

Our affiliates are very important to us. We do our best to treat you with the fairness and respect you deserve. We simply ask the same consideration of you. We have written the following affiliate agreement with you in mind, as well as to protect our company's good name. So please bear with us as we take you through this legal formality.

If you have any questions, please don't hesitate to let us know. We are strong believers in straight-forward and honest communication. For quickest results please email us at affiliates@l-nutra.com.

Best regards,

The L-Nutra Affiliate Team

INFLUENCER / AFFILIATE AGREEMENT

PLEASE READ THE ENTIRE AGREEMENT.

YOU MAY PRINT THIS PAGE FOR YOUR RECORDS.

THIS IS A LEGAL AGREEMENT BETWEEN YOU AND L-NUTRA, INC.

BY SIGNING THIS AGREEMENT, YOU ARE AGREEING THAT YOU HAVE READ AND UNDERSTAND THE TERMS AND CONDITIONS OF THIS AGREEMENT AND THAT YOU AGREE TO BE LEGALLY RESPONSIBLE FOR EACH AND EVERY TERM AND CONDITION.

1. Overview

This Agreement contains the terms and conditions that apply to you becoming an influencer / affiliate in L-Nutra's Influencer /Affiliate Program. It governs the promotion by you of L-Nutra's products on your website, websites of others, social media sites, in videos or other promotional recordings (visual or auditory), and any unique tracking links we provide to you to allow linking between your website or social media site and the L-Nutra websites (including, but not limited to, ProLonFast.com, FastBar.com, ProLonFMD.com and NutritionforLongevity.com), including any commissions received through such activities.

This Agreement is in addition to any Service Level Agreement (SLA) which may also be requested to be completed prior to your participation in L-Nutra's Influencer / Affiliate Program. The SLA contains specifics regarding remuneration, and may contain details and requirements relating to specific projects, tasks, or promotions. A single Influencer / Affiliate Agreement will be in effect, but you may have more than one (1) SLA at a given time.

Please note that throughout this Agreement, "we," "us," and "our" refer to L-Nutra, and "you," "your," and "yours" refer to the influencer / affiliate. Note: The Influencer / Affiliate Program is not available

to any licensed healthcare providers at this time. Any registrations by licensed health care providers will be null and void.

2. Influencer / Affiliate Obligations

2.1. You represent that you are not a licensed health care provider. Any registrations by licensed health care providers will be null and void.

2.2. You agree to adhere with any and all promotion and posting requirements and guidelines provided by L-Nutra, including, but not limited to, the Promotion Disclosure and Restriction Requirements in Section 6. You acknowledge that failure to adhere to all applicable promotion and posting requirements in this agreement may result in actions as indicated by current Company non-compliance policy, up to and including withholding of payment, suspension from the program, and/or contract termination.

2.3. As a member of L-Nutra's Influencer / Affiliate Program, you may from time to time receive product from L-Nutra for use and review. You agree that you will complete all required deliverables within 1 month of product shipment. All deliverables must be adequate, complete, and adhere to all requirements set forth in this agreement. Failure to complete deliverables within 1 month of product shipment, and/or failure to adhere to applicable requirements in this agreement may result in withholding of payment, suspension from the program, and/or contract termination.

2.4. As a member of L-Nutra's Influencer / Affiliate Program, from time to time you will be provided with HTML code (that provides for links to web pages within the appropriate site) and may be provided banner creatives, social media post content, ad campaign materials, and/or e-mail campaigns if appropriate for your needs (hereinafter "Your Links"). L-Nutra may also include instructions for use of Your Links, including, but not limited to, the manner in which they should be displayed and the timeframe that may be displayed. In order for us to accurately keep track of all guest visits from your site to ours, you must use the HTML code that we provide for each of Your Links. You agree to use the HTML code provided for your Links. You must also ensure that Your Links are updated when new ones are provided and all instructions provided with the new links are followed, including any timeframes by which links must be updated. Failure to ensure links are up-to-date and appropriately used may result in waiving the right to receive any potential payments and/or termination of contract for program participation.

2.5. You acknowledge that L-Nutra, Inc. has the right, at any time, to review your posts, promotional material, videos, and all other materials posted by you containing information regarding our brands /

products, and placement of Your Links, and agree that upon request from L-Nutra that you will change within two (2) business days any post or the placement or use of Your Links to comply with L-Nutra's request and the guidelines provided to you. You acknowledge that failure to comply with a request from L-Nutra will constitute a breach of this agreement and may result in withholding of payment(s) and/or the termination of your participation in the Influencer / Affiliate Program.

2.6. You agree that the maintenance and the updating of your site(s) and other avenues of sharing promotion of products will be your responsibility. You agree we may monitor your site(s) as we feel necessary to make sure that it is up-to-date and to notify you of any suggested changes that we feel should enhance your performance.

2.7. You agree that we may monitor your site(s) and materials associated with the Company and its products as necessary to ensure compliance with applicable federal and local laws. We will notify you of any necessary changes to comply with these laws and regulations, and you agree that you will make changes or remove content as requested and within the requested timeframe to the Company's satisfaction. Failure to make changes as and when requested will be considered non-compliance and subject to the Third Party Non-Compliance policy, including withholding of payment, and/or termination of this agreement.

2.8. You agree that any content you create while under this content is available to and may be used by the Company as deemed appropriate by and solely at the discretion of the Company. You also agree that any content you create while under this contract becomes the property of and may be used by the Company after contract termination by either or both parties.

2.9. It is entirely your responsibility to follow all applicable intellectual property and other laws that pertain to your social media and other websites, video sites, etc. You must have express permission to use any person's copyrighted material, whether it be a writing, an image, or any other copyrightable work. We will not be responsible (and you will be solely responsible) if you use another person's copyrighted material or other intellectual property in violation of the law or any third party rights.

2.10. You agree that your social media accounts, your website, and your other communications will not be used for any inappropriate purposes. What constitutes an inappropriate purpose is subject to L-Nutra's sole discretion and determination, and includes, but is not limited to:

- Promoting sexually explicit materials
- Promoting violence
- Promoting discrimination based on race, sex, religion, nationality, disability, sexual orientation, or age

- Promoting illegal activities
- Incorporating any materials which infringe or assist others to infringe on any copyright, trademark or other intellectual property rights or to violate the law
- Including “L-Nutra”, “ProLon”, or “Fast Bar” or other L-Nutra company or product name variations or misspellings thereof in its domain name
- Containing software downloads that potentially enable diversions of earnings or commission from other influencers / affiliates in our program.
- Creating or designing your website or any other website that you operate, explicitly or implied in a manner which incorporates or resembles the design and look and feel of our website(s), and creating or designing your website in a manner which leads customers to believe you are an affiliated business and their respective websites.
- Is generally unlawful, harmful, threatening, defamatory, obscene, harassing, or racially, ethnically or otherwise objectionable to us in our sole discretion.

3. L-Nutra, Inc. Rights and Obligations

3.1. L-Nutra agrees to provide you a CPA payment, as described in Section 4, in exchange for your participation in the Influencer / Affiliate Program.

3.2. L-Nutra will have access and rights to all content, including but not limited to videos, photos, and written or recorded material, you create about our company and/or products while you are subject to this agreement. L-Nutra becomes owner of and has the right at any time to use content created while you are subject to this contract, including after the contract is terminated by either or both parties.

3.3. L-Nutra, at its own discretion, may provide product to you from time to time for use and review. Shipment will be monitored to ensure there is 1 month from the date of shipment to complete deliverables.

3.4 L-Nutra may from time to time provide HTML code for Your Links and corresponding instructions as to the use, placement, and duration of use of Your Link. L-Nutra may provide Your Link and instructions at any time and without any notice.

3.5. We have the right to monitor your site, posts, etc. at any time to determine if you are following the terms and conditions of this Agreement. We may notify you of any changes to your site that we feel should or must be made. If you do not make the changes to your site that we feel are necessary

within two (2) business days, or within the timeframe otherwise requested at time of notification, we reserve the right to terminate your participation in the L-Nutra, Inc. Influencer / Affiliate Program.

4. CPA and Payment

4.1. For each eligible new customer that results from Your Links, L-Nutra shall pay you according to the commission program you have signed up for. Commission may be further detailed in the SLA.

4.2. An 'eligible purchase' for purposes of determining the CPA payout is a purchase by a new consumer (one that has not previously purchased product within the previous two (2) calendar years) and the purchase occurs within 30 days of that consumer's use of Your Links. A purchase is not an 'eligible purchase' for purposes of determining the CPA payout if:

- If the eligible purchase is returned.
- The purchase through Your Links is a result of fraud, deception, misrepresentation, or other unlawful act or conduct.
- If you or Your Links are not in complete compliance with the terms of this Agreement at the time of the consumer's purchase.

4.3. Influencer / Affiliate payments shall be made on a monthly basis. The payments will be made via check or PayPal. For checks, payments will be made out to the name and address you used during initial enrollment in the Influencer / Affiliate Program. L-Nutra is not obligated to provide notice or updates as to when Influencer / Affiliate payments are made or mailed. L-Nutra is not responsible for any errors in your name or address that were included in your Influencer / Affiliate Program registration. L-Nutra will not replace lost or stolen checks, however we will provide reasonable accommodation in cases where the postal service or other mail carrier used acknowledges that the loss or theft of the check is through their fault. L-Nutra will not reissue or replace expired checks. PayPal payments will be made via the e-mail you share for payment purposes.

4.4. You are solely responsible for compliance with all income tax and other wage-related laws applicable to your receipt of the payments from L-Nutra. L-Nutra does not and will not withhold and disperse any of payments to satisfy your obligations, including, but not limited to, federal and state income taxes, social security, Medicare, wage garnishes, child support payment, and alimony/spousal support payments. L-Nutra requires you to provide a valid tax ID prior to payment.

4.5. L-Nutra reserves the right to alter or change the terms of Influencer / Affiliate Payment eligibility and payment at any time. In the event a change, we will provide you written notice.

5. Access to Influencer / Affiliate Account Interface

You will be provided a log in access to track your sales and access influencer / affiliate links.

6. Promotion Requirements and Restrictions

6.1. Our products, including but not limited to ProLon, Fast Bar, and Nutrition for Longevity, are food products and are subject to both federal and state regulation. In particular, there are some legal restrictions regarding communications about our products. Therefore, you agree that any communications you make, whether directly or indirectly via your website, social media (including reposts), or other medium, must adhere to the following requirements (the "Requirements") and any additional requirements which may be added by L-Nutra and communicated to you from time to time:

- Must only contain claims permitted in the relevant product's current Claims List;
- Must comply with the Social Media Post Guidelines;
- Must comply with the Speaking Presentation Guidelines if a speaking or recording event; and
- Must adhere to all guidelines and information set forth in the Tips and FAQs documents.

All of these documents are provided with your Influencer / Affiliate enrollment packet, and are also available in your Influencer / Affiliate Account Interface. Each document is incorporated by reference herein. From time to time, L-Nutra may update these documents and shall notify you of the updates. You must comply with the most current documents, which are incorporated by reference herein. You must also adhere to requests for changes to your content to comply with these materials as and when requested by L-Nutra, and within the timeframes provided in this agreement and any communication from L-Nutra.

Adherence to these Requirements is a core principle of this Agreement, and any noncompliance shall be managed in accordance with the Third Party Non-Compliance Policy and may result in withholding of payment and/or termination of this agreement at the sole discretion of L-Nutra.

6.1.1. Certain promotions or communications require review and approval by L-Nutra prior to dissemination.

- Speaking Events. You must notify the Company at least five (5) business days before, or as soon as reasonable, of any speaking event, including but not limited to interviews, podcasts,

“live” social media events, and lectures, that are reasonably expected to relate to the Company, its products (including but not limited to ProLon, Fast Bar, and Nutrition for Longevity), and related scientific research (including but not limited to any research regarding fasting mimicking diets). Your notification must contain the date of the event, the expected subject matter, and your expected discussions regarding the Company, its products, and/or its scientific research. You must adhere to L-Nutra requirements and/or limitations on subject matter, statements, etc., and agree to adhere to current Claims Lists, Tips and FAQs, and other materials from L-Nutra. You also agree to adhere to the Speaking Presentation Guidelines. For such an event, you agree to comply with the Requirements.

- **Written Materials.** Written materials include, but are not limited to, research articles, news publications, and blog posts. Should you author, edit, or otherwise participate in the creation of any written material that discusses, promotes, or otherwise references in any way the Company, its products (including but not limited to ProLon, Fast Bar, and Nutrition for Longevity), and related scientific research (including but not limited to any research regarding fasting mimicking diets), you agree such material must be submitted to the Company for review prior to publication. For such written materials, you agree to comply with the Requirements. Should the Company not approve the written material, you agree to not publish the written material. Should the Company approve the written material on the condition edits be made, you agree to not publish the written material until all edits are incorporated to the Company’s satisfaction.
- **Social Media Materials.** Social media materials include, but are not limited to, posts, videos, stories, and comments on any social media platform (e.g., Facebook, Instagram, Twitter, Pinterest, Snapchat, TikTok, Reddit, Tumblr). For such social media materials, you agree to comply with Requirements, including editing materials as and when requested by the Company until all materials are to the Company’s satisfaction. Additionally, if you fail to adhere to this requirement, you will be subject to actions as indicated by current Company non-compliance policy.

6.1.2. All notifications and submissions required by this section 6.1.1. must be submitted pursuant to the posted policy, which may be updated from time to time. Currently, such policy is to submit notifications to reviewrequests@l-nutra.com. Additionally, if you fail to adhere to this requirement, you will be subject to actions as indicated by current Company non-compliance policy.

6.2. All members of the Influencer / Affiliate Program must comply with the Federal Trade Commission’s Guides Concerning the Use of Endorsements and Testimonials in Advertising (“FTC Guides”).

6.2.1. The FTC Guides require you to always disclose, clearly and conspicuously (i.e., at the beginning of a post, stated at the beginning of a video, in a byline, etc.), the relationship between you and L-Nutra to consumers in an effort to be truthful and transparent. The FTC Guides are currently available here:

<https://www.ftc.gov/sites/default/files/attachments/press-releases/ftc-publishes-final-guides-governin-g-endorsements-testimonials/091005revisedendorsementguides.pdf>.

An FAQ concerning the FTC Guides is currently available here:

<https://www.ftc.gov/tips-advice/business-center/guidance/ftcs-endorsement-guides-what-people-are-asking>.

You must make clear in all content that you are being paid/compensated by L-Nutra. We will provide suggestions for appropriate means of compliance with the FTC Guides in connection with the content. Although compliance is ultimately the responsibility of the Influencer / Affiliate, adequate disclosure is required and failure to provide disclosures as required by Federal and local law will be managed in accordance with the Third Party Non-Compliance Policy, and may result in withholding of payment and up to termination of this agreement at the sole discretion of L-Nutra.

Required practices regarding disclosure include:

- Using “#ad,” “#promo,” “#L-NutraPartner” before any fold or cutline; avoid unconventional slang such as “Spon” and “Advert,” and do not place the disclosure at the end of the post or after a cut line.
- Use “#FastBar” and/or “#ProLon” (as appropriate) before any fold or cutline.
- Giving readers and website visitors the essential information. A disclosure such as “if you use this specific link, I may receive a small commission from your purchase” would be effective and must appear before a link to the purchase site (i.e., before Your Link).
- Providing essential information regarding financial relationship in a byline at the beginning of a blog post, video, or article, including statements such as “I want to thank L-Nutra for provision of free product for this review” or “if you use the provided link, I may receive a small commission from your purchase” as appropriate.

6.2.2. Your communications will all have the following attributes:

- Any representations you make in connection with L-Nutra and its products will reflect your honest opinions, findings, beliefs, or experiences with L-Nutra and any products mentioned in the content, and may not contain any statements or representations about L-Nutra to the best of your knowledge that are not true or are deceptive. If your opinions, findings, or experiences mentioned in the content change, you are responsible for updating the content or, if that’s not possible, for promptly informing L-Nutra of such change.
- You will not impersonate another person or pretend you are someone else when posting content.
- If any persons appear, are quoted in, or are referred to in the content, you are solely responsible for obtaining a valid release from such persons, prior to posting or making

content publicly available. The release must permit L-Nutra the right to exhibit and use the content. If any persons appearing in any content is under the age of majority in their state, country, or province of residence, the signature of a parent or legal guardian is required on each release. You must provide documentation of the release upon request by the Company.

- There will not be any personally identifiable information (such as, but not limited to, license plate numbers, personal names, email addresses, or street addresses) of any person other than you. Should you include personally identifiable information about yourself in the content, you acknowledge and agree that such information will be disclosed publicly and that you are solely responsible for any consequences thereof.
- To the best of your knowledge, the content does not defame, misrepresent, or contain disparaging remarks about other people, companies, or products.
- There will not be any content that violates any law.

6.3. You are free to promote your own websites, but naturally any promotion that mentions L-Nutra, Inc. or any of our products could be perceived by the public or the press as a joint effort. Therefore, to protect L-Nutra's name and prevent any damage to our goodwill, you agree to comply with the following advertising practices.

6.3.1 You will not engage in certain forms of advertising, including, but not limited to:

- Advertising commonly referred to as "spamming"
- Using unsolicited commercial email (UCE)
- Postings to non-commercial newsgroups and cross-posting to multiple newsgroups at once
- Advertising that in any way effectively conceals or misrepresents your identity, your domain name, or your return email address.

If it comes to our attention that you are engaging in any of these practices, we will consider that cause for immediate termination of this Agreement and your participation in the L-Nutra, Inc. Influencer / Affiliate Program. Any pending balances owed to you will not be paid if your account is terminated due to such unacceptable advertising or solicitation.

6.3.2 You may use mailings to customers to promote L-Nutra, Inc. so long as the recipient is already a customer or subscriber of your services or website, and recipients have the option to remove themselves from future mailings. Also, you may post to newsgroups to promote L-Nutra, Inc. so long as the news groups specifically welcome commercial messages. At all times, you must clearly represent yourself and your websites as independent from L-Nutra, Inc.

6.3.3. Influencers / Affiliates are not to advertise on ProLon's keywords: Fast Bar, ProLon, or Nutrition for Longevity, among other keywords or exclusively bid in their Pay-Per-Click campaigns on

keywords such as FastBar.com, Fast Bar, [www.Fast Bar](http://www.FastBar.com), www.FastBar.com, ProLonFMD.com, ProLon, ProLon FMD, L-Nutra, ProLonDiet, ProLonFast, Fasting Mimicking, Fasting Mimicking Diet, Fasting Mimicking Bar, Nutritional for Longevity, N4L, NutritionforLongevity.com, and/or any misspellings or similar alterations of these – be it separately or in combination with other keywords. Any advertising using these keywords will be considered trademark violators, and will be banned from L-Nutra, Inc.'s Influencer / Affiliate Program. We will do everything possible to contact the influencer / affiliate prior to the ban. However, we reserve the right to expel any trademark violator from our Influencer / Affiliate Program without prior notice on the first occurrence and claw back any commission paid to date. All pending conversions will be denied and pending earned commission will not be paid.

6.3.4. Influencers / Affiliates are not prohibited from keying in prospect's information into the lead form as long as the prospects' information is real and true, and these are valid leads (i.e., sincerely interested in L-Nutra, Inc.'s service).

6.3.5. Influencer / Affiliate shall not transmit any so-called "interstitials," "Parasiteware™," "Parasitic Marketing," "Shopping Assistance Application," "Toolbar Installations and/or Add-ons," "Shopping Wallets" or "deceptive pop-ups and/or pop-unders" to consumers from the time the consumer clicks on a qualifying link until such time as the consumer has fully exited L-Nutra, Inc.'s site (i.e., no page from our site or any L-Nutra, Inc. or FastBar.com's content or branding is visible on the end-user's screen). As used herein a. "Parasiteware™" and "Parasitic Marketing" shall mean an application that (a) through accidental or direct intent causes the overwriting of influencer / affiliate and non-affiliate commission tracking cookies through any other means than a customer initiated click on a qualifying link on a web page or email; (b) intercepts searches to redirect traffic through an installed software, thereby causing, pop-ups, commission tracking cookies to be put in place or other commission tracking cookies to be overwritten where a user would under normal circumstances have arrived at the same destination through the results given by the search (search engines being, but not limited to, Google, MSN, Yahoo, Overture, AltaVista, Hotbot and similar search or directory engines); (c) set commission tracking cookies through loading of L-Nutra, Inc. site in IFrames, hidden links and automatic pop-ups that open Fast Bar's site; (d) targets text on web sites, other than those web sites 100% owned by the application owner, for the purpose of contextual marketing; (e) removes, replaces or blocks the visibility of Influencer / Affiliate banners with any other banners, other than those that are on web sites 100% owned by the owner of the application.

7. Grant of Licenses

7.1. We grant to you a non-exclusive, non-transferable, revocable right to (i) access our site through HTML links solely in accordance with the terms of this Agreement and (ii) solely in connection with such links, to use our logos, trade names, trademarks, and similar identifying material (collectively, the "Licensed Materials") that we provide to you or authorize for such purpose. You are only entitled

to use the Licensed Materials to the extent that you are a member in good standing of L-Nutra, Inc.'s Influencer / Affiliate Program. You agree that all uses of the Licensed Materials will be on behalf of L-Nutra, Inc. and the good will associated therewith will inure to the sole benefit of L-Nutra, Inc.

7.2. Each party agrees not to use the other's proprietary materials in any manner that is disparaging, misleading, obscene or that otherwise portrays the party in a negative light. Each party reserves all of its respective rights in the proprietary materials covered by this license. Other than the license granted in this Agreement, each party retains all right, title, and interest to its respective rights and no right, title, or interest is transferred to the other.

8. Disclaimer

USE OF L-NUTRA'S WEBSITES IS AT YOUR OWN RISK. THE INFORMATION, MATERIALS, AND SERVICES PROVIDED ON OR THROUGH THE WEBSITES ARE PROVIDED "AS IS" WITHOUT ANY WARRANTIES OF ANY KIND INCLUDING MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT OF INTELLECTUAL PROPERTY. L-NUTRA, INC. MAKES NO EXPRESS OR IMPLIED REPRESENTATIONS OR WARRANTIES REGARDING THE SUITABILITY, RELIABILITY, AVAILABILITY, TIMELINESS, ACCURACY, OR COMPLETENESS OF THE INFORMATION, MATERIALS, OR SERVICES PROVIDED ON OR THROUGH ITS WEBSITES; THE INFORMATION, MATERIALS, AND SERVICES PROVIDED ON OR THROUGH OUR WEBSITES MAY BE OUT OF DATE, AND L-NUTRA DOES NOT MAKE ANY COMMITMENT OR ASSUME ANY DUTY TO UPDATE SUCH INFORMATION, MATERIALS, OR SERVICES. 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 FOREGOING EXCLUSIONS OF IMPLIED WARRANTIES DO NOT APPLY TO THE EXTENT PROHIBITED BY LAW. PLEASE REFER TO YOUR LOCAL LAWS FOR ANY SUCH PROHIBITIONS.

9. Limitations of Liability

IN NO EVENT WILL WE OR OUR RESPECTIVE DIRECTORS, EMPLOYEES, INFLUENCERS, AFFILIATES, AGENTS, SUCCESSORS, OR ASSIGNS BE LIABLE TO YOU WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT UNDER ANY CONTRACT, NEGLIGENCE, TORT, STRICT LIABILITY OR OTHER LEGAL OR EQUITABLE THEORY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES (INCLUDING, WITHOUT LIMITATION, LOSS OF REVENUE OR GOODWILL OR ANTICIPATED PROFITS OR LOST BUSINESS), EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FURTHER, NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS

AGREEMENT, IN NO EVENT SHALL L-NUTRA, INC. CUMULATIVE LIABILITY TO YOU ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER BASED IN CONTRACT, NEGLIGENCE, STRICT LIABILITY, TORT OR OTHER LEGAL OR EQUITABLE THEORY, EXCEED THE TOTAL FEES PAID TO YOU UNDER THIS AGREEMENT.

10. Indemnification

You hereby agree to indemnify and hold harmless L-Nutra, Inc., and its subsidiaries and affiliates, and their directors, officers, employees, agents, shareholders, partners, members, and other owners, against any and all claims, actions, demands, liabilities, losses, damages, judgments, settlements, costs, and expenses (including reasonable attorneys' fees) (any or all of the foregoing hereinafter referred to as "Losses") insofar as such Losses (or actions in respect thereof) arise out of or are based on (i) your violation of this agreement, (ii) any claim that our use of the affiliate trademarks infringes on any trademark, trade name, service mark, copyright, license, intellectual property, or other proprietary right of any third party, (iii) any misrepresentation of a representation or warranty or breach of a covenant and agreement made by you herein, or (iii) any claim related to your site, including, without limitation, content therein not attributable to us. This indemnity survives termination of this Agreement. We reserve the right to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will cooperate with L-Nutra in asserting any available defenses.

11. Confidentiality

All confidential information, including, but not limited to, any business, technical, financial, and customer information, disclosed by one party to the other during negotiation or the effective term of this Agreement which is marked "Confidential," will remain the sole property of the disclosing party, and each party will keep in confidence and not use or disclose such proprietary information of the other party without express written permission of the disclosing party.

12. Representations and Warranties

You represent and warrant that:

12.1. This Agreement has been duly and validly executed and delivered by you and constitutes your legal, valid, and binding obligation, enforceable against you in accordance with its terms;

12.2. You have the full right, power, and authority to enter into and be bound by the terms and conditions of this Agreement and to perform your obligations under this Agreement, without the approval or consent of any other party;

12.3. You have sufficient right, title, and interest in and to the rights granted to us in this Agreement.

13. Termination

13.1. This Agreement will begin upon our acceptance of your Affiliate application, or your addition as an Influencer and will continue for two (2) years or unless terminated hereunder.

13.2. Either you or we may end this Agreement at any time, with or without cause, by giving the other party written notice. Written notice can be in the form of mail, email or fax. In addition, this Agreement will terminate immediately upon any breach of this Agreement by you.

13.3. L-Nutra, Inc. reserves the right to terminate this Agreement and your participation in the L-Nutra, Inc. Influencer / Affiliate Program immediately and without notice to you should you commit fraud in your use of the L-Nutra, Inc. Influencer / Affiliate Program, should you fail to adhere to compliance requirements, or should you abuse this program in any way. If such fraud, non-compliance, or abuse is detected, L-Nutra, Inc. shall not be liable to you for any payments for such fraudulent sales.

14. Modification

We may modify any of the terms and conditions in this Agreement at any time at our sole discretion. In such event, you will be notified by email. Modifications may include, but are not limited to, changes in the payment procedures and L-Nutra, Inc.'s Influencer / Affiliate Program rules. If any modification is unacceptable to you, you agree that your sole remedy is to end this Agreement. Your continued participation in L-Nutra, Inc.'s Influencer / Affiliate Program following the posting of the change notice or new Agreement on our site will indicate your agreement to the changes.

15. Miscellaneous

15.1. You agree that you are an independent contractor, and nothing in this Agreement will create any partnership, joint venture, agency, franchise, sales representative, or employment relationship between you and L-Nutra, Inc. You will have no authority to make or accept any offers or representations on our behalf. You will not make any statement, whether on Your Site or any other of Your Site or otherwise, that reasonably would contradict anything in this Section.

15.2. Neither party may assign its rights or obligations under this Agreement to any other party, except to a party who obtains all or substantially all of the business or assets of a third party.

15.3. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Texas without regard to the conflicts of laws and principles thereof. Any action seeking legal or equitable relief arising out of this Agreement will be exclusively brought only in the federal or state courts of the State of Texas, and you waive any objection regarding venue or forum non conveniens.

15.4. You may not amend or waive any provision of this Agreement unless in writing and signed by both parties. Our failure to exercise or enforce any right or provision of this Agreement shall not constitute a waiver of such right or provision by us, and no waiver of any term shall be deemed a further or continuing waiver of such term or any other term.

15.5. This Agreement represents the entire agreement between us and you, and shall supersede all prior agreements and communications of the parties, oral or written.

15.6. The headings and titles contained in this Agreement are included for convenience only, and shall not limit or otherwise affect the terms of this Agreement.

15.7. If any provision of this Agreement is held to be invalid or unenforceable, that provision shall be eliminated or limited to the minimum extent necessary such that the intent of the parties is effectuated, and the remainder of this agreement shall have full force and effect.

By signing accepting this Agreement, you agree to all terms and conditions herein.

AFFILIATE AGREEMENT

PLEASE READ THE ENTIRE AGREEMENT.

YOU MAY PRINT THIS PAGE FOR YOUR RECORDS.

THIS IS A LEGAL AGREEMENT BETWEEN YOU AND L-NUTRA, INC.

BY SIGNING THIS AGREEMENT, YOU ARE AGREEING THAT YOU HAVE READ AND UNDERSTAND THE TERMS AND CONDITIONS OF THIS AGREEMENT AND THAT YOU AGREE TO BE LEGALLY RESPONSIBLE FOR EACH AND EVERY TERM AND CONDITION.

1. Overview

This Agreement contains the complete terms and conditions that apply to you becoming an affiliate in L-Nutra's Affiliate Program. The purpose of this Agreement is to allow HTML linking between your website or social sites and the L-Nutra's ProLonFast.com website. Please note that throughout this Agreement, "we," "us," and "our" refer to L-Nutra, and "you," "your," and "yours" refer to the affiliate. Note: The affiliate program is not available to any licensed healthcare providers at this time. Any registrations by licensed health care providers will be null and void.

2. Affiliate Obligations

2.1. You represent that you are not a licensed health care provider. Any registrations by licensed health care providers will be null and void.

2.2. As a member of L-Nutra's Affiliate Program, from time to time you will have be provided with HTML code (that provides for links to web pages within the ProLonFast web site) and banner creatives, social media posts and e-mail campaigns if appropriate for your needs (hereinafter "Your Links"). L-Nutra may also include instructions for use of Your Links, including, but not limited to, the manner in which they should be displayed and the timeframe that may be displayed. **In order for us to accurately keep track of all guest visits from your site to ours, you must use the HTML code that we provide for each of Your Links.** You agree to use the HTML code provided for your Links. You must also ensure that Your Links are updated when new ones are provided and all instructions provided with the new links are followed, including any timeframes by which links must be updated. Failure to ensure links are up-to-date and appropriately used may result in waiving the right to receive any potential payments.

2.3. You acknowledge that L-Nutra, Inc. has the right, at any time, to review your placement and approve the use of Your Links, and agree that upon request from L-Nutra that you will change within two (2) business days the placement or use of Your Links to comply with L-Nutra's request and the guidelines provided to you. You acknowledge that failure to comply with a request from L-Nutra will constitute a breach of this agreement and may result in the termination of your participation in the Affiliate Program.

2.4. You agree to adhere with any and all posting guidelines provided by L-Nutra, including, but not limited to, the Promotion Disclosure and Restriction Requirements in Section 6.

2.5 You agree that the maintenance and the updating of your site will be your responsibility. We may monitor your site as we feel necessary to make sure that it is up-to-date and to notify you of any suggested changes that we feel should enhance your performance.

2.6. It is entirely your responsibility to follow all applicable intellectual property and other laws that pertain to your site. You must have express permission to use any person's copyrighted material, whether it be a writing, an image, or any other copyrightable work. We will not be responsible (and you will be solely responsible) if you use another person's copyrighted material or other intellectual property in violation of the law or any third party rights.

2.7. You agree that the Website or other communications that contain Your Links will not be used for any inappropriate purposes. What constitutes an inappropriate purpose is subject to L-Nutra's sole discretion and determination, and includes, but is not limited to:

- Promoting sexually explicit materials

- Promoting violence

- Promoting discrimination based on race, sex, religion, nationality, disability, sexual orientation, or age

- Promoting illegal activities

- Incorporating any materials which infringe or assist others to infringe on any copyright, trademark or other intellectual property rights or to violate the law

- Including “L-Nutra”, “ProLon” “Fasting Mimicking”, “Fasting Mimicking Diet” or “Longo Diet” variations or misspellings thereof in its domain name

- Containing software downloads that potentially enable diversions of earnings or commission from other affiliates in our program.

- Creating or designing your website or any other website that you operate, explicitly or implied in a manner which incorporates or resembles the design and look and feel of our website, and creating or designing your website in a manner which leads customers to believe you are ProLonFast.com or any other affiliated businesses and their respective websites.

- Is generally unlawful, harmful, threatening, defamatory, obscene, harassing, or racially, ethnically or otherwise objectionable to us in our sole discretion.

3. L-Nutra, Inc. Rights and Obligations

3.1. L-Nutra may from time to time provide HTML code for Your Links and corresponding instructions as to the use, placement, and duration of use of Your Link. L-Nutra may provide Your Link and instructions at any time and without any notice.

3.2. L-Nutra agrees to provide you a CPA payment, as described in Section 4, in exchange for your participation in the Affiliate Program.

3.3. We have the right to monitor your site at any time to determine if you are following the terms and conditions of this Agreement. We may notify you of any changes to your site that we feel should be made, or to make sure that your links to our website are appropriate and to notify further you of any changes that we feel should be made. If you do not make the changes to your site that we feel are necessary within two (2) business days, we reserve the right to terminate your participation in the L-Nutra, Inc. Affiliate Program.

4. CPA and Payment

4.1. For each eligible new customer of a ProLon Fasting Mimicking Diet Meal Program from ProLonFast.com that results from Your Links, L-Nutra shall pay you a commission commensurate with your selected program offer.

4.2. An 'eligible purchase' for purposes of determining the CPA payout is a purchase by a new consumer (one that has not previously purchased ProLon within the previous two (2) calendar years) and the purchase occurs within 60 days of that consumer's use of Your Links. A purchase is not an 'eligible purchase' for purposes of determining the CPA payout if:

- 4.2.1. If the eligible purchase is returned.

- The purchase through Your Links is a result of fraud, deception, misrepresentation, or other unlawful act or conduct.

- If you or Your Links are not in complete compliance with the terms of this Agreement at the time of the consumer's purchase.

4.3. Affiliate payments shall be made on a monthly basis. The payments will be made via check or wire transfer. For checks, payments will be made out to the name and address you used during initial enrollment in the Affiliate Program. L-Nutra is not obligated to provide notice or updates as to when Affiliate payments are made or mailed. L-Nutra is not responsible for any errors in your name or address that were included in your Affiliate Program registration. L-Nutra will not replace lost or stolen checks, however we will provide reasonable accommodation in cases where the postal service or other mail carrier used acknowledges that the loss or theft of the check is through their fault. L-Nutra will not reissue or replace expired checks. PayPal payments will be made via the e-mail you share for payment purposes.

4.4. You are solely responsible for compliance with all income tax and other wage-related laws applicable to your receipt of the payments from L-Nutra. L-Nutra does not and will not withhold and disperse any of payments to satisfy your obligations, including, but not limited to, federal and state income taxes, social security, Medicare, wage garnishes, child support payment, and alimony/spousal support payments. L-Nutra requires you to provide a valid tax ID prior to payment.

4.5. L-Nutra reserves the right to alter or change the terms of Affiliate Payment eligibility and payment at any time. In the event a change, we will provide you written notice.

5. Access to Affiliate Account Interface

You will be provided a log in access to track your sales and access affiliate links.

6. Promotion Requirements and Restrictions

6.1. Our products, including ProLon, are food products and are subject to both federal and state regulation. In particular, there are some legal restrictions regarding communications about our products. Therefore, you agree that any communications you make, whether directly or indirectly via your website, social media (including reposts), or other medium, must adhere to the following requirements:

6.1.1. ProLon and L-Nutra's products are intended for use by healthy individuals. They are not intended to diagnose, treat, cure or prevent any disease. Communications should reinforce this and terms like "treat," "cure," and "prevent" must not be used. For example, the claim "treats inflammation" would be inappropriate. Express or implied references to diseases or their recognizable/characteristic symptoms and attributes are also strictly prohibited (ex: diabetes, cancer, multiple sclerosis, Alzheimer's). In contrast, claims using words like "support" or "helps to" to describe how ProLon works to promote longevity, fat loss and health would be preferable. **This applies to both fasting in general, as well as ProLon and L-Nutra's products.**

6.1.2. Communications discussing the benefits and attributes of ProLon must match or be substantially similar to the following language:

- Reduce excess fat while maintaining lean body mass
- Trim your waistline with focused abdominal fat loss
- Promote cellular rejuvenation (or renewal)
- Help the body reset, reboot and rejuvenate
- Trigger autophagy for clean-up of old worn out cells

- Gain focus and mental clarity
- Improve energy
- Reduce cravings
- Feel more in control of your health and diet
- ProLon helps maintains healthy metabolic levels

6.1.3. ProLon has been the subject of clinical testing. You may reference that ProLon®, The Fasting Mimicking Diet®, is beneficial in rejuvenation and regeneration as demonstrated in the published clinical studies (smaller human cohort in the Cell Metabolism article in July 2015 and larger 100 person cohort study and article in Science Translational Medicine in February 2017). When discussing the study, you may only reference 1-2 markers tracked at a time, and must phrase it in terms of “maintaining healthy levels of...” You may not quote any actual/numerical changes in a marker or provide percentages of a change. Also, **you are strictly prohibited from using any charts or visuals from the studies** from ProLon’s or L-Nutra’s website or other marketing materials that illustrate the studies’ results. Any language around the clinical studies should be forwarded to hana@L-nutra.com prior to publication.

6.2. All members of the Affiliate Program must comply with the Federal Trade Commission’s Guides Concerning the Use of Endorsements and Testimonials in Advertising (“FTC Guides”).

6.2.1. The FTC Guides require you to **always** disclose clearly and conspicuously the relationship between you and L-Nutra to consumers, in an effort to be truthful and transparent. The FTC Guides are currently available here:

<https://www.ftc.gov/sites/default/files/attachments/press-releases/ftc-publishes-final-guides-governin-g-endorsements-testimonials/091005revisedendorsementguides.pdf>.

An FAQ concerning the FTC Guides is currently available here:

<https://www.ftc.gov/tips-advice/business-center/guidance/ftcs-endorsement-guides-what-people-are-asking>.

You must make clear in all content that you are being paid/compensated by L-Nutra. We may provide suggestions for appropriate means of compliance with the FTC Guides in connection with the content, however compliance is ultimately the responsibility of the Affiliate. Best practices regarding disclosure include:

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Using “#ad” at the beginning of a post; avoid unconventional slang such as “Spon” and “Advert,” and do not place the disclosure at the end of the post or after a cut line.

.
Giving readers and website visitors the essential information. A disclosure such as “if you use this specific link, I may receive a small commission from your purchase” would be effective.

6.2.1. Your communications will all have the following attributes:

.
Any representations you make in connection with L-Nutra and its products will reflect your honest opinions, findings, beliefs, or experiences with L-Nutra and any products mentioned in the content, and may not contain any statements or representations about L-Nutra to the best of your knowledge that are not true or are deceptive. If your opinions, findings, or experiences mentioned in the content change, you are responsible for updating the content or, if that’s not possible, for promptly informing L-Nutra of such change.

.
You will not impersonate another person or pretend you are someone else when posting content.

.
If any persons appear or are referred to in the content, you are solely responsible for obtaining a valid release from such persons, prior to posting or making content publicly available, which permits L-Nutra the right to exhibit and use the content. If any persons appearing in any content is under the age of majority in their

state, country, or province or residence, the signature of a parent or legal guardian is required on each release.

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There will not be any personally identifiable information (such as, but not limited to, license plate numbers, personal names, email addresses, or street addresses) of any person other than you. Should you include personally identifiable information about yourself in the content, you acknowledge and agree that such information will be disclosed publicly and that you are solely responsible for any consequences thereof.

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To the best of your knowledge, the content does not defame, misrepresent, or contain disparaging remarks about other people, companies, or products.

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There will not be any content that violates any law.

6.3. You are free to promote your own websites, but naturally any promotion that mentions L-Nutra, Inc. or ProLon could be perceived by the public or the press as a joint effort. Therefore, to protect L-Nutra's name and prevent any damage to our goodwill, you agree to comply with the following advertising practices.

6.3.1 You will not engage in certain forms of advertising, including, but not limited to:

.
Advertising commonly
referred to as “spamming”

.
Using unsolicited
commercial email (UCE)

.
Postings to
non-commercial newsgroups and cross-posting to multiple newsgroups at once

.
Advertising that in any
way effectively conceals or misrepresents your identity, your domain name, or
your return email address.

If
it comes to our attention that you are engaging in any of these practices, we
will consider that cause for immediate termination of this Agreement and your
participation in the L-Nutra, Inc. Affiliate Program. Any pending balances owed
to you will not be paid if your account is terminated due to such unacceptable
advertising or solicitation.

6.3.2 You may use mailings to customers to
promote L-Nutra, Inc. so long as the recipient is already a customer or
subscriber of your services or website, and recipients have the option to
remove themselves from future mailings. Also, you may post to newsgroups to
promote L-Nutra, Inc. so long as the news group specifically welcomes
commercial messages. At all times, you must clearly represent yourself and your
websites as independent from L-Nutra, Inc.

6.3.3. Affiliates that use ProLon Diet among other keywords or exclusively bid in their Pay-Per-Click campaigns on keywords such as ProLon, ProLonFMD.com, ProLonFast, Fasting Mimicking Diet, Fasting Mimicking, ProLon and/or any misspellings or similar alterations of these – be it separately or in combination with other keywords – and direct the traffic from such campaigns to their own website prior to re-directing it to ours, will be considered trademark violators, and will be banned from L-Nutra, Inc.'s Affiliate Program. We will do everything possible to contact the affiliate prior to the ban. However, we reserve the right to expel any trademark violator from our Affiliate Program without prior notice, and on the first occurrence of such PPC bidding behavior.

6.3.4. Affiliates are not prohibited from keying in prospect's information into the lead form as long as the prospects' information is real and true, and these are valid leads (i.e. sincerely interested in L-Nutra, Inc.'s service).

6.3.5. Affiliate shall not transmit any so-called "interstitials," "Parasiteware™," "Parasitic Marketing," "Shopping Assistance Application," "Toolbar Installations and/or Add-ons," "Shopping Wallets" or "deceptive pop-ups and/or pop-unders" to consumers from the time the consumer clicks on a qualifying link until such time as the consumer has fully exited L-Nutra, Inc.'s site (i.e., no page from our site or any L-Nutra, Inc. or ProLonFMD.com's content or branding is visible on the end-user's screen). As used herein a. "Parasiteware™" and "Parasitic Marketing" shall mean an application that (a) through accidental or direct intent causes the overwriting of affiliate and non-affiliate commission tracking cookies through any other means than a customer initiated click on a qualifying link on a web page or email; (b) intercepts searches to redirect traffic through an installed software, thereby causing, pop-ups, commission tracking cookies to be put in place or other commission tracking cookies to be overwritten where a user would under normal circumstances have arrived at the same destination through the results given by the search (search engines being, but not limited to, Google, MSN, Yahoo, Overture, AltaVista, Hotbot and similar search or directory engines); (c) set commission tracking cookies through loading of L-Nutra, Inc. site in IFrames, hidden links and automatic pop-ups that open ProLonFMD's site; (d) targets text on web sites, other than those web sites 100% owned by the application owner, for the purpose of contextual marketing; (e) removes, replaces or blocks the visibility of Affiliate banners with any other banners, other than those that are on web sites 100% owned by the owner of the application.

7. Grant of Licenses

7.1. We grant to you a non-exclusive, non-transferable, revocable right to (i) access our site through HTML links solely in accordance with the terms of this Agreement and (ii) solely in connection with such links, to use our logos, trade names, trademarks, and similar identifying material (collectively, the "Licensed Materials") that we provide to you or authorize for such purpose. You are only entitled to use the Licensed Materials to the extent that you are a member in good standing of L-Nutra, Inc.'s Affiliate Program. You agree that all uses of the Licensed Materials will be on behalf of L-Nutra, Inc. and ProLonFast.com and the good will associated therewith will inure to the sole benefit of ProLonFast.com.

7.2. Each party agrees not to use the other's proprietary materials in any manner that is disparaging, misleading, obscene or that otherwise portrays the party in a negative light. Each party reserves all of its respective rights in the proprietary materials covered by this license. Other than the license granted in this Agreement, each party retains all right, title, and interest to its respective rights and no right, title, or interest is transferred to the other.

8. Disclaimer

USE OF L-NUTRA'S WEBSITES, INCLUDING PROLONFMD.COM IS AT YOUR OWN RISK. THE INFORMATION, MATERIALS, AND SERVICES PROVIDED ON OR THROUGH THE WEBSITES ARE PROVIDED "AS IS" WITHOUT ANY WARRANTIES OF ANY KIND INCLUDING MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT OF INTELLECTUAL PROPERTY. L-NUTRA, INC. MAKES NO EXPRESS OR IMPLIED REPRESENTATIONS OR WARRANTIES REGARDING THE SUITABILITY, RELIABILITY, AVAILABILITY, TIMELINESS, ACCURACY, OR COMPLETENESS OF THE INFORMATION, MATERIALS, OR SERVICES PROVIDED ON OR THROUGH ITS WEBSITES; THE INFORMATION, MATERIALS, AND SERVICES PROVIDED ON OR THROUGH OUR WEBSITES MAY BE OUT OF DATE, AND L-NUTRA DOES NOT MAKE ANY COMMITMENT OR ASSUME ANY DUTY TO UPDATE SUCH INFORMATION, MATERIALS, OR SERVICES. 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 FOREGOING EXCLUSIONS OF IMPLIED WARRANTIES DO NOT APPLY TO THE EXTENT PROHIBITED BY LAW. PLEASE REFER TO YOUR LOCAL LAWS FOR ANY SUCH PROHIBITIONS.

9. Limitations of Liability

IN NO EVENT WILL WE OR OUR RESPECTIVE DIRECTORS, EMPLOYEES, AFFILIATES, AGENTS, SUCCESSORS, OR ASSIGNS BE LIABLE TO YOU WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT UNDER ANY CONTRACT, NEGLIGENCE, TORT, STRICT LIABILITY OR OTHER LEGAL OR EQUITABLE THEORY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES (INCLUDING, WITHOUT LIMITATION, LOSS OF REVENUE OR GOODWILL OR ANTICIPATED PROFITS OR LOST BUSINESS), EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FURTHER, NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT, IN NO EVENT SHALL L-NUTRA, INC. CUMULATIVE LIABILITY TO YOU ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER BASED IN CONTRACT, NEGLIGENCE, STRICT LIABILITY,

TORT OR OTHER LEGAL OR EQUITABLE THEORY, EXCEED THE TOTAL FEES PAID TO YOU UNDER THIS AGREEMENT.

10. Indemnification

You hereby agree to indemnify and hold harmless L-Nutra, Inc., and its subsidiaries and affiliates, and their directors, officers, employees, agents, shareholders, partners, members, and other owners, against any and all claims, actions, demands, liabilities, losses, damages, judgments, settlements, costs, and expenses (including reasonable attorneys' fees) (any or all of the foregoing hereinafter referred to as "Losses") insofar as such Losses (or actions in respect thereof) arise out of or are based on (i) your violation of this agreement, (ii) any claim that our use of the affiliate trademarks infringes on any trademark, trade name, service mark, copyright, license, intellectual property, or other proprietary right of any third party, (iii) any misrepresentation of a representation or warranty or breach of a covenant and agreement made by you herein, or (iii) any claim related to your site, including, without limitation, content therein not attributable to us. This indemnity survives termination of this Agreement. We reserve the right to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will cooperate with L-Nutra in asserting any available defenses.

11. Confidentiality

All confidential information, including, but not limited to, any business, technical, financial, and customer information, disclosed by one

party to the other during negotiation or the effective term of this Agreement which is marked "Confidential," will remain the sole property of the disclosing party, and each party will keep in confidence and not use or disclose such proprietary information of the other party without express written permission of the disclosing party.

12. Representations and Warranties

You represent and warrant that:

12.1. This Agreement has been duly and validly executed and delivered by you and constitutes your legal, valid, and binding obligation, enforceable against you in accordance with its terms;

12.2. You have the full right, power, and authority to enter into and be bound by the terms and conditions of this Agreement and to perform your obligations under this Agreement, without the approval or consent of any other party.

12.3. You have sufficient right, title, and interest in and to the rights granted to us in this Agreement.

13. Termination

13.1. This Agreement will begin upon our acceptance of your Affiliate application, and will continue unless terminated hereunder.

13.2. Either you or we may end this Agreement AT ANY TIME, with or without cause, by giving the other party written notice. Written notice can be in the form of mail, email or fax. In addition, this Agreement will terminate immediately upon any breach of this Agreement by you.

13.3. L-Nutra, Inc. reserves the right to terminate this Agreement and your participation in the L-Nutra, Inc. Affiliate Program immediately and without notice to you should you commit fraud in your use of the L-Nutra, Inc. Affiliate Program or should you abuse this program in any way. If such fraud or abuse is detected, L-Nutra, Inc. shall not be liable to you for any payments for such fraudulent sales.

14. Modification

We may modify any of the terms and conditions in this Agreement at any time at our sole discretion. In such event, you will be notified by email. Modifications may include, but are not limited to, changes in the payment procedures and L-Nutra, Inc.'s Affiliate Program rules. If any modification is unacceptable to you, you agree that your sole remedy is to end this Agreement. Your continued participation in L-Nutra, Inc.'s Affiliate Program following the posting of the change notice or new Agreement on our site will indicate your agreement to the changes.

15. Miscellaneous

15.1. You agree that you are an independent contractor, and nothing in this Agreement will create any partnership, joint venture, agency, franchise, sales representative, or employment relationship between you and L-Nutra, Inc. You will have no authority to make or accept any offers or representations on our behalf. You will not make any statement, whether on Your Site or any other of Your Site or otherwise, that reasonably would contradict anything in this Section.

15.2. Neither party may assign its rights or obligations under this Agreement to any party, except to a party who obtains all or substantially all of the business or assets of a third party.

15.3. This Agreement shall be governed by and interpreted in accordance with the laws of the State of New York without regard to the conflicts of laws and principles thereof. Any action seeking legal or equitable relief arising out of this Agreement will be exclusively brought only in the federal or state courts of the Commonwealth of New York, and you waive any objection regarding venue or forum non conveniens.

15.4. You may not amend or waive any provision of this Agreement unless in writing and signed by both parties. Our failure to exercise or enforce any right or provision of this Agreement shall not constitute a waiver of such right or provision by us, and no waiver of any term shall be deemed a further or continuing waiver of such term or any other term.

15.5. This Agreement represents the entire agreement between us and you, and shall supersede all prior agreements and communications of the parties, oral or written.

15.6. The headings and titles contained in this Agreement are included for convenience only, and shall not limit or otherwise affect the terms of this Agreement.

15.7. If any provision of this Agreement is held to be invalid or unenforceable, that provision shall be eliminated or limited to the minimum extent necessary such that the intent of the parties is effectuated, and the remainder of this agreement shall have full force and effect.

Rev 2022.01.14 L-Nutra - Combined Influencer - Affiliate Agreement