

**10X Health Network™**  
**Affiliate Terms & Conditions**

- 1. The Agreement.** These Terms & Conditions govern the relationship between you, as an 10X Health Network Independent Affiliate (hereafter “You” or Affiliate) and 10X Health Network, LLC (hereafter “10X Health Network” or the “Company”). These Terms & Conditions make up the Agreement between You and 10X Health Network. Any promises, representations, offers, or other communications not expressly set forth in the Agreement are of no force or effect.
- 2. Independent Contractor Status.** You are an independent contractor and not an employee, partner, legal representative, or franchisee of 10X Health Network. You are solely responsible for paying all expenses that You incur, including but not limited to travel, food, lodging, secretarial, office, long distance telephone and other business expenses. **AFFILIATE SHALL NOT BE TREATED AS AN 10X HEALTH NETWORK EMPLOYEE FOR FEDERAL OR STATE TAX PURPOSES.** 10X Health Network is not responsible for withholding and shall not withhold or deduct FICA, or taxes of any kind from any remuneration that You may earn as an Affiliate. You are not entitled to workers compensation or unemployment security benefits of any kind from 10X Health Network.
- 3. Income Taxes.** As an independent contractor, You are responsible for paying local, state, and federal taxes on any taxable income generated as an Affiliate. Every year, 10X Health Network will provide an IRS Form 1099 MISC (Non-employee Compensation) earnings statement to each U.S. resident Affiliate who: 1) Had earnings of \$600 or more from commissions in the previous calendar year; or 2) Made purchases during the previous calendar year in excess of \$5,000. To facilitate this reporting, You must provide 10X Health Network with your Social Security Number, Employer Identification Number, or Taxpayer Identification Number (as appropriate) upon request.
- 4. Adherence to the Agreement.** Affiliates must comply with the Agreement. If You do not agree to the Terms & Conditions of the Agreement, your sole recourse is to notify the Company and cancel the Agreement. Failure to cancel constitutes your acceptance of the Terms & Conditions. You must be in good standing, and not in violation of the Agreement, to be eligible for the receipt of Affiliate commissions.
- 5. 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, but amendments shall not apply retroactively to conduct that occurred prior to the effective date of the amendment. Notice of amendments shall be given to you by email at your email address on file with the Company. If You do not agree to any amendments, your sole recourse is to cancel the Agreement.
- 6. Affiliates’ Rights.** As an Affiliate, You:

  - Have the right to purchase 10X Health Network products for your own personal use and receive commissions on such purchases as provided herein.
  - Have the right to utilize various 10X Health Network provided and supported marketing strategies to promote the sale of 10X Health Network products and services to customers and earn commissions based on such purchases as set forth herein.
  - Have the right to refer other Affiliates to 10X Health Network and to earn bonuses on sales generated by such Affiliates as provided herein.

**7. Affiliate Commissions.** As an Affiliate, You will receive commissions based on the purchases of 10X Health Network products by yourself, your referred customers, and your referred Affiliates:

- You will earn 20% commissions (rebates) on your own personal purchases of 10X Health Network products. Such commissions are based on the purchase price exclusive of sales tax and shipping charges.
- You will earn 20% commissions on sales to your referred customers. Such commissions are based on the purchase price exclusive of sales tax and shipping charges.
- When an Affiliate whom you have personally referred to 10X Health Network purchases 10X Health Network products and/or refers customers to 10X Health Network, you will receive a bonus on such sales. This Tier 1 bonus shall be 10% of the Bonus Value (BV) of such products. BV is generally 50% of the Suggested Retail Price of 10X Health Network products, but may vary. Tier 1 bonuses are based on the BV of products exclusive of sales tax and shipping charges.

**8. No Unfair, Deceptive, or Misleading Conduct.** You agree that You will safeguard and promote the good reputation of 10X Health Network and its products, and that You will avoid all illegal, deceptive, misleading, unethical, or immoral conduct or practices in the promotion of 10X Health Network products. You agree that You will not engage in any conduct, or make any claims or statements, that may damage 10X Health Network's goodwill or reputation. You agree that You will not make any offensive or inappropriate communications in association with your marketing or promotion of 10X Health Network products (including for example but not limited to, marketing, websites, blog posts, social media posts, videos, audios, emails, Tweets, etc.).

**9. Advertising and Promotion.**

- You may advertise and promote the sale of 10X Health Network products provided your advertising and promotional methods are truthful and non-deceptive and comply with this Agreement and applicable law. In the advertising and promotion of 10X Health Network products, You agree as follows:
  - i. You agree that You will identify yourself as an "Independent Affiliate of 10X Health Network" or as an "10X Health Network Independent Affiliate" and not expressly state or imply that You are an employee of the Company.
  - ii. You agree that You will NOT use or display any of the Company's trademarks or logos except as expressly authorized herein or as specifically permitted when using banners or other advertising materials provided to You by 10X Health Network.
  - iii. You agree that You will NOT make use of "spam" or unsolicited commercial email to promote 10X Health Network products or the Affiliate opportunity. If You send any emails promoting the 10X Health Network products or the Affiliate opportunity, such emails must strictly comply with state and federal laws regarding unsolicited commercial email. At a minimum, such emails must:
    1. Contain a functioning return email address to You;
    2. Include an "opt-out" notice that advises the recipient that he or she may reply to the email or otherwise notify You to request that future email solicitations or correspondence not be sent to him or her;
    3. Include your physical mailing address;
    4. Clearly and conspicuously disclose that the message is an advertisement or solicitation; and
    5. Contain no deceptive subject lines or false header information.

- iv. You agree that You will honor all opt-out requests that You receive, regardless of how delivered to You.
- v. You agree that You will NOT use or transmit unsolicited faxes.
- vi. You agree that You will NOT engage in telemarketing or send unsolicited SMS text messages to promote 10X Health Network products.
  - 1. You may only place telephone calls promoting 10X Health Network products to persons with whom You have a pre-existing personal or business relationship.
  - 2. You may only send SMS Text messages promoting 10X Health Network products to persons who have specifically requested that you send an SMS text to them with information about 10X Health Network products.
- vii. If You use any form of social media to advertise or promote 10X Health Network products or the Affiliate opportunity, You must identify yourself as an “Independent Affiliate of 10X Health Network” or as a “10X Health Network Independent Affiliate” and strictly comply with any such social media site’s restrictions and policies regarding commercial activity. If a social media site prohibits commercial activities, You absolutely shall not promote 10X Health Network products or the Affiliate opportunity at such site.
- viii. When promoting or discussing 10X Health Network products in any type of promotional media (e.g., social media, blog posts, email, etc.) or in person, You agree that You WILL NOT make claims, including but not limited to testimonials, about the products that are not consistent with the claims contained in 10X Health Network-produced literature or posted on 10X Health Network’s official website. **Under no circumstances may You state or imply that any 10X Health Network product is useful in the diagnosis, treatment, cure, or prevention of any disease, illness, injury, or other medical condition.**
- ix. **When promoting or discussing the 10X Health Network Affiliate opportunity in any type of promotional media (e.g., social media, blog posts, email, etc.) or in person, You agree that You WILL NOT make any type of income or earnings representation whatsoever.**
- You are fully responsible for all your verbal and written statements made regarding 10X Health Network products and the Affiliate opportunity that are not expressly contained in official 10X Health Network materials. This includes statements and representations made through all sources of communication media, whether person-to-person, in meetings, online, through social media, in print, or any other means of communication. You agree to indemnify 10X Health Network and its directors, officers, employees, and agents, and hold them harmless from all liability including judgments, civil penalties, refunds, attorney fees, court costs, or lost business incurred by any of them as a result of your unauthorized representations or actions. This provision shall survive the termination of the Agreement.

**10. Assignment of Rights and Delegation of Duties.** You may not assign any rights under the Agreement without the prior written consent of 10X Health Network. Any attempt to transfer or assign the Agreement without the express written consent of 10X Health Network renders the Agreement voidable at the option of 10X Health Network and may result in termination of the Agreement. If the assets of 10X Health Network, or a controlling ownership interest in 10X Health Network, is transferred to a third party, 10X Health Network may assign its rights and delegate its duties and obligations under the Agreement to such third party as part of the sale or transfer.

**11. Return/Replacement Policy.** If you as an Affiliate purchase any products from 10X Health Network for your own personal use, the following return/replacement policy applies to your purchases.

10X Health Network is committed to our customers' health and safety. To that end, all consumable goods to include vitamins, supplements and medications cannot be returned once they have been shipped. Since we maintain the highest standards of quality control, we will not accept returns of any kind and therefore, we advise that you properly dispose of any unwanted consumable goods.

Defective Items: If a consumable or durable good that you purchase from us is damaged, you must indicate with the delivery driver and secure a signed confirmation of the damage at the time of delivery. In cases where the product is either damaged or defective, you must contact our customer service team upon receipt or the following business day as applicable at: [support@10xhealthsystem.com](mailto:support@10xhealthsystem.com).

**12. Refund/Exchange Policy.** If you as an Affiliate purchase any products from 10X Health Network for your own personal use, the following refund policy applies to your purchases.

While 10X Health Network is committed to your satisfaction and will endeavor to ensure that your expectations are always fulfilled, due to the nature of our products, we do not offer refunds or exchanges on all packaged and shipped orders.

All sales on durable goods sold on our site are final. Should you have additional questions regarding our refund policy, please contact our customer service team at: [support@10xhealthsystem.com](mailto:support@10xhealthsystem.com).

- **Purchase Cancellations.** Since we have same-day processing on our consumable goods, cancellations are not permitted. Most of our durable goods are built to order and not subject to cancellation once processed. Should you have additional questions regarding our cancellation policy, please contact our customer service team at: [support@10xhealthsystem.com](mailto:support@10xhealthsystem.com).
- **Autoship Cancellation.** 10X Health Network offers an Autoship program for customers and Affiliates who wish to receive our products on a recurring basis. If you elect to participate in this program and wish to cancel your Autoship Agreement, please observe the following guidelines:
  - i. **Cancellation Deadline:** To avoid incurring charges for your next Autoship shipment, you must cancel your Autoship Agreement at least 2 business days before your scheduled billing date.
  - ii. **Cancellation Methods:** You may cancel your Autoship Agreement by logging into your account on our website and selecting the "cancel Autoship" option. Alternatively, you may contact our customer service team at [support@10xhealthsystem.com](mailto:support@10xhealthsystem.com) to request a cancellation.
  - iii. **Refunds:** We do not offer refunds for Autoship products that have already been processed.
  - iv. **Automatic Renewals:** If you fail to cancel your Autoship Agreement by the cancellation deadline, your Autoship Agreement will be automatically renewed for the next shipment cycle and normal billing charges will apply.

If applicable to you, see the Autoship Agreement Terms & Conditions for complete details.

- 13. Waiver.** Any waiver by either Party of any breach of the Agreement must be in writing and signed by an authorized agent of the Party against which the waiver is asserted. Any waiver of a breach by a Party shall be a one-time waiver only and shall not operate or be construed as a waiver of any subsequent breach.
- 14. Waiver of Right of Publicity.** You grant 10X Health Network an irrevocable license to reproduce and use your name, photograph, video, personal story, testimonial, and/or likeness in its advertising or promotional materials, including but not limited to use in online forums. You waive all claims for remuneration for such use and all rights to inspect or approve all draft, beta, preliminary, and finished material.
- 15. Minimum Age.** You certify that You are at least 18 years of age.
- 16. Severability.** 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 so that it is in compliance with the law and reflects the purpose of the original provision as closely as possible. The existence of any claim or cause of action of an Affiliate against 10X Health Network shall not constitute a defense to 10X Health Network's enforcement of any term or provision of the Agreement.
- 17. Term of the Agreement.** The term of the Agreement is one year from the date of enrollment. Unless the Agreement has been terminated as provided herein, the Agreement shall automatically renew for annual one-year terms on each anniversary of the enrollment date. Either Party may cancel the Agreement at any time and for any reason.

**10X Health Network 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 distribution of its products and/or services via direct selling and/or Affiliate marketing channels.**

- 18. Trademarks and Copyrights.** The name "10X Health Network" and other names and logos as may be adopted by the Company are proprietary trade names, trademarks, and service marks of 10X Health Network. The Company grants You a limited license to use its trademarks and trade names in promotional media for so long as the Agreement is in effect. Upon cancellation of the Agreement for any reason, the license shall expire, and You agree that You shall immediately discontinue all use of the Company's trademarks and trade names. Under no circumstances may You use any of 10X Health Network's trademarks or trade names in any email address, website domain name, social media handle, or social media name or address.

In addition, Company-produced Sales Tools, videos, audios, podcasts, and printed material are copyrighted. You agree that You will not copy or make derivatives of any such materials for your personal or business use without the Company's prior written approval.

- 19. Violation of the Agreement.** You agree that if You fail to comply with any of the terms or conditions of this Agreement, or engage in any illegal, fraudulent, deceptive or unethical business conduct, or

take any action (or as the case may be, fail to take any action) that results in damage to the Company's reputation or goodwill, 10X Health Network may, at its sole and absolute discretion, temporarily suspend your Affiliate status, involuntarily terminate this Agreement, or take any other action that the Company deems appropriate to address your misconduct. Such disciplinary measure may include but shall not be limited to: a) the issuance of a written warning; b) a requirement that You take corrective measures; or c) the withholding of all or part of your commissions during the period that 10X Health Network is investigating any conduct that is allegedly in violation of this Agreement. In situations that 10X Health Network deems appropriate, the Company may institute legal proceedings for monetary and/or equitable relief.

**20. Arbitration. You agree that in the event of a dispute between You and 10X Health Network relating to the Agreement, the Affiliate opportunity, or the rights and obligations of either party, such dispute shall be resolved by binding arbitration. The parties waive all rights to trial by jury or to any court. The arbitration shall be filed with and administered by JAMS in accordance with its Consumer Arbitration Rules, which are available on its website at [www.jamsadr.org](http://www.jamsadr.org). 10X Health Network will send a copy of the JAMS Commercial Arbitration rules to You upon your request to the Customer Service Department. Notwithstanding the rules of JAMS, unless otherwise stipulated by the parties, the following shall apply to all Arbitration actions:**

- The Federal Rules of Evidence shall apply in all cases.
- The parties shall be entitled to all discovery rights permitted by the Federal Rules of Civil Procedure.
- The parties shall be entitled to bring motions under Rules 12 and/or 56 of the Federal Rules of Civil Procedure.
- The arbitration hearing shall commence no later than 365 days from the date on which the arbitrator is appointed and shall last no more than five business days.
- The parties shall be allotted equal time to present their respective cases.
- The Arbitrator's Award will consist of a written statement stating the disposition of each claim. The award will also provide a concise written statement of the essential findings and conclusions on which the award is based.
- Unless the parties agree otherwise, all arbitration proceedings shall be held in Wilmington County, Delaware. There shall be one arbitrator selected from the panel provided by JAMS. Each party to the arbitration shall be responsible for its own costs and expenses of arbitration, including legal and filing fees.
- The decision of the arbitrator shall be binding on the parties and may, if necessary be reduced to a judgment in any court of competent jurisdiction.
- Remedies available to You under U.S. federal laws, and the state and local laws of your state, shall remain available to You in any arbitration proceeding.
- If the value of the relief sought is \$25,000 or less, the arbitration shall be conducted based solely on written submissions, unless either party requests an in-person, telephonic, or videoconference hearing or the arbitrator decides that a hearing is necessary. In cases where an in-person hearing is held, either party may attend by telephone or video conference unless the arbitrator requires otherwise.
- This agreement to arbitrate shall survive the cancellation or termination of the Agreement.
- Any dispute relating to whether the dispute is subject to arbitration shall be decided through arbitration.

- 21. Arbitration Opt-Out.** If You do not wish to be subject to this Arbitration provision, You may opt-out by notifying 10X Health Network in writing of your desire to opt-out of this Arbitration provision within 30 days of your enrollment in the Affiliate program. The opt-out notice shall be sent via email to [affiliates@10xhealthsystem.com](mailto:affiliates@10xhealthsystem.com) or by regular mail to 10X Health Network, Attn: Compliance Department, 109 E. 17<sup>th</sup> Street, Suite 490, Cheyenne, WY 82001. If You opt-out of arbitration, jurisdiction and venue for the dispute shall be in Wilmington County, State of Delaware, and the dispute shall be governed by the laws of the State of Delaware, without regard to principles of conflicts of laws.
- 22. Disputes Not Subject to Arbitration.** Notwithstanding paragraph 20, the following disputes shall not be subject to arbitration:
- Action to enforce an arbitration award or order. Either party may bring an action in a court properly vested with jurisdiction to enforce an arbitration award or order.
  - Actions for emergency equitable relief. Either party may apply to any court having jurisdiction for a writ of attachment, a temporary injunction, preliminary injunction, permanent injunction, or other relief available to safeguard and protect its intellectual property rights.
  - Claims that are within the jurisdictional limit of the small claims court in jurisdiction in which the Affiliate resides. Notwithstanding any other provision herein to the contrary, 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.
- 23. Class Action Waiver.** All disputes, whether pursued through arbitration or before the courts, that arise from or relate to the Agreement 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. You may opt out of this class action waiver if You wish by submitting written notice to the Company of your desire to opt out within 30 days from the date on which You enroll as an Affiliate. You may submit a written opt-out notice to [affiliates@10xhealthsystem.com](mailto:affiliates@10xhealthsystem.com) or 10X Health Network, Attn: Compliance Department, 109 E. 17<sup>th</sup> Street, Suite 490, Cheyenne, WY 82001.
- 24. Governing Law.** The Federal Arbitration Act shall govern all matters relating to arbitration. Except as is otherwise specifically referenced in these Terms & Conditions, the law of the State of Delaware 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.
- 25. 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.
- 26. Headings and Titles.** The headings and titles used in this Agreement are included for convenience only and shall not limit or otherwise affect the terms and conditions of this Agreement.