



## Affiliate Program Agreement

This Affiliate Program Agreement ("Agreement") is made and entered into by and between Supernal World Creations, a Nonprofit Organization ("Company"), and the individual or entity participating in the Affiliate Program ("Affiliate"). This Agreement outlines the terms and conditions under which Affiliate will promote Company's products or services and earn a commission.

### 1. Enrollment in the Affiliate Program; Rejection and/or Revocation:

Affiliate may enroll in the Company's Affiliate Program by completing the online registration form and agreeing to the terms and conditions set forth in this Agreement. Company reserves the right to approve, reject, or revoke any individual's or entity's registration in its sole and absolute discretion. The rejected or revoked registrant will have no legal recourse against Company for the rejection/revocation of their registration. Without limiting the right to reject/revoke any application for any reason whatsoever in the Company's absolute discretion, the individual or entity's registration form will be rejected if it not complete. Further, an individual or entity's registration or an Affiliate's membership may be rejected/revoked if the individual or entity or Affiliate's web site contains images or content that is not acceptable to Company or is inconsistent with the image that Company wishes to create in association with its brand, or if the web site contains any illegal, immoral, repulsive, defamatory, derogatory, harassing, harmful, threatening, obscene, vulgar, pornographic, racial or ethnic objectionable materials, depicts sexual situations, promotes discrimination on the basis of race, sex, sexual preference, national origin, ethnicity, nationality, disability, religious preference, or if the site contains any material that appears to Company to violate any patent, trademark, copyright, trade secret, confidential information, or other property rights of any other party.

### 2. Promotion of Company's Products/Services:

Affiliate agrees to promote Company's products or services using the provided marketing materials, links, and codes, in compliance with any directions provided from Company and all applicable laws and regulations. During the term of this Agreement, the Affiliate is granted a limited, nonexclusive, nontransferable license to utilize the Company's name and logo in the marketing materials provided to the Affiliate from Company. These materials will contain Company's trademarks and other proprietary property. The Affiliate shall utilize these materials on its web sites



for the purpose of promoting the Company's products and services and to otherwise participating in the program. If the Affiliate discontinues the Affiliate Program for any reason, including if membership is revoked, Affiliate will immediately cease using these materials and will delete all such materials from its web site and from its computer. The Affiliate must obtain Company's approval of all links to the Company's site that the Affiliate places on its web site. The Affiliate will cooperate with the Company in the establishment and placement of links on Affiliates web site. Affiliate will only be permitted to use the links that the Company provides to Affiliate on its web site. Affiliate will not modify the links or other materials that the Company provides to the Affiliate or the placement of the links on the Affiliate's web site without Company's express written permission.

### 3. Commission:

For each successful referral made by Affiliate, where a referred customer makes a qualifying purchase through the Affiliate's unique referral link or code, Affiliate will earn a commission equal to 20 % of the total sale amount (excluding taxes, shipping, returns, and any other payment made to Company that is not the purchase price for the qualifying purchase). Company reserves the right to deduct in subsequent months for any commission that the Company paid that is for a product that is subsequently returned or refunded, or for any other reason if the previous monthly commission is overpaid or later subject to reduction. Subscription referrals must be completed through the Company's web application to be eligible to receive commission. There is no right to commission if a user later returns to the Company's site and makes a purchase through another link or source other than through the Affiliate's referral link or code. The Affiliate has no right to commissions based upon subsequent sales, even if the customer first arrived at the Company's website through the link from Affiliate's link.

### 4. Payment:

Commission payments will be made via PartnerStack, provided that the minimum commission balance has reached \$30. Company reserves the right to adjust the payment schedule and minimum payout threshold at its discretion.

### 5. Tracking and Reporting:

Company will provide Affiliate with access to an online dashboard where Affiliate can track referral activities, clicks, conversions, and earnings. The tracking system will be the sole determinant for calculating commission payments. Affiliate consents



to the Company including information relative to the traffic from the Affiliate's site in the Company's dashboard and internal reports.

#### 6. Termination:

Either party may terminate this Agreement at any time, for any reason, with or without cause, by providing written notice to the other party. Termination will result in the forfeiture of any outstanding commissions. After termination of this Agreement, Affiliate agrees to return or destroy any marketing materials received from Company.

#### 7. Representations and Warranties

- (a) Affiliate represents and warrants that it will promote Company's products/services in a truthful and ethical manner. Affiliate shall not engage in any misleading, fraudulent, or illegal activities that could harm the reputation of the Company. It shall be deemed a material breach hereof if Affiliate, at any time during the term of this Agreement or thereafter, makes any disparaging, false, misleading, or otherwise defamatory comments about the Company, and/or its employees, agents, directors, officers, affiliates, products, and/or services;
- (b) Each party represents and warrants that it has the right to enter into this Agreement and fulfill its obligations as set forth herein without violating any other agreement entered into with any third party;
- (c) Each party agrees that it will comply with all applicable laws, rules and regulations in existence applicable to its activities hereunder (including without limitation any and all FTC guidance in connection with advertising and endorsement); and
- (d) Each party represents that to the best of such party's knowledge, any and all materials or information of any kind that it provides hereunder does not infringe upon any third party rights of any kind, including without limitation, any intellectual property rights, unfair competition, dilution, and/or publicity or privacy rights.



## 8. Confidentiality:

Each party agrees to keep confidential any and all proprietary information relating to the other party's business, including without limitation, information about contracts, fees, costs, profits, markets, product costing, sales, existing and potential customers, supplies, plans for future development, promotional methods, and any and all other information of a similar nature not generally made available to the public (individually and collectively, "Confidential Information"). Each party may only use the Confidential Information of the other party exclusively for the purposes of satisfying its obligations hereunder. Each party shall use commercially practicable efforts to safeguard the secrecy and confidentiality of the Confidential Information, and shall not disclose any of the Confidential Information to any third party, during the Term or thereafter. Confidential Information does not include: (1) information which was known by the recipient prior to the effective date of this Agreement without any obligation of confidentiality; (ii) information which is publicly available or which becomes publicly available through no fault of the recipient; (iii) information which is lawfully acquired from a third party without restriction on disclosure; (iv) information required to be disclosed pursuant to any statutory, regulatory, or judicial requirement.

## 9. Indemnification.

Each party shall indemnify and hold the other party harmless from and against any and all costs, damages, losses, or expenses, including without limitation outside attorney's fees and related costs, to the extent arising out of a breach by such party hereunder (including without limitation its representations and warranties), and/or the negligence or willful misconduct of such party. The indemnified party shall provide the indemnifying party with prompt written notice of any claim and give complete control of its defense and settlement to the indemnifying party and shall cooperate in all reasonable respects with the indemnifying party, its insurance company, and its legal counsel in its defense of such claim, at the indemnifying party's expense. This indemnity shall not cover any claims in which there is a failure to give the indemnifying party prompt notice, to the extent such lack of notice prejudices the defense of the claim. The indemnifying party may not settle any potential suit hereunder without the indemnified party's prior written approval (not to be unreasonably withheld, conditioned, or delayed).



#### 10. Limitation of Liability.

EXCEPT FOR THE PARTIES' RESPECTIVE INDEMNIFICATION OBLIGATIONS HEREUNDER, IN NO EVENT SHALL EITHER PARTY BE LIABLE UNDER THIS AGREEMENT TO THE OTHER PARTY FOR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT, STATUTORY, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, LOSS OF USE, LOSS OF TIME, INCONVENIENCE, LOSS BUSINESS OPPORTUNITIES, DAMAGE TO GOOD WILL OR REPUTATION, AND COSTS OF COVER, REGARDLESS OF WHETHER SUCH LIABILITY IS BASED ON BREACH OF CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, AND EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EACH PARTY'S AGGREGATE LIABILITY FOR ANY CLAIMS RELATING TO THIS AGREEMENT WILL BE LIMITED TO AN AMOUNT EQUAL TO THE SUM OF THE FEES PAID BY COMPANY TO AFFILIATE HEREUNDER. ANY CLAIMS MADE PURSUANT TO THIS SECTION MUST BE MADE WITHIN ONE YEAR OF THE INCIDENT TO WHICH THEY RELATE OR FOREVER BE BARRED.

#### 11. Independent Contractors:

The parties are independent contractors and nothing in this Agreement shall create a partnership, joint venture, agency, franchise, sales representative, or employment relationship. As such, Affiliate shall not have any right to bind Company to any commitment or obligation of any kind, and such attempted commitment shall be deemed null and void.

#### 12. Entire Agreement; Amendment:

This Agreement is the entire agreement between the parties with respect to its subject matter and supersedes any prior agreement or communication between the parties, whether written or oral relating hereto. Company reserves the right to amend this Agreement at any time by providing written notice to Affiliate. Continued participation in the Affiliate Program after such amendments constitutes acceptance of the revised terms.

#### 13. Governing Law:

This Agreement shall be governed by and construed in accordance with the laws of the state of Florida without regard to its conflict of laws principles. All disputes under this Agreement shall be resolved by litigation in the courts of the State of Florida including the federal courts therein and the parties hereto consent to the jurisdiction



of such courts, agree to accept service of process by mail, and hereby waive any jurisdictional or venue defenses otherwise available to it.

14. Assignment.

Affiliate shall not assign or otherwise transfer this Agreement and/or the services to be rendered hereunder, in whole or in part, without the prior written consent of Company in each instance.

15. No Waiver.

No waiver by either party of any default shall be deemed as a waiver of prior or subsequent default of the same or other provisions of this Agreement.

16. Severability

If any term, clause, or provision hereof is held invalid or unenforceable by a court of competent jurisdiction, such invalidity shall not affect the validity or operation of any other term, clause, or provision and such invalid term, clause or provision shall be deemed to be severed from the Agreement.

By enrolling in the Company's Affiliate Program, Affiliate agrees to be bound by the terms and conditions outlined in this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the effective date of enrollment.

Company Name: \_\_\_\_\_

Affiliate Name: \_\_\_\_\_

Date: \_\_\_\_\_