

Affiliate Agreement

This Agreement is made as of _____ [Date], by and between _____ [Your Name], located at _____ [Your Address] ("Affiliate"), and UV International Traders Inc. DBA Wellness Extract, located at Unit 1A- 30508 Great Northern Avenue, Abbotsford, British Columbia, V2T 6H4, Canada ("Wellness Extract" or "Company").

1. Purpose of Agreement:

This Agreement governs the participation in Affiliate Marketing by the Affiliate for the Company.

2. Definition of an Affiliate:

An Affiliate Marketer is an individual or entity that promotes products or services of a company in exchange for a commission on sales or leads generated through their marketing efforts. They use various channels, such as websites or social media, to advertise and direct traffic to the company's offerings. The relationship is governed by an Affiliate Agreement outlining obligations, compensation, and other terms.

3. Grant of Rights:

The Affiliate grants the Company a worldwide, non-exclusive, royalty-free, sublicensable, and transferable license to use, reproduce, distribute, prepare derivative works of, display, and perform the UGC in connection with the Company's business.

4. Attribution:

The Company hereby grants the Affiliate Marketer a non-exclusive, revocable license to market and promote the Company's products or services. The Affiliate Marketer is authorized to use the Company's promotional materials, available in the 'Resources' section of the Wellness Extract website, and trademarks solely for the purpose of driving sales or leads to the Company. This license terminates upon the expiration or termination of the Affiliate Agreement.

5. Compensation: Affiliate Marketing:

Exhibit A attached hereto outlines the compensation details.

6. Representations and Warranties:

The Affiliate represents and warrants that:

1. **Compliance with Laws:** The Affiliate Marketer represents and warrants that they will comply with all applicable federal, state, and local laws, ordinances, and regulations in carrying out their obligations under this Agreement.

2. **Good Standing:** The Affiliate Marketer represents that they are in good legal standing and have the authority to enter into this Affiliate Agreement.
3. **Non-Infringement:** The Affiliate Marketer warrants that their marketing activities will not infringe upon the intellectual property, privacy, or other rights of any third party.
4. **Ethical Conduct:** The Affiliate Marketer assures that they will conduct all affiliate activities in an ethical manner and will not engage in deceptive practices.
5. **Accurate Information:** The Affiliate Marketer confirms that all information provided to Wellness Extract for the purpose of this Agreement is accurate and up-to-date.
6. **Independent Contractor:** The Affiliate Marketer acknowledges that they are an independent contractor and not an employee of Wellness Extract.
7. **No Guarantees:** The Affiliate Marketer understands that Wellness Extract makes no guarantees regarding potential income as a result of this Agreement or as a result of the Affiliate Marketer's promotional efforts.
8. **Indemnification:** The Affiliate Marketer agrees to indemnify and hold harmless Wellness Extract, its directors, officers, employees, and agents from and against all claims, losses, expenses, or liabilities that arise from or relate to their marketing activities.
9. **Promotional Materials:** The Affiliate Marketer represents that they will only use promotional materials provided by Wellness Extract and will not create their own unless granted written permission by Wellness Extract.
10. **Data Protection:** The Affiliate Marketer will comply with all applicable data protection and privacy laws, including but not limited to the GDPR and CCPA, in the collection and handling of data gathered through their marketing activities.

7. Termination:

1. **Termination by Wellness Extract:** Wellness Extract reserves the right to terminate this Agreement immediately, without notice, if the Affiliate Marketer is found to be in violation of any terms or conditions herein.
2. **Termination by Affiliate Marketer:** The Affiliate Marketer may terminate this Agreement by providing written notice to Wellness Extract, subject to any notice period of 2 business weeks specified in the Agreement.

3. Termination for Cause: Either party may terminate this Agreement for cause, such as breach of the Agreement, upon providing written notice to the other party and allowing a cure period as defined in the Agreement.
4. Automatic Termination: This Agreement will automatically terminate upon the expiration of its term, unless renewed by both parties in writing.
5. Effect of Termination: Upon termination, the Affiliate Marketer must immediately cease all promotional activities related to Wellness Extract, and any earned but unpaid commissions will be paid according to the terms of the Agreement.
6. Return of Materials: Upon termination, the Affiliate Marketer must promptly return or destroy all confidential information, promotional materials, and any other resources provided by Wellness Extract.
7. Survival: Sections relating to confidentiality, indemnification, and any other obligations that by their nature should survive termination, will continue in effect beyond termination of this Agreement.
8. No Damages: Neither party shall be liable to the other for any damages, whether direct or indirect, resulting from the termination of this Agreement as long as the termination complies with the terms herein.
9. Dispute Resolution: Any disputes arising from the termination of this Agreement will be resolved according to the dispute resolution clause in this Agreement.

9. Proprietary Information and Inventions.

a. Proprietary Information.

1. The Affiliate acknowledges that the Affiliate's relationship with the Company is one of high trust and confidence and that in the course of Affiliate's service to the Company, the Affiliate will have access to and contact with Proprietary Information. The Affiliate will not disclose any Proprietary Information to any person or entity other than employees of the Company or use the same for any purposes (other than in the performance of the services) without written approval by an officer of the Company, either during or after the Consultation Period, unless and until such Proprietary Information has become public knowledge without fault by the Affiliate.
2. For purposes of this Agreement, Proprietary Information shall mean, by way of illustration and not limitation, all information, whether or not in writing, whether or not patentable and whether or not copyrightable, of a private, secret or confidential nature, owned, possessed or used by the Company, concerning the Company's business, business relationships or financial affairs, including, without limitation, any

Invention, formula, vendor information, customer information, apparatus, equipment, trade secret, process, research, report, technical or research data, clinical data, know-how, computer program, software, software documentation, hardware design, technology, product, processes, methods, techniques, formulas, compounds, projects, developments, marketing or business plan, forecast, unpublished financial statement, budget, license, price, cost, customer, supplier or personnel information or employee list that is communicated to, learned of, developed or otherwise acquired by the Affiliate in the course of Affiliate's service as a Affiliate to the Company.

3. The Affiliate agrees that the Affiliate's obligation not to disclose or to use information and materials of the types set forth in paragraphs above, and Affiliate's obligation to return materials and tangible property extends to such types of information, materials and tangible property of customers of the Company or suppliers to the Company or other third parties who may have disclosed or entrusted the same to the Company or to the Affiliate.

10. Independent Contractor Status.

The parties shall be deemed independent contractors for all purposes hereunder. Accordingly:

- A. The Affiliate will use its own equipment, tools and materials to perform its obligations hereunder.
- B. The Client will not control how the Service is performed on a day-to-day basis and the Affiliate will determine when, where and how the Service will be provided.
- C. The Client will not provide training to the Affiliate.
- D. The Affiliate will be solely responsible for all state and federal income taxes in connection with this Agreement.

This Agreement does not constitute an employment, partnership, joint venture or agency between the parties hereto, nor shall either of the parties hold itself out as such contrary to the terms hereof by advertising or otherwise nor shall either of the parties become bound or become liable because of any representation, action or omission of the other.

11. Wellness Extract Product Portfolio:

Please refer to Exhibit B for details on the product portfolio, which includes background information on various products offered by the Company.

12. Amendments:

Any changes to this Agreement must be in writing and signed by both parties.

SIGNATURE

By signing below, both parties agree to the terms and conditions outlined in this UGC Agreement.

V Dass

Virender Dass, CEO and Founder
Wellness Extract (Company)
Date: _____

[Your Name] (Affiliate)
Date: _____

Exhibit A

Affiliate Marketing Compensation Details

First referral purchase commission per product:

Product Name	Commission
Wellness Extract Eannatto Deltagold Tocotrienols	10 %
Wellness Extract Bovine Colostrum Powder	20%
Geranylgeraniol (GG-Essential)	10%
Bio-Qunol (DuoQuinol®)	10%
Wellness Extract Cell Dtox	30%

Following the initial purchase, and for the next three consecutive purchases, a commission will be applied per product.

Product Name	Commission
Wellness Extract Eannatto Deltagold Tocotrienols	5%
Wellness Extract Bovine Colostrum Powder	10%
Geranylgeraniol (GG-Essential)	5%
Bio-Qunol (DuoQuinol®)	5%
Wellness Extract Cell Dtox	10%

Each sale generated by the 'Affiliate' will undergo a 30-day holding period before disbursal. All commissions will be automatically released on the 15th and 30th/31st of each month.

Exhibit B

Wellness Extract Product Portfolio

Visit Website: <https://wellnessextract.com/>

1. **Wellness Extract Eannatto Deltagold Tocotrienols:**

A unique Vitamin E supplement derived from annatto plants, featuring tocotrienols only. Extensively studied for benefits in cardiovascular, bone, and skin health. Recommended dosage varies between 100-900 mg daily depending on condition-specific needs.

2. **Wellness Extract Bovine Colostrum Powder:**

A 100% natural immunoglobulin supplement harvested from grass-fed, hormone-free dairy cows within 6 hours of calving. Supports immunity, gut health, and strengthens hair and nails.

3. **Geranylgeraniol (GG-Essential):**

An endogenous nutrient that declines with age. Supports protein synthesis and hormone production. Particularly beneficial for individuals on cholesterol-lowering statins, aiding in normal energy levels and graceful aging.

4. **Bio-Qunol (DuoQuinol®):**

A patented combination of ubiquinol (CoQ10) and geranylgeraniol (GG). Supports heart function and cellular energy, specifically designed to meet the unique needs of individuals on statin medications. Helps alleviate common side effects such as muscle pain.

5. **Wellness Extract Cell Dtox:**

A safe blend of trace minerals with a mechanism involving humic and fulvic acids. Aids in nutrient absorption and provides a better surface area for detoxification through the inclusion of zeolite.