

ARYSE Affiliate Terms and Conditions

By submitting this form, you agree to the following terms and conditions. This is an agreement between yourself and Cruze Distribution, LLC, a Nebraska Limited Liability Company, operating as ARYSE, having its principal place of business at 1801 North 1st Street Suite 2 Lincoln, Nebraska 68528, hereafter referred to as "ARYSE". For purposes of this Agreement, ARYSE and the affiliate are each a "party" and collectively "parties".

The parties above named do mutually agree as follows:

Definitions

For the purposes of this agreement, the following terms will have the following meanings.

- "Confidential Information" includes, without limitation, trade secrets, technology, information pertaining to business operations and strategies, customers, pricing, and marketing.
- "Fee" includes all commissions.
- "Licensed Material" includes all materials created by the affiliate to promote ARYSE.
- "Licensed Parties" includes ARYSE and any of its assignees, licensors, and affiliates.
- "Product(s)" includes all ARYSE products.
- "Services" include the affiliate's responsibilities to represent, share, endorse, and sell ARYSE product.
- "Teams" include entities or organizations that execute an ARYSE contract to purchase ARYSE products at a discounted price.
- "Territory" means the entire world.

Term

This agreement will commence on the date the web form is submitted and will continue in full force for a term of one (1) year, hereafter referred to as "Initial Term" unless terminated by either party as provided for in this agreement. Unless otherwise terminated or modified by the parties, this agreement will be automatically renewed at the end of the initial term hereafter referred to as the "Renewal Term" and will remain in force for consecutive one (1) year terms.

Termination

This agreement may be terminated by either party after the initial term or renewal term without cause by giving the other party written notice thirty (30) calendar days prior to the end of the initial term or renewal term. Either party may terminate this agreement immediately:

- Upon written notice for breach of any material term or condition of this agreement by the other party, hereafter referred to as "Breaching Party", if the breaching party does not cure the breach within ten (10) calendar days.
- Parties fail to fulfill the requirements and obligations of this agreement, and failure to perform said requirements and obligations amounts to a fundamental non-performance.
- In the event revelations emerge about any conduct or activity that sheds a negative or disparaging light on parties
- In the event the affiliate does not facilitate a sale for six (6) consecutive months.

Endorsement

Any endorsement of the product by the affiliate must be accurate, truthful, and based on the affiliate's experience using or reviewing the product. The affiliate will refrain from making any statements about ARYSE products that the affiliate does not believe to be truthful or accurate. The affiliate agrees to put forth its best effort to represent the product in a manner consistent with its authorized use and as outlined on product sheets and labels.

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Product

Upon execution of this agreement, the affiliate is responsible for requesting any product needed to fulfill the services. If a product or sample product is needed, all such requests should be submitted to ARYSE. Affiliate agrees to not resell sample products to any third party for any reason whatsoever. Unless otherwise stated by ARYSE, the affiliate agrees to maintain in good condition any product, or product-related accessories, apparel, or equipment provided to the affiliate by ARYSE and return all company property to ARYSE if requested by ARYSE. Unreturned company property will be chargeable to the affiliate and may be debited against any fees payable or due to the affiliate hereunder.

Marketing Materials

The affiliate will have access to all ARYSE marketing materials, including, but not limited to, catalogs, brochures, websites, product pages, and folders. ARYSE reserves the right to review and request changes to all marketing materials used by the affiliate to promote ARYSE. Affiliate agrees to all changes to materials as requested by ARYSE. Affiliate will also be subscribed to receive ARYSE marketing emails.

Fees

In consideration of the services, the affiliate will be compensated in the form of a twenty percent (20%) uncapped commission paid on all products sold. Individuals who purchase products using the affiliate's code through the ARYSE website will be given a ten percent (10%) discount on MSRP pricing. In the event individual sales (not team sales) amount to a total revenue equal to or exceeding five hundred dollars (\$500) in each calendar month, the affiliate compensation will be a twenty-five percent (25%) uncapped commission for that month instead of twenty percent (20%). In the event an affiliate refers a team that executes an ARYSE contract, the team will be eligible for direct pricing. Upon an initial purchase by the team, the affiliate will receive a ten percent (10%) commission on the value of the order unless the order meets or exceeds eight hundred dollars (\$800). In the event the order meets or exceeds eight hundred dollars (\$800), the affiliate will receive a one-time one hundred twenty-five-dollar (\$125) commission. The affiliate will receive a ten percent (10%) commission for any subsequent orders made by the team provided that less than eighteen (18) months have elapsed since the prior order from that team. Prior to compensation, the affiliate agrees to complete a federal W-9 form and email it to affiliates@aryse.com as well as provide payment information.

Payment Schedule

Unless other arrangements are made and agreed upon by the parties in advance, all fees will be paid to the affiliate on or before the fifteenth (15th) of the month following the month in which the services were satisfactorily provided. Our preferred payment method is Venmo, but ACH or check is acceptable. Any changes to the payment method or mailing address must be requested via email at affiliates@aryse.com and communication of the change is the responsibility of the affiliate. Commission payments will be cumulated month after month until \$20 or more is achieved.

State and Federal Taxes

The affiliate acknowledges and agrees that ARYSE will not:

1. Withhold FICA (Social Security and Medicare taxes) from the affiliate's payments or make FICA payments on the affiliate's behalf,
2. Make state or federal unemployment compensation contributions on the affiliate's behalf, or
3. Withhold state or federal income tax from the affiliate's payments.

The affiliate will pay all taxes incurred while performing services under this agreement including all applicable income taxes and, if the affiliate is not a corporation, self-employment (Social Security) taxes.

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Upon demand, the affiliate shall provide ARYSE with proof that such payments have been made. The affiliate will, within five (5) business days of the effective date of this agreement, provide ARYSE with a completed federal W-9 tax form.

Contact Territory

The affiliate will be a worldwide affiliate for ARYSE. The affiliate will not be given any exclusive rights to any Territory.

Confidential Information

The parties will not disclose any information pertaining to the parties' execution of the marketing services provided under this agreement unless such information is required to be disclosed by law or any enforcement authority of competent jurisdiction. Any information that is labeled as confidential or that should be reasonably understood to be confidential based on the nature of the information will not be disclosed, including but not limited to any information relating to any plans, pricing, methods of business, customers, technical information, or engineering information.

Confidential Information of a party shall not include any information that:

- Is or becomes part of the public domain or publicly available through no act or omission of the receiving party and through no breach of this agreement;
- Is known to the receiving party at the time of disclosure without an obligation to keep it confidential, as evidenced by documentation in the receiving party's possession at the time of such disclosure;
- Becomes rightfully known to the receiving party from another source without restriction on disclosure or use;
- Or the receiving party can show is independently developed by the receiving party without the use of or any reference to Confidential Information of the disclosing party.

Intellectual Property

The affiliate will respect the copyright, trademark, and patent rights of ARYSE and will not engage in any behavior that tends to disparage, diminish, or violate any of ARYSE's intellectual property rights.

Release

The affiliate hereby agrees that ARYSE and any of its licensed parties are authorized in perpetuity to use, reproduce, edit, publish, assign, and distribute any Licensed Materials. This right will survive the termination of this Agreement.

Relationship

The affiliate will be an independent contractor and not an employee of ARYSE, within the meaning of all federal, state, and local laws and employment insurance regulations. This agreement will not be construed as creating an employer/employee relationship. The affiliate is not authorized to enter into any contract or assume any obligation on behalf of ARYSE without the prior written consent of ARYSE.

Business Licenses, Permits, and Certificates

The affiliate represents and warrants that the affiliate will comply with all federal, state, and local laws requiring driver's and other licenses, business permits, and certificates required to carry out the Services to be performed under this agreement.

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Federal Anti-Kickback Statute

The federal anti-kickback statute makes it a felony to knowingly and willfully offer, pay, solicit, or receive any remuneration to induce a person to refer an individual for the furnishing or arranging for the furnishing of any federal health care program "FHCP" covered item or service. 42 U.S.C. § 1320a-7b(b). Because the affiliate's aggregate compensation is not set in advance, but a percentage-based compensation to an independent contractor, the affiliate's compensation does not qualify for protection under the personal services and management contracts safe harbor. Therefore, affiliates may not refer, market, or sell products to individuals or entities where at least some of the patients are covered by an FHCP. In the event the affiliate knowing or unknowingly refers, markets, or sells products to individuals or entities where at least some of the patients are covered by an FHCP, the affiliate acknowledges and understands compensation is not permitted.

Notices

All notices, requests, and other communications hereunder will be in writing and will be deemed to have been given when delivered by hand, mail, or email.

Indemnity

The affiliate will release, defend, hold harmless, and indemnify ARYSE against all claims, losses, liabilities, judgments, and settlements arising from or relating to the endorsement of the Services of this agreement.

Force Majeure

Neither party is liable to the other for any failure to perform its obligations under the agreement to the extent caused by Force Majeure, provided that the affected party: (a) immediately notifies the other party and provides full information about the Force Majeure; (b) uses best endeavors to overcome the Force Majeure; and (c) continues to perform its obligations as far as practicable.

Non-Transferable

The rights of the parties under this agreement may not be assigned or transferred to any other person, firm, corporation, or other entity without the prior, express, and written consent of the other party.

Governing Law

This agreement and the rights of the parties hereunder will be governed by and in accordance with the laws of the state of Nebraska, governing all matters arising out of or relating to this agreement and the transactions it contemplates, including, without limitation, its interpretation, construction, performance, and enforcement.

Entire Agreement

This agreement constitutes the entire understanding between the parties with regard to the services described herein and is not intended to be and will not be construed, interpreted, or otherwise linked to any other contract, agreement, or understanding that may exist between the parties.

Counterparts

This agreement may be signed in counterparts, and each counterpart will be deemed to be an original and all of which, when taken together, will be deemed to be one agreement. The parties may sign and transmit this agreement electronically.

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Use of Product

The affiliate acknowledges and agrees to read all product warning labels, is over the age of 18, and has no medical condition that would prevent the affiliate from using and demonstrating the product.

Severability

If any provision of this agreement is invalid or unenforceable, the remaining provisions of this agreement will remain in full force. The waiver by either party of any default or breach of this agreement shall not constitute a waiver of any other or subsequent default or breach.