the Affiliate Tool or by any other means that we deem to breach the spirit of the Marketing Affiliate Program, or (v) the Customer participates in any of our partner programs, including our Agency Partner Program, Sales Referral Partner Program or Sales Solutions Partner Program and is eligible to receive commission in relation to the Customer Transaction under any of these programs. If at any point you are eligible to receive a revenue share payment under the Sales Solutions Partner Program Agreement, Sales Referral Program Agreement or Agency Partner Program Agreement that payment amount will not change based on your participation in the Affiliate Program. For example, you will not be able to receive the Commission set out in this Agreement on any Partner Transaction that was completed whilst participating as a partner in the Sales Referral Partner Program (as defined in the Sales Referral Partner Program Agreement). In competitive situations with other affiliates, we may elect to provide the Commission to the affiliate that we deem to be the most eligible for Commission, at our discretion. We may discontinue Commission payments should any of the eligibility criteria set forth in this subsection fail to be met at any time.

4.2 Acceptance and Validity.

You will only be eligible for a Commission payment for any Customer Transactions that derived from Affiliate Leads generated by the Affiliate Link that we make available to you and are accepted by Path of Purity. An Affiliate Lead will be considered valid and accepted if, in our reasonable determination: (i) it is a new potential customer of ours, and (ii) is not, at the time of submission or sixty (60) days prior, one of our pre-existing customers, or involved in our active sales process. Notwithstanding the foregoing, we may choose not to accept an Affiliate Lead in our reasonable discretion.

5. Commissions.

See Exhibit A for Commissions and Wholesale Pricing Schedule.

5.1 Requirements for Payment; Forfeiture.

In order to receive payment under this Agreement, you must have: (i) agreed to the terms of this Agreement (generally completed through the Affiliate Tool); (ii) completed all steps necessary to create your account in the Affiliate Tool in accordance with our directions, (iii) have a valid and up-to-date AC/ Checking Account and updated the Affiliate Tool with such account (iv) completed any and all required tax documentation in order for Path of Purity to process any payments that may be owed to you.

Notwithstanding the foregoing or anything to the contrary in this Agreement, if any of the requirements set forth in section 5.1(i-iv) remain outstanding for six (6) months immediately following the close of a Customer Transaction, then your right to receive Commission arising from any and all Customer Transactions with the associated Customer will be forever forfeited (each, a "Forfeited Transaction"). We will have no obligation to pay you Commission associated with a Forfeited Transaction. Once you comply with all of the requirements in section 5.1(i-iv), then you will be eligible to receive Commission on Customer Transactions, as long as these Customer Transactions do not involve the same Customer associated with a Forfeited Transaction.

5.2 Commission Payment.

Sales Commissions / Fees due to Affiliates will be paid via ACH to Affiliates on or about the 15th of each month for all sales from previous month.

No payment will be made to Affiliate for sales that result in refunds or returns and, at its own discretion, PoP may elect to withhold payment for a reasonable time to ensure against cancellations or refunds.

Payments shall be made in US Dollars to an account as nominated by the Affiliate in the name of the party and address provided by Affiliate. As an Independent Contractor Affiliate shall be responsible for all taxes associated with the receipt of any payments

5.3 Taxes.

You are responsible for payment of all taxes applicable to resale and or the Commissions.

6. Trademarks

Affiliate grants PoP a nonexclusive, nontransferable, royalty-free right to use and display your trademarks, service marks and logos (“Affiliate Marks”) in connection with the Affiliate Program and this Agreement.

During the term of this Agreement, in the event that PoP makes its trademark available to Affiliate within the Affiliate Tool, Affiliate may use PoP's trademark as long as Affiliate follows the usage requirements in this section. Affiliate must: (i) only use the images of PoP's trademark that PoP makes available to Affiliate, without altering them in any way; and (ii) only use PoP trademarks in connection with the Affiliate Program and this Agreement; and (iii) immediately comply if PoP requests that Affiliate discontinues use. Affiliate must not: (i) use PoP's trademark in a misleading or disparaging way and (ii) must not use PoP's trademark in a way that implies Pop endorses, sponsors or approves of Affiliate's services or products; and (iii) must not use PoP's trademark in violation of applicable law or in connection with an obscene, indecent, or unlawful topic or material.

7. Confidentiality

As used herein, “Confidential Information” means all confidential information disclosed by a party (“Disclosing Party”) to the other party (“Receiving Party”), (i) whether orally or in writing, that is designated as confidential, and (ii) Path of Purity customer and prospect information, whether or not otherwise designated as confidential. Confidential Information does not include any information that (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party or (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party. The Receiving Party shall: (i) protect the confidentiality of the Confidential Information of the Disclosing Party using the same degree of care that it uses with its own confidential information, but in no event less than reasonable care, (ii) not use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement, (iii) not disclose Confidential Information of the Disclosing Party to any third party, and (iv) limit access to Confidential Information of the Disclosing Party to its employees, contractors and agents. The Receiving Party may disclose Confidential Information of the Disclosing Party if required to do so under any federal, state, or local law, statute, rule or regulation, subpoena or legal process.

8. Opt Out and Unsubscribing

Affiliate will comply promptly with all opt out, unsubscribe, "do not call" and "do not send" requests. For the duration of this Agreement, Affiliate will establish and maintain systems and procedures appropriate to effectuate all opt out, unsubscribe, "do not call" and "do not send" requests.

9. Term and Termination

9.1. Term.

This Agreement will apply for three years or 30 days after receiving termination notice whichever is sooner

9.2 Termination Without Cause.

Either Party may terminate this Agreement on thirty (30) days written notice to the other party.

9.3 Termination for Agreement Changes. If we update or replace the terms of this Agreement, you may terminate this Agreement on five (5) days written notice to us, provided that you send us written notice within ten (10) days after we send you notice of the change.

9.4 Termination for Cause.

PoP may terminate this Agreement: (i) upon thirty (30) days' notice to Affiliate of a material breach if such breach remains uncured at the expiration of such period, or (ii) upon fifteen (15) days notice to you of non-payment of any amount due to us if such amount remains unpaid at the expiration of such period, or (iii) immediately, if Affiliate becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors, or (iv) immediately, if Affiliate breaches the terms applicable to Affiliate's subscription with PoP us (if you have one), including if you default on your payment obligations to us or our affiliate, or (v) immediately, if we determine that Affiliate is acting, or has acted, in a way that has or may negatively reflect on or affect PoP, its prospects, or its customers.

9.5 Effects of Expiration / Termination.

If the agreement is terminated without cause by PoP or by Affiliate with cause, it shall not affect the obligation to pay Affiliate a Commission, so long as the related payment by the Customer Transaction is recognized by PoP within thirty (30) days after the date of such termination or expiration and provided that in no event shall Affiliate be entitled to payment of Commission under this Agreement if affiliate is eligible to receive a revenue share payment under the Sales Solution Program Agreement, Sales Referral Program Agreement or Agency Partner Program Agreement. Pop will not pay Affiliate fees on Customer Transactions recognized by Pop after thirty (30) days after the date of such termination or expiration set out above. Provided however,

in the event of termination without cause by you, or for cause by us, our obligation to pay and your right to receive any Commission will terminate upon the date of such termination, regardless of whether you would have otherwise been eligible to receive Commission prior to the date of termination. Except as expressly set forth in this section, you are not eligible to receive a Commission payment after expiration or termination of this Agreement. Upon termination or expiration, you will discontinue all use of and delete the Affiliate Tool that we make available to you for your participation in the Affiliate Program. Upon termination or expiration, an Affiliate Lead is not considered valid, and we may choose to maintain it in our database and engage with such a prospect.

Upon termination or expiration, Affiliate will immediately discontinue all use of PoP's trademark and references to this Affiliate Program from Affiliate's website(s) and other collateral. For the avoidance of doubt, termination or expiration of this Agreement shall not cause a Customer's subscription agreement to be terminated.

10. Affiliate Representations and Warranties

Affiliate represents and warrants that: (i) Affiliate has all sufficient rights and permissions to participate in the Affiliate Program and to provision Path of Purity with Affiliate Lead's for our use in sales and marketing efforts or as otherwise set forth in this Agreement, (ii) Affiliate's participation in this Affiliate Program will not conflict with any of your existing agreements or arrangements; and (iii) Affiliate owns or has sufficient rights to use and to grant to us our right to use the Affiliate Marks.

Affiliate further represents and warrants that: (i) it will ensure that Affiliate is compliant with any trade or regulatory requirements that may apply to your participation in the Affiliate Program (for example, by clearly stating you are a Path of Purity Affiliate on any website(s) you own where you make an Affiliate Link available); (ii) you will accurately provide in the Affiliate Tool all websites and domains you own where you intend to use Affiliate Links to generate Affiliate Leads; (iii) you will not purchase ads that direct to your site(s) or through an Affiliate Link that could be considered as competing with Path of Purity's own advertising, including, but not limited to, our branded keywords; (iv) you will not participate in cookie stuffing or pop-ups, false or misleading links are strictly prohibited; (v) you will not attempt to mask the referring URL information; (vi) you will not use your own Affiliate Link to purchase Path of Purity products for yourself.

11. Indemnification

PoP will indemnify and hold you harmless, regarding claims that PoP makes regarding the validity of the product in terms of the ingredients, purity levels and product contents.

You will indemnify, defend and hold us harmless, at your expense, against any third-party claim, suit, action, or proceeding (each, an "Action") brought against us (and our officers, directors,

employees, agents, service providers, licensors, and affiliates) by a third party not affiliated with us to the extent that such Action is based upon or arises out of (a) your participation in the Affiliate Program, (b) our use of the prospect data you provided us, (c) your noncompliance with or breach of this Agreement, (d) your use of the Affiliate Tool, or (e) our use of the Affiliate Marks. We will: notify you in writing within thirty (30) days of our becoming aware of any such claim; give you sole control of the defense or settlement of such a claim; and provide you (at your expense) with any and all information and assistance reasonably requested by you to handle the defense or settlement of the claim. You shall not accept any settlement that (i) imposes an obligation on us; (ii) requires us to make an admission; or (iii) imposes liability not covered by these indemnifications or places restrictions on us without our prior written consent.

12. Disclaimers; Limitations of Liability

a. Disclaimer of Warranties. WE AND OUR AFFILIATED COMPANIES AND AGENTS MAKE NO REPRESENTATIONS OR WARRANTIES ABOUT THE SUITABILITY, RELIABILITY, AVAILABILITY, TIMELINESS, SECURITY OR ACCURACY OF THE PATH OF PURITY PRODUCTS, PATH OF PURITY CONTENT, THE AFFILIATE PROGRAM OR THE AFFILIATE TOOL FOR ANY PURPOSE. APPLICATION PROGRAMMING INTERFACES (APIs) AND THE AFFILIATE TOOL MAY NOT BE AVAILABLE AT ALL TIMES. TO THE EXTENT PERMITTED BY LAW, THE PATH OF PURITY PRODUCTS AND AFFILIATE TOOL ARE PROVIDED "AS IS" WITHOUT WARRANTY OR CONDITION OF ANY KIND. WE DISCLAIM ALL WARRANTIES AND CONDITIONS OF ANY KIND WITH REGARD TO THE PATH OF PURITY PRODUCTS AND THE AFFILIATE TOOL INCLUDING ALL IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT.

b. No Indirect Damages. TO THE EXTENT PERMITTED BY LAW, IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY INDIRECT, PUNITIVE, OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS OR BUSINESS OPPORTUNITIES.

c. Limitation of Liability. IF, NOTWITHSTANDING THE OTHER TERMS OF THIS AGREEMENT, IT IS DETERMINED THAT WE HAVE ANY LIABILITY TO YOU OR ANY THIRD PARTY, THE PARTIES AGREE THAT OUR AGGREGATE LIABILITY WILL BE LIMITED TO THE TOTAL COMMISSION AMOUNTS YOU HAVE ACTUALLY EARNED FOR THE RELATED CUSTOMER TRANSACTIONS IN THE TWELVE MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO A CLAIM.

13. Non-Solicitation

In an attempt to protect the privacy of our Affiliates from any and all unwanted Solicitation and or Recruitment, Affiliate agrees, during the term of this Agreement and for a period of twelve (12) months following the termination or expiration of this Agreement, not to solicit, recruit, or

assist another to solicit or recruit any other business opportunities, employment, products, as well as services other than that offered by PoP.

14. General

a. Amendment; No Waiver. We may update and change any part or all of this Agreement, including by replacing it in its entirety. If we update or change this Agreement, the updated Agreement will be made available to you via the Affiliate Tool and we will let you know by email. The updated Agreement will become effective and binding on the next business day after we have notified you. When we change this Agreement, the "Last Modified" date above will be updated to reflect the date of the most recent version. We encourage you to review this Agreement periodically. If you don't agree to the update, change or replacement, you can choose to terminate as we describe above. No delay in exercising any right or remedy or failure to object will be a waiver of such right or remedy or any other right or remedy. A waiver on one occasion will not be a waiver of any right or remedy on any future occasion.

b. Applicable Law. This Agreement shall be governed by the laws of the State of Nevada, without regard to the conflict of law's provisions thereof. In the event either of us initiates an action in connection with this Agreement or any other dispute between the parties, the exclusive venue and jurisdiction of such action shall be in the state and federal courts in Las Vegas, Nevada.

c. Force Majeure. Neither party will be responsible for failure or delay of performance if caused by: an act of war, hostility, or sabotage; act of God; electrical, internet, or telecommunication outage that is not caused by the obligated party; government restrictions; or other event outside the reasonable control of the obligated party. Each party will use reasonable efforts to mitigate the effect of a force majeure event.

d. Actions Permitted. Except for actions for nonpayment or breach of a party's proprietary rights, no action, regardless of form, arising out of or relating to this Agreement may be brought by either party more than one (1) year after the cause of action has accrued.

e. Relationship of the Parties. Both you and we agree that no joint venture, partnership, employment, or agency relationship exists between you and us as a result of this Agreement.

f. Compliance with Applicable Laws. You shall comply and shall ensure that any third parties performing sales or referral activities on your behalf comply, with all applicable foreign and domestic laws (including without limitation export laws and laws applicable to sending of unsolicited email), governmental regulations, ordinances, and judicial administrative orders. You shall not engage in any deceptive, misleading, illegal or unethical marketing activities, or activities that otherwise may be detrimental to us, our customers, or to the public. Export laws and regulations of the United States and any other relevant local export laws and regulations may apply to the Path of Purity Products. You will comply with the sanctions programs administered

by the Office of Foreign Assets Control (OFAC) of the US Department of the Treasury. You will not directly or indirectly export, re-export, or transfer the Path of Purity Products to prohibited countries or individuals or permit use of the Path of Purity Products by prohibited countries or individuals.

g. Severability. If any part of this Agreement is determined to be invalid or unenforceable by applicable law, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of this Agreement will continue in effect.

h. Notices. Notice will be sent to the contact address set forth herein (as such may be changed by notice given to the other party) and will be deemed delivered as of the date of actual receipt.

We may give electronic notices specific to you by email to your e-mail address(es) on record in our account information for you. We may give notice to you by telephone calls to the telephone numbers on record in our account information for you.

i. Entire Agreement. This Agreement is the entire agreement between us for the Affiliate Program and supersedes all other proposals and agreements, whether electronic, oral or written, between us. We object to and reject any additional or different terms proposed by you, including those contained in your purchase order, acceptance or website. Our obligations are not contingent on the delivery of any future functionality or features of the Path of Purity Products or dependent on any oral or written public comments made by us regarding future functionality or features of the Path of Purity Products. It is the express wish of both you and us that this Agreement and all related documents be drawn up in English. We might make versions of this Agreement available in languages other than English. If we do, the English version of this Agreement will govern our relationship and the translated version is provided for convenience only and will not be interpreted to modify the English version of this Agreement.

j. Assignment. You will not assign or transfer this Agreement, including any assignment or transfer by reason of merger, reorganization, sale of all or substantially all of its assets, change of control or operation of law, without our prior written consent. We may assign this Agreement to any affiliate or in the event of merger, reorganization, sale of all or substantially all of our assets, change of control or operation of law.

k. No Third Party Beneficiaries. Nothing in this Agreement, express or implied, is intended to or shall confer upon any person or entity (other than the parties hereto) any right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

l. Program Policies. We may change the Program Policies from time to time. Your participation in the Affiliate Program is subject to the Program Policies, which are incorporated herein by reference.

m. No Licenses. We grant to you only the rights and licenses expressly stated in this Agreement, and you receive no other rights or licenses with respect to us, the Path of Purity Products, our trademarks, or any other property or right of ours.

n. Sales by Path of Purity. This Agreement shall in no way limit our right to sell the Path of Purity Products, directly or indirectly, to any current or prospective customers.

o. Authority. Each party represents and warrants to the other that it has full power and authority to enter into this Agreement and that it is binding upon such party and enforceable in accordance with its terms.

p. Survival. The following sections shall survive the expiration or termination of this Agreement: 'Commission and Payment', 'Proprietary Rights', 'Confidentiality', 'Effects of Termination/Expiration', 'Indemnification', 'Disclaimers; Limitation of Liability', 'Non-Solicitation' and 'General'.

15. Sales and Marketing Restrictions

In an effort to protect the Affiliates enrolled in the PoP Affiliate Marketing Program, neither PoP nor any of its Affiliates shall market or sell PoP Products directly online and or through any social media sites including but not limited to, Facebook, Instagram, Twitter, LinkedIn, or Tumblr. Online marketing and social media should only be utilized to engage others in the healthcare industry in order to encourage them to consider joining PoP as one of your Affiliates.



Exhibit A
Commission and Wholesale Pricing Schedule

As directed by the Managers of Path of Purity LLC, the following Commissions are agreed to as of June 1, 2018.

Affiliate shall be paid \$30 per bottle for all “Retail” purchases made through the pathofpurity.com site under the Exclusive Affiliate Id as supplied by Company and directed to our site by the Affiliate link and or QR Code.

PoP agrees to sell product/s to Affiliates at wholesale prices (see pricing schedule below) for resale of said products to his or her patients, clients, and or others.

Affiliate shall be paid 10% of the gross sales price on all PoP Sales by and to your Direct Affiliates or their patients, clients, or others.

Affiliate’s Wholesale Pricing Schedule:

	Suggested	Affiliate Wholesale	Profit If Sold
Package Sales	Retail	Wholesale Cost	at \$135.00
10 PoP Bottles	\$1,500.00	\$900.00	\$45.00
25 PoP Bottles	\$3,750.00	\$2,137.50	\$49.50
50 PoP Bottles	\$7,500.00	\$4,125.00	\$52.50
100 PoP Bottles	\$15,000.00	\$7,950.00	\$55.50

Affiliate's Commission Examples:

10% Affiliate Commission on Direct Affiliates Retail Purchases

Path of Purity	Suggested	Sales	Affiliate
Retail Sales	Retail	Price	Commission
1 PoP Bottles	\$150.00	\$135.00	\$13.50
3 PoP Bottles	\$450.00	\$382.50	\$38.25

10% Affiliate Commission on Direct Affiliates Wholesale Purchases

Path of Purity	Suggested	Dr. / Affiliates Cost	Affiliate
Package Sales	Retail		Commission
10 PoP Bottles	\$1,500.00	\$900.00	\$90.00
25 PoP Bottles	\$3,750.00	\$2,137.50	\$213.75
50 PoP Bottles	\$7,500.00	\$4,125.00	\$412.50
100 PoP Bottles	\$15,000.00	\$7,950.00	\$795.00