

Online Sale: 15% USD

PAYOUT DETAILS

Default Payout 15% of order sale amount

SCHEDULE

Action Locking Actions are locked 27 day(s) after end of the month they are tracked

Payout Scheduling Approved transactions are paid 20 day(s) after end of the month they lock

QUALIFIED REFERRALS

Credit Policy Last Click

Referral Window Allow referrals from clicks within 30 day(s)
Referrals from impressions are not allowed

General Terms

Currency Financial transactions covered by this Template Term will be processed in the USD currency. Currency exchanges will occur when you or your partner(s) have set a different default currency in account settings.

Change Notification Period The Contract can be changed or cancelled with 1 day(s) notification to the Partner.

Reversal Policy Reversal of performance advertising actions are decided by the Advertiser governed by a max reversal percentage of 100%

Partner Tracking Pixel Advertiser does NOT allow Partner to fire their tracking pixel when the consumer action is completed.

INTRODUCTION

This Agreement contains the complete terms and conditions that apply to your participation in our affiliate program. By using www.berkeyfilters.com, you agree to be bound by its terms of use and shall comply thereof. This Agreement describes and encompasses the entire agreement between us and you, and supersedes all prior or contemporaneous agreements, representations, warranties and understandings with respect to the Site, the content and computer programs provided by or through the Site, and the subject matter of this Agreement. Amendments to this agreement can be made and effected by us from time to time without specific notice to you. Agreement posted on the Site reflects the latest agreement and you should carefully review the same before you use our site.

PROGRAM PARTICIPATION

To participate in our program, you need to submit a complete affiliate application. We reserve the right to reject your application or terminate this agreement any time upon written notification to you. All affiliates must have a physical location in the United States of America to participate and continue to participate in the program. Affiliates who move after approval and have a physical presence in a country outside the United States of America will be terminated. Applicants located outside the United States of America will not be approved for participation in the Berkey Filters Affiliate Program, until further notice.

USE OF THE SITE

The Site allows www.berkeyfilters.com to post offers of advertising programs sponsored by www.berkeyfilters.com or its affiliates on the system. The Programs will specify the amount and terms under which Publisher will receive payment when the applicable Program's requirements are fulfilled. Compensation is derived from a specified event identified in a Program, such as clicks, click-throughs, sales, registrations, impressions, and leads. The definition of the Event associated with a Program is set forth in the Program's specifications, and such definition shall govern. If Publisher accepts a Program, Publisher agrees to place that Program's advertising creative on Publisher's Media, in accordance with the terms of the relevant Program and these Terms and Conditions.

LIMITED RIGHT TO USE AND PROHIBITIONS

The site gives you a revocable right to view, print or download of any content, video, audio, graphic, form or document from the Site which is nonexclusive and shall be used solely for your personal, noncommercial purposes limited to the use as is reasonably required to view and listen to the content and navigate through the pages and links generally available to the public using a standard Internet browser and standard media player, and not for republication, distribution, assignment, sublicense, sale, preparation of derivative works or other use. Reproduction in any form or incorporation into any information retrieval system, electronic or mechanical, other than for your personal,

noncommercial use on any part of any content, graphic, form or document, shall be prohibited.

BANNER AND LINK GUIDELINES

Consumers must first come to your site where you have a Berkey Filters banner or affiliate link hosted on your own site. They then must be able to click either a banner or a link in order to come to our site for purchase. Navigation or pages that automatically redirect to ours are prohibited. An example that is allowed: Consumers come to your site, see a banner or link for Berkey Filters, click the banner or link, and then come to our site for purchase. An example that is NOT allowed: Consumer searches for Berkey Filters in a search engine, sees a search result that is from your site, then clicks the link and it automatically redirects them to our site. An example that is NOT allowed: Consumer comes to your page, sees a navigation option, clicks on it and automatically gets redirected to our site.

ACCEPTABLE ADVERTISING METHODS

As an affiliate, you earn revenue by generating sales/leads of our products or our affiliates' products. You generate these sales/leads by encouraging web users to visit our sites. You may advertise products via: email, banners, text links and button links, as well as any other content provided by your affiliate manager.

ALL PAY-PER-CLICK ADS SUCH AS GOOGLE ADWORDS, BING, ETC. THAT LINK DIRECTLY TO OUR SITE ARE STRICTLY PROHIBITED.

As an affiliate of www.berkeyfilters.com you may advertise our products via: email, banners, text links and button links. However, advertising any sales events or promotions that we run through our site, is strictly prohibited. In addition, it is not permissible to advertise a percentage off or coupon for our products without previous arrangement from the affiliate manager.

COMMISSION / REFERRAL FEES

Payment of commissions and or referral fees shall be based on the number of leads closed or sold products that you referred to us through a special link. Commissions are paid on gross sales, excluding tax and shipping where applicable. Processing of payment is free of charge, however, payment made to you via paypal will be subject to paypal's own payment processing fees. Modifications and or amendments for any reason at any time to the Commission Structure of our program shall be reserved by www.berkeyfilters.com and such changes shall be posted at our web site or emailed to your notification email. Your continued link to your affiliate site will be considered as acceptance of these changes. Commissions can go up as well as down.

PAYMENTS AND PROCESSES

Commissions paid to the affiliate are based on closed leads and or sold products. Payments are processed through Impact.

TERM OF THE AGREEMENT

This agreement shall commence from the time of our acceptance of your affiliate application and shall end when terminated by either

party. Either party may terminate this Agreement at any time, with or without cause, by giving the other party written notice of termination. Upon the termination of this Agreement for any reason, you will immediately cease use of, and remove from your site all graphics, banners, 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. Members and affiliates found not in compliance with the membership and affiliate Terms & Conditions will be immediately terminated without notice.

EDITING, DELETING, AND MODIFICATION

We may edit, delete or modify any of the terms and conditions contained in this Agreement, at any time and in our sole discretion, by posting a notice or a new agreement on our site. YOUR CONTINUED PARTICIPATION IN THE PROGRAM FOLLOWING OUR POSTING OF A CHANGE NOTICE OR NEW AGREEMENT ON OUR SITE WILL CONSTITUTE BINDING ACCEPTANCE OF THE CHANGE.

The affiliate links provided by www.berkeyfilters.com are strictly for use on the site or sites indicated on your application. If you change your URL in the future, the Affiliate Manager must be notified in writing of the change, so that it may be approved for use and updated in the affiliate profile. ACKNOWLEDGMENT OF RIGHTS

You hereby acknowledge that all rights, titles, and interests, including but not limited to rights covered by the Intellectual Property Rights, in and to the site, and that you will not acquire any right, title, or interest in or to the Program except as expressly set forth in this Agreement. You will not modify, adapt, translate, prepare derivative works from, decompile, reverse engineer, disassemble or otherwise attempt to derive source code from any of our services, software, or documentation, or create or attempt to create a substitute or similar service or product through use of or access to the Program or proprietary information related thereto.

FRAUD FRAUDULENT ACTIVITIES

If fraud is detected, the affiliate's account will be made inactive pending further investigation. The following activities, but not limited to, may be considered as fraudulent and shall be subjected for investigations: have click-through rates that are much higher than industry averages; use fake redirects, automated software, and/or fraud to generate Events from the Programs; click programs generating clicks with no indication by site traffic; have shown fraudulent leads as determined by the Advertisers; If Publisher fraudulently adds leads or clicks or inflates leads or clicks by fraudulent traffic generation as determined solely by www.berkeyfilters.com, the affiliate will forfeit its entire commission for all programs and its account will be terminated. If the affiliate is notified that fraudulent activities may be occurring on its Media, and the affiliate fails to take prompt action to stop the fraudulent activities, then, in addition to any other remedies available to us, affiliate 3 9/9/2022 Affiliate Terms & Conditions shall be responsible for all costs and legal fees arising from these fraudulent activities. In addition, in the event that affiliate has already received payment

for fraudulent activities, www.berkeyfilters.com reserves the right to seek credit or remedy from future earnings or to demand reimbursement from the affiliate.

WARRANTY DISCLAIMER AND LIMITATIONS 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. 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. The information, content, and services on the site are provided on an "as is" basis. Affiliates use the site and run the programs at its own risk.

CONFIDENTIALITY

You agree not to disclose information you obtain from us and or from our clients. All information submitted to Affiliate/Publisher by an end-user customer pursuant to a Program is proprietary information of www.berkeyfilters.com, its affiliates, and/or the Advertisers. Such customer information is confidential and may not be disclosed by the Publisher. Publisher agrees not to reproduce, disseminate, sell, distribute or commercially exploit any such proprietary information in any manner.

NON-WAIVER

Failure of the www.berkeyfilters.com to insist upon strict performance of any of the terms, conditions, and covenants hereof shall not be deemed a relinquishment or waiver of any rights or remedy that we may have, nor shall it be construed as a waiver of any subsequent breach of the terms, conditions or covenants hereof, which terms, conditions, and covenants shall continue to be in full force and effect. No waiver by either party of any breach of any provision hereof shall be deemed a waiver of any subsequent or prior breach of the same or any other provision.

MISCELLANEOUS

By accepting these terms and acting as an affiliate of www.berkeyfilters.com, you agree not to enter into or start a distributorship in direct competition against www.berkeyfilters.com. In the event this policy is violated, the affiliate will forfeit its entire owed commission and its account will be terminated. As an affiliate of www.berkeyfilters.com, you may advertise our products via email, banners, text links and button links. However, advertising any sales events or promotions that we run through our site, is strictly prohibited. In addition, it is not permissible to advertise a percentage off or coupon for our products without previous

arrangement from the affiliate manager. This Agreement shall be governed by and construed in accordance with the substantive laws of Colorado, without any reference to conflict-of-laws principles. Any dispute, controversy or difference which may arise between the parties out of, in relation to or in connection with this Agreement is hereby irrevocably submitted to the exclusive jurisdiction of the courts of Colorado, to the exclusion of any other courts without giving effect to its conflict of laws provisions or your actual state or country of residence. The United Nations Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transactions Act is specifically excluded from the application of this agreement. The entire agreement between the parties with respect to the subject matter hereof is embodied on this agreement and no other agreement relative hereto shall bind either party herein. The rights of the affiliate of whatever nature cannot be assigned nor transferred to anybody, and any such attempt may result in termination of this Agreement, without liability to us. However, we may assign this Agreement to any affiliate at any time without notice. In the event that any provision of these Terms and Conditions is found invalid or unenforceable pursuant to any judicial decree or decision, such provision shall be deemed to apply only to the maximum extent permitted by law, and the remainder of these Terms and Conditions shall remain valid and enforceable according to its terms.

MANUFACTURER MINIMUM ADVERTISED PRICE (MAP) POLICY

Berkey® Water Systems | New Millennium Concepts, Ltd. (hereafter NMCL) Minimum Advertised Price (MAP) Policy helps preserve the value of Berkey® products in the market and maintain profit margins for all Authorized Berkey® Dealers. All Berkey® Dealers are required to comply with NMCL's MAP & Advertising Policy to maintain their status as an Authorized Berkey® Dealer. Breaking this policy may result in Dealer's account being suspended and systematic violations may result in Dealer's account being terminated. Advertising products to the general public below the listed MAP prices (chart at the end of the document) will be in violation of this policy. Violations also include offering of any discounts and/or tactics whatsoever that bring the advertised price below the listed MAP price. This policy is applicable to any and all forms of advertising media to the general public. Use of the words "sale", "official" or "original" are not permitted. When advertising, you are not permitted to use the word "sale" unless you specify a MAP-compliant sale. Any reference to a % off should include at least one approach of the following verbiage referencing the discount %. Remember, the max discount you are allowed to advertise on Qualifying Berkey® Bundles described above is 10%.

The discount % off of MSRP or MAP for specific products must be MAP compliant.

You may say "Up to XX% off qualifying bundles", or "Up to XX% off on qualified bundles". (Key words here are "Qualifying/Qualified Bundles") 5/9/2022 Affiliate Terms & Conditions Using coupon and promotion code websites. You may post coupons on "Coupon

Websites” and “Promo Code websites” as long as they clearly explain exactly what the coupon discount is, and as long as the discount is MAP compliant. Examples of Compliant Coupons or Promotion Codes:

Berkey® Coupon - Free Freight on orders over \$50

Berkey® Coupon - 5% OFF MSRP Big Berkey® Bundle with PF-2™ Fluoride and Arsenic Reduction Elements

Use Coupon Code ***** for up to 10% Off Qualifying Bundles. (Key words here are “Qualifying Bundles”) Examples of MAP Non-Compliant Coupons or Promotion Codes:

Use code ***** for 5% Off.

Use code ***** at checkout for 5% off of your total purchase!

Berkey® Coupons & Promo Codes (shows no details about possible discounts)

Berkey® Discount Code ******, apply in cart

Use discount code ****** for 10% off on Berkey® Systems or products.

AFFILIATE PROGRAMS.

Dealers with affiliate programs must make sure that their affiliate websites, social media postings, link trees, and affiliate coupons or discount offerings observe the MAP Policy. As affiliates are a partner relationship extension of a Dealer’s own business, Dealers will be held accountable for their affiliates breaking the Map & Advertising Policy as if it were themselves. This includes not posting prices under MAP and/or non-compliant sales promotions or coupon codes to the general public. MAP pricing and advertising restrictions do not apply to prices, coupon codes and promotions to closed groups, or customer lists that have signed up to receive direct communications not received or accessible to the general public. Affiliates may post coupon codes to the public as long as they are compliant to the Map & Advertising Policy.

These terms and conditions supplement the following agreement and govern your performance marketing relationship for this program. https://app.impact.com/display-terms-pdf/Terms.pdf?id=__9XpvYq1Sf08ai2jmVgvAaGd67hvLXK8m