

ALIGN AFFILIATE AGREEMENT

ALIGN Your Skin, LLC DBA: ALIGN

Affiliate Terms & Policies

1. The Agreement. The term "Agreement" collectively refers to these Terms and Policies and the ALIGN Affiliate commission structure, in their current form and as may be amended in the future by ALIGN. Affiliates shall be referred to herein as "Affiliates." Align Your Skin, LLC shall be referred to as "ALIGN" or the "Company."

Any promises, representations, offers, or other communications not expressly set forth in the Agreement are of no force or effect.

2. Independent Contractor Status. Your Status as an ALIGN Independent Affiliate is temporary. ALIGN Affiliates are responsible to provide a valid social security number or EIN at the time of application.

3. Adherence to the Agreement. Affiliates must comply with the Agreement. If you do not agree to the Terms and Policies, your sole recourse is to notify the Company and cancel your ALIGN Affiliate Agreement. Failure to cancel constitutes your acceptance of the Terms and Policies. You must be in good standing, and not in material violation of the Agreement, to be eligible to earn commissions from ALIGN.

4. Amendments to the Agreement. The Company reserves the right to amend the Agreement at its discretion. Amendments shall be effective 30 days after notice and publication of the amended provisions is disseminated to Affiliates via email. Amendments shall not apply retroactively to conduct that occurred prior to the effective date of the amendment. If you do not agree to any amendments, your sole recourse is to cancel your Affiliate agreement.

5. Affiliates' Rights. Affiliates for ALIGN have the right to sell and solicit orders for ALIGN products in accordance with these Terms and Policies. It is within the exclusive right of ALIGN to accept or reject orders submitted by Affiliates.

Affiliates are paid pursuant to ALIGN's Affiliate Compensation Plan; Affiliates DO NOT have the right to recruit other Affiliates or Ambassadors, or to participate in the Ambassador compensation plan. Affiliates are eligible for compensation for their personal sales volume otherwise known as PV or Personal Volume. Eligible Affiliates may earn compensation through the ALIGN Personal Volume Pool. No other bonuses, pools, team pay, commissions or compensation is provided to ALIGN Affiliates.

6. Independent Contractor Status. Affiliates are independent contractors and are responsible for paying all expenses they incur.

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AFFILIATES SHALL NOT BE TREATED AS ALIGN EMPLOYEES FOR FEDERAL OR STATE TAX PURPOSES. ALIGN is not responsible for withholding and shall not withhold or

deduct FICA, or taxes of any kind from Affiliates' compensation. Affiliates are not entitled to workers compensation or unemployment security benefits of any kind from ALIGN.

7. Assignment of Rights and Delegation of Duties. Affiliates may not assign any rights under the Affiliate agreement without the prior written consent of ALIGN. Any attempt to transfer or assign the Agreement or any rights conferred under this agreement without the express written consent of ALIGN renders the Agreement voidable at the option of ALIGN. If the assets of, or a controlling interest in, ALIGN, is transferred to a third party, ALIGN may assign its rights and delegate its duties and obligations under the Affiliate agreement to such third party as part of the transfer.

8. Waiver of Right of Publicity. Affiliates grant ALIGN an irrevocable license to reproduce and use their name, photograph, video, personal story, testimonial, and/or likeness in its advertising or promotional materials, including but not limited to use in online forums. Affiliates waive all claims for remuneration for such use and all rights to inspect or approve all draft, beta, preliminary, and finished material.

9. Minimum Age. Persons under age 18 may not be Affiliates.

10. Severance. If any provision of the Agreement, in its current form or as amended, is held void or unenforceable, only the void or unenforceable portion(s) of the provision shall be severed from the Agreement and the remaining provisions shall remain in effect. The severed provision shall be reformed to be in compliance with the law and reflect the purpose of the original provision as closely as possible. The existence of any claim or cause of action of an Affiliate against ALIGN shall not constitute a defense to ALIGN's enforcement of any term or provision of the Agreement.

11. Termination of ALIGN Agreements. ALIGN reserves the right to terminate all Affiliate Agreements upon 30 days' notice if the Company elects to: (1) cease business operations; (2) dissolve as a business entity; or (3) terminate the Affiliate program.

12. General Conduct. Affiliates shall safeguard and promote the good reputation of ALIGN and its products, and must avoid all illegal, deceptive, misleading, unethical or immoral conduct or practices, and must exhibit high moral character in their personal and professional conduct. Affiliates shall not engage in any conduct that may damage the Company's goodwill or reputation.

13. Social Media. In addition to meeting all other requirements specified in these Terms & Policies, should an Affiliate utilize any form of social media in connection with their ALIGN business, including but not limited to blogs, Facebook, Instagram, Twitter, LinkedIn, YouTube, or Pinterest, the Affiliate agrees to each of the following: Affiliates are responsible for the content of all material that they produce and all of their postings on any social media site, as well as all postings on any social media site that they own, operate, or control; Affiliates shall not make any social media postings, or link to or

from any postings or other material that is sexually explicit, obscene, pornographic, offensive, profane, hateful, threatening, harmful, defamatory, libelous, harassing, or discriminatory (whether based on race, ethnicity, creed, religion, gender, sexual orientation, physical disability, or otherwise), is graphically violent, is solicitous of any unlawful behavior, that engages in personal attacks on any individual, group, or entity, or is in violation of any intellectual property rights of the Company or any third party; It is each Affiliate's responsibility to follow the social media site's terms of use; Affiliates shall respect the privacy of other social media users. Affiliates shall not engage in abusive social media practices including but not limited to shaming or bullying tactics.

14. Sales Tools Created by Affiliates. Affiliates are prohibited from selling sales tools or techniques to other ALIGN Affiliates or Ambassadors.

15. Trademarks and Copyrights. The name "ALIGN Your Skin" "ALIGN" and other names as may be adopted by the Company are proprietary trade names, trademarks and service marks of ALIGN. The Company grants Affiliates a limited license to use its trademarks and trade names in promotional media for so long as the Affiliate's Agreement is in effect. Upon cancellation of an Affiliate's Agreement for any reason, the license shall terminate and the Affiliate shall immediately discontinue all use of the Company's trademarks and trade names. Under no circumstances may an Affiliate use any of ALIGN's trademarks or trade names in any email address, website domain name, social media handle, social media name or address.

16. Upgrade of Account to Ambassador. In the event an Affiliate decides they would like to change their account type to Ambassador, they are eligible to upgrade their account. In order to upgrade your Affiliate account to an Ambassador account, please contact support@alignyourskin.com and inform them of your intent to change account types. ALIGN will disable your affiliate personalized referral link and approve your Ambassador enrollment. You will enroll via the website using a new email and will choose a sponsor/mentor at the time of enrollment.

17. Handling Personal Information. If you receive Personal Information from or about current or prospective customers, it is your responsibility to maintain its security. You should shred or irreversibly delete the Personal Information of others once you no longer need it. Personal Information includes a customer's or potential customer's name, address, email address, phone number, credit card information, and other information associated with these details.

18. Tampering with Product Packaging. ALIGN products must be sold in their original packaging. Affiliates shall not alter the original packaging or labeling.

19. Negative Comments. Complaints and concerns about ALIGN should be directed to support@alignyourskin.com Affiliates must not disparage, demean, or make negative remarks to third parties about ALIGN, its owners, officers, directors, management, other ALIGN Affiliates, the ALIGN Abundance Plan (Compensation Plan), or employees. Disputes or disagreements between any Affiliate and ALIGN shall be first attempt to be resolved according through

mediation, and the Company and Affiliates agree specifically not to demean, discredit, or criticize one another on the Internet or any other public forum.

20. Adjustments to Commissions. If a product is returned to ALIGN for a refund or a chargeback occurs, the commission attributable to the returned or repurchased product(s) will be recovered by the Company. Compensation will be deducted from the Affiliate's commission in the month in which the refund is issued or the chargeback occurs and shall continue every pay period thereafter until the commission is recovered. ALIGN reserves the right to withhold or reduce any Affiliate's compensation as it deems necessary to comply with any garnishment or court order directing ALIGN to retain, hold, or redirect such compensation to a third party.

21. Cancellation Returns by Affiliates.

Affiliates are discouraged from carrying an inventory of ALIGN merchandise. An Affiliate may not return merchandise purchased as inventory. Shipping charges are not refundable.

22. Satisfaction Promise. Orders fulfilled by ALIGN must be returned to the Company and a product credit or refund may be issued by the Company.

Return procedures should be started by emailing support@alignyourskin.com

23. Discipline. Violation of the Agreement, any illegal, fraudulent, deceptive or unethical business conduct, or any act or omission by an Affiliate that the Company reasonably believes may damage its reputation or goodwill, may result in any disciplinary measure that ALIGN deems appropriate to address the misconduct. In situations deemed appropriate by ALIGN, the Company may institute legal proceedings for monetary and/or equitable relief.

24. Indemnification. Affiliates agree to indemnify ALIGN for any and all costs, expenses, consumer reimbursements, fines, sanctions, damages, settlements or payments of any nature that ALIGN incurs resulting from or relating to any act or omission by Affiliate that is illegal, fraudulent, deceptive, negligent, unethical, or in violation of this Agreement. ALIGN may elect to exercise its indemnification rights through withholding compensation owed to the Affiliate. This right of setoff shall not constitute ALIGN's exclusive means of recovering funds owed ALIGN pursuant to this indemnification provision.

25. Effect of Cancellation. An Affiliate whose agreement is canceled for any reason will lose all Affiliate rights, benefits and privileges. This includes the right to represent yourself as an Independent ALIGN Affiliate, to sell ALIGN products and to receive commissions from his/her/their sales. If an Affiliate's agreement is canceled for any reason, the Affiliate must discontinue using the ALIGN name, ALIGN product names and all other ALIGN intellectual property, and all derivatives of such intellectual property, in postings on all Social Media, websites, or other promotional material.

26. Voluntary Cancellation. An Affiliate has the right to cancel at any time, regardless of reason. Cancellation must be submitted in writing to the Company at support@alignyourskin.com

27. Cancellation for Inactivity. If an Affiliate fails to sell any ALIGN merchandise for twelve consecutive months, their Affiliate Agreement may be canceled for inactivity. This is at the discretion of ALIGN.

28. Reporting Errors. If an Affiliate believes that ALIGN has made an error in their compensation, they must report it to the Company in writing within 60 days from the date on which the mistake occurred. While ALIGN shall use its best efforts to correct errors reported more than 60 days after the date of the error, ALIGN shall not be responsible to make changes or remunerate Affiliates for losses or mistakes that are reported more than 60 days after the mistake occurs.

29. Dispute Resolution. If a dispute between an Affiliate and ALIGN arises from or relates to the Agreement, the ALIGN business, or the rights and obligations of either party, the parties shall first attempt to resolve the dispute through mediation.

At no time prior to the negotiation and mediation procedures are completed shall either party initiate arbitration or litigation related to this Agreement or the business except as may be specified otherwise in this dispute resolution provision; All offers, promises, conduct and statements, whether oral or written, made in the course of the negotiation and/or mediation by any of the parties, their agents, employees, experts and attorneys are confidential, privileged and inadmissible for any purpose, including impeachment, in arbitration or other proceeding involving the parties, provided that evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the negotiation and/or Mediation; Informal negotiations and mediation shall occur in Utah unless the parties mutually agree on another forum. Informal negotiations and mediation shall take place telephonically if either party requests such; Each party shall be responsible for its own attorney's fees, expert, professional and witness fees incurred in pursuing any claim, regardless whether the claim is pursued through informal negotiation, mediation, arbitration, or court proceedings; If litigation is filed in court the action may be brought in the jurisdiction in which either party resides or has its principal place of business; If arbitration is filed all arbitration proceedings shall be filed and held in St. George, Utah.

30. Class Action Waiver. All disputes, whether pursued through arbitration or before the courts, that arise from or relate to the Agreement, that arise from or relate to the ALIGN business, or that arise from or relate to the relationship between the parties, shall be brought and proceed on an individual basis. The parties waive their rights to pursue any action against the other party and/or their respective owners, officers, directors and agents, on a class or consolidated basis.

31. Governing Law. The Federal Arbitration Act shall govern all matters relating to arbitration. Except as is otherwise specifically referenced in these policies, the law of the State of Utah without regard to principles of conflicts of laws, shall govern all other matters relating to or arising from the Agreement, the business, the relationship between the parties, or any other claim between the Parties. Notwithstanding the foregoing, if a dispute is brought in a small claims court properly vested with jurisdiction, the law of the state in which the small

claims court resides shall apply.

32. **Damage Waiver.** In any action arising from or relating to the Agreement, the parties waive all claims for incidental and/or consequential damages, even if the other party has been apprised of the likelihood of such damage. The parties further waive all claims to exemplary and punitive damages. Nothing in this provision or this Agreement shall restrict or limit a Party's right to recover liquidated damages as set forth in these Terms & Conditions.