

Nature's Healer Affiliate Program Terms and Conditions

Please read the agreement carefully and be sure you understand it fully. This is a legal agreement between you and Nature's Healer LLC. This agreement describes the Terms and Conditions that apply to your participation as an Affiliate in the Nature's Healer Affiliate Program. In this agreement, the term "Affiliate", "You" refers to you, the individual submitting the application to become Nature's Healer Affiliate. "Nature's Healer", "We", "Our", "Us" refers to Nature's Healer LLC, with whom you are entering this agreement.

By applying to Nature's Healer's Affiliate Program ("Affiliate Program"), you acknowledge that you have read this agreement and agree to be bound by following Terms and Conditions ("Agreement") in this agreement. "Our Website" refers to Natureshealer.com, and any Nature's Healer website operated by us, Nature's Healer LLC. "Customer" refers to individual purchases Nature's Healer product on Natureshealer.com through your Affiliate Program referral link.

Nature's Healer reserves the right to update and change the Terms and Conditions of this Agreement from time to time without notice. Continued use of the Program after any such changes shall constitute your consent to such changes.

Acceptance of this Agreement by participation in the Program creates a binding legal agreement that you will use our websites, links and other property of Nature's Healer LLC only in a manner that is consistent with this Agreement. Violation of any of the terms in this agreement will result in the termination of your Account and for forfeiture of any outstanding affiliate commission payments earned during the violation.

1. Enrollment in the Affiliate Program

To participate in this Affiliate Program, you must submit a complete Affiliate Program application from our website. By submitting an application to participate in this Affiliate Program, you represent, warrant, covenant and agree that all information that you provide to us in connection with your application in this Affiliate Program must be true, complete and accurate. You have all necessary rights and authority to enter into this Agreement and perform your obligations hereunder. This Agreement will constitute a legal, binding and enforceable agreement against you in accordance with the terms and conditions herein, and your execution and performance hereunder will not conflict with or result in a breach or violation of any other agreement, arrangement or understanding to which you are bound. After we review your application, we will notify you of your acceptance or rejection to the Affiliate Program, generally within five (5) business days. We may accept or reject your application at our sole discretion for any reason. If we reject your application, you may reapply at anytime.

2. Account Terms & Prerequisites

- a. You must be 18 years of age or older to join this Affiliate Program
- b. Only websites with general or United States based domain name extensions (e.g. .com, .net, .org, .us, etc.) and that primarily serve a United States based audience are eligible for participation in this Affiliate Program.
- c. You must be a human. Accounts registered by "bots" or other automated methods are not permitted.
- d. You must provide your legal full name, a valid email address, and any other information requested to complete the application process.
- e. Your login may only be used by one person – a single login shared by multiple people is not permitted. One person or legal entity may not maintain more than one account.
- f. You are responsible for maintaining the security of your account and password. Nature's Healer cannot and will not be liable for any loss or damage from your failure to comply with this security obligation.
- g. You are responsible for all Content posted and activity that occurs under your account.
- h. You may not use the Affiliate Program for any illegal or unauthorized purpose. You must not, in the use of the Service, violate any laws in your jurisdiction (including but not limited to copyright laws).

3. Qualified Links

- a. Once you have been notified that your site has been accepted into the Program, we will make available to you via the Affiliate Program, graphic and textual links to the Nature's Healer website which you may display on web sites owned or controlled by you, in emails sent by you and clearly identified as coming from you and in online advertisements (collectively, "Media").

- b. A "Qualifying Link" means a link from your website to our website Natureshealer.com using one of the URLs or graphic links provided by us (or generated through Refersion) for use in the Affiliate Program that allows Refersion to track the use of such links by your visitors. All Qualifying Links that you will use in the Affiliate Program will be provided to you from Refersion or by other Affiliate Platforms selected by us, and only valid Qualifying Links generated by Refersion or by us will be tracked for purposes of determining Revenue that you may be eligible to receive on sales of Nature's Healer products generated through your website.

4. Operation and Maintenance of the Nature's Healer Website

- a. We will accept or reject, in our sole and absolute discretion, all orders by customers for merchandise placed on or through Our Website. You further acknowledge and agree that (i) you do not have any authority to make or accept any offer or commitment on behalf of us, (ii) we do not make any warranties, representations, or guarantees, with regards to any merchandise or other services sold through Our Website, and (iii) we are solely responsible for all pricing, merchandising, order processing, order fulfillment, shipping, returns and all other aspects of Our Website and the sale of merchandise thereunder. Customers who access Our Website will be deemed our customers, not yours. Accordingly, all of our then applicable rules, policies and procedures concerning orders, returns, refunds, customer service, privacy and other terms of use and sale will apply to such customers.
- b. As between the parties, all information obtained through the use of Our Website shall be our property. (i) We may change our policies and operating procedures at any time in our sole discretion. We will determine the prices to be charged for products sold under the Affiliate Program in accordance with our own pricing policies. Product prices and availability may vary from time to time. We will use commercially reasonable efforts to present accurate information, but we cannot guarantee the availability or price of any particular product or the error-free or uninterrupted operation of our website.
- c. We do not make any warranties, representations, or guarantees, with regard to the products or services sold through Our website, the operation and maintenance of Our website or Refersion, whether express or implied, arising by law or otherwise, including without limitation any implied warranty of merchantability, fitness for a particular purpose, or non-infringement or any implied warranty arising from course of performance, course of dealing, or usage of trade.

5. Right to Use Nature's Healer Content

- a. For purposes of this Agreement, "Nature's Healer Content", "Our Content", Collectively, "Content" means any and all trademarks, service marks, trade names, domains, data, logos, banners, buttons, digital images, graphics, text, videos and other content and material which we may, in our sole discretion, make available to you in connection with this Affiliate Program from time to time.
- b. Subject to the Terms and Conditions herein, we hereby grant to you, during the term hereof, a limited, non-exclusive, non-transferable, revocable, non-sublicenseable, non-assignable right to (i) access Nature's Healer website through Qualified Links provided by us from time to time, and (ii) use and display Nature's Healer Content that we may make available to you from time to time solely as provided to you through the Affiliate Program and solely for the purpose of generating the sale of Nature's Healer products from your website that we have approved and solely in connection with your participation in this Affiliate Program. Any attempt to sublicense, assign or transfer this right is void. We may terminate your rights to use Nature's Healer Content for any reason at any time in our sole and absolute discretion.
- c. Except for the right to use Nature's Healer Content provided to you by us hereunder, we are not granting you any rights in, and you represent, warrant, covenant and agree that you will not use, in any manner, any trademarks, service marks, trade names, domains, data, logos, banners, buttons, graphics, digital images, text, videos or other content or materials owned or controlled by us.
- d. Upon termination of this Agreement, for any reason, you shall immediately cease using, displaying or otherwise maintaining any interest in Nature's Healer Content.
- e. Property Ownership Rights. You acknowledge and agree that we retain all rights, title and interest in and to all property rights embodied in or associated with Nature's Healer Content. You represent, warrant, covenant and agree that you will not, and will not assist any third party to, now or in the future, (i) take any action challenging or otherwise inconsistent with our ownership of, or other right in, Our Content, or (ii) register or attempt to register any trademark, service mark, logo, trade name, domain name, or similar business identifier, that contains any

name, trademark, service mark, logo, trade name or other content or material owned or controlled by us or any derivation, including misspellings, thereof. All goodwill and benefits accruing from the use of the Our Content will automatically vest in us. You agree to cooperate with us and to take any additional actions reasonably requested by us to effect, perfect or confirm our rights, title and interest in the Our Content.

- f. Limited License & Intellectual Property. You may not alter, modify, manipulate or create derivative works of the Links or any content owned by, or licensed to, Nature's Healer in any way. You are only entitled to use the Links to the extent that you are a member in good standing of the Affiliate Program. We may revoke your license anytime. Except as expressly stated herein, nothing in this Agreement is intended to grant you any rights to any of Nature's Healer trademarks, service marks, copyrights, patents or trade secrets. You agree that Nature's Healer may use any suggestion, comment or recommendation you choose to provide to Nature's Healer without compensation. All rights not expressly granted in this Agreement are reserved by Nature's Healer.

6. Your Responsibilities for your Website/Media

- a. You have sole responsibility for the development, operation, and maintenance of, and all content on or linked to, your Media (websites, content, social media platforms, email), collectively, "Media".
- b. Ensure that all materials posted on your Media or otherwise used in connection with the Affiliate Program (i) are not illegal, (ii) do not infringe upon the intellectual property or personal rights of any third party and (iii) do not contain or link to any material which is harmful, threatening, defamatory, obscene, sexually explicit, harassing, promotes violence, promotes discrimination (whether based on sex, religion, race, ethnicity, nationality, disability or age), promotes illegal activities (such as gambling), contains profanity, or otherwise contains materials that Nature's Healer informs you that it considers objectionable (collectively, "Objectionable Content").
- c. Do not make any representations, warranties or other statements concerning Nature's Healer products or services, except as expressly authorized herein.
- d. Do not state or imply that we sponsor, endorse, sanction or otherwise approve your website or any of your products or service.
- e. Your Media must not copy or resemble the look and feel of the Nature's Healer Web Site or create the impression that your Media is endorsed by Nature's Healer or a part of the Nature's Healer Website.
- f. Comply with the terms, conditions, guidelines and policies of Refersion or any third party services used by Affiliate in connection with the Affiliate Program, including but not limited to, email providers, social networking services and ad networks.

7. Additional Restrictions

- a. No Keyword Purchasing. You shall not purchase or bid for the placement of our name or trademarks or any variation or misspelling thereof within any third-party search engine or portal.
- b. Advertising Restrictions. (i) all advertisements by you must be directed to your site or a page within your site, (ii) none of your advertisements may link directly to Our Website or any page within Our Website, (iii) you will not show Our Website URL as the URL in your ads, and (iv) you will not use the words "official site" or words to similar effect in connection with any use of our trademarks, or otherwise suggest or imply that your site is an official Nature's Healer Website or partner.
- c. Promotion Codes & Coupons. You may not, without our prior written consent, utilize any promotion, promotion code, coupon, or other promotional opportunity that is not specifically authorized for the Affiliate Program and explicitly authorized for your use.
- d. Communications with Consumers. You may not, without our prior written consent, (i) generate or send any email messages, text or mobile messages, or other electronic messages ("Electronic Messages") using or containing our name or logo, or any variation thereof, trademarks or products, or any of the Qualifying Links or URLs provided to you as part of the Affiliate Program, (ii) send any Electronic Message that in any way suggests or is likely to mislead (including without limitation, via the return address, subject heading, header information or message contents) a recipient into believing that we or any related entity was the sender or sponsor of such email or procured or induced you to send such email, (iii) forward, redistribute, or otherwise repurpose any Electronic Messages that we send to customers or members of Refersion, and (iv) generate or send any unsolicited email (spam) under this Agreement or any email in violation of the CAN-SPAM Act of 2003 (including any amendments or successor laws) or any other applicable laws or regulations.
- e. Advertising Campaigns. No Links can appear to be associated with or be positioned on chat rooms or bulletin boards unless otherwise agreed by Nature's Healer in writing. Any pop-ups/unders used for the Affiliate Program

shall be clearly identified as Affiliate served in the title bar of the window and any client-side ad serving software used by Affiliate shall only have been installed on an end-user's computer if the function of the software is clearly disclosed to end-users prior to installation, the installation is pursuant to an affirmatively accepted and plain-English end user license agreement and the software be easily removed according to generally accepted methods.

- f. You may not issue or post any press release or other broad-based communication regarding your participation in the Program without our consent.

8. Advertising

- a. You are permitted to use links, discount codes (1 time use or multi use will be determined upon approval), any related banners, or text advertisements provided by Nature's Healer through the Affiliates Program.
- b. Comply with the advertisement guidelines within the Affiliate Program Guide provided by Nature's Healer for all wording and descriptions of Nature's Healer products. You may not make any health/medical claims on Nature's Healer products. Any violation of this restriction shall result in immediate termination of your account without notice and forfeiture of any unpaid earnings as liquid damages for violation of this restriction. Nature's Healer reserves the right to take legal action against any affiliates that misrepresent or miscommunicate the products to their audiences.
- c. All promotions should include the offer, discount code (if applicable), Qualified Link provided by Nature's Healer Affiliates Program and offer expiration date (if applicable).
- d. You must remove invalid codes and banners from their website, social media accounts or email offers once they become outdated or are no longer working.
- e. Affiliates coupon codes and links are not to be promoted on coupon websites.
- f. Any sales that have been generated through improper promotion will result in loss of commission.
- g. Nature's Healer reserves the right to take legal action against any affiliates that commit fraud or refuses to comply with the Terms and Conditions set forth in the Agreement.

9. Confidentiality

Except as otherwise provided in this Agreement or with the consent of Nature's Healer, you agree that all information, including, without limitation, the terms of this Agreement, business and financial information, customer and vendor lists, and pricing and sales information, concerning us or any of our affiliates provided by or on behalf of any of them shall remain strictly confidential and secret and shall not be utilized, directly or indirectly, by you for any purpose other than your participation in the Affiliate Program, except and solely to the extent that any such information is generally known or available to the public through a source other than you. Affiliate shall not use any information obtained from the Affiliate Program to develop, enhance or operate a service that competes with the Affiliate Program, or assists another party to do the same.

10. Fraud

You are expressly prohibited from using any persons, means, devices or arrangements to commit fraud, violate any applicable law, interfere with other affiliates or falsify information in connection with referrals through the Links or the generation of Commissions or exceed your permitted access to the Affiliate Program. Such acts include, but are in no way limited to, using automated means to increase the number of clicks through the Links or completion of any required information, using spyware, using stealware, cookie-stuffing and other deceptive acts or click-fraud. Nature's Healer shall make all determinations about fraudulent activity in its sole discretion.

11. Commissions, Payments & Refunds

- a. We may amend the Commission and Payment schedules from time to time, in our sole discretion without notice
- b. Commission Payouts covered by the Agreement will be processed in Paypal or other methods determined by us and in the USD currency.
- c. For a Product sale to be eligible to earn a Commission, the customer must click-through the Qualified Link from your site, email, or other acceptable advertising platforms to Natureshealer.com resulting in a Qualified Sale. A "Qualified Sale" means an individual person who (i) accesses Our Website via the Qualified Link, where the Link is the last link to Natureshealer.com, (ii) is not a computer generated user, such as a robot, spider, computer script or other automated, artificial or fraudulent method to appear like an individual, real live person, (iii)

- completes all of the information required to complete a purchase within the time period allowed by Nature's Healer and (iv) is not later determined by Nature's Healer to be fraudulent, incomplete, unqualified or a duplicate.
- d. We will only pay commissions on sales generated through Qualified links that are generated, tracked and reported by Refersion or any other platforms we use in connection with the Affiliate Program. We will not pay commissions on purchase if it was not tracked by Refersion or any other systems we use.
 - e. We reserve the right to disqualify commissions earned through fraudulent, illegal, or overly aggressive, questionable sales or marketing methods.
 - f. You will accrue commission based on Qualifying Revenues according to commission rate established by us, which is subject to change from time to time. "Qualifying Revenues" are revenues derived by us from our sales of products, after reduction for discounts, coupons and/or gift card redemptions, as a result of purchases made by visitors to Our Website that come directly through a Qualified on your website. "Qualifying Revenues" do not include Gift Card purchases, Shipping & Handling, Gift-Wrapping or Taxes. The current Affiliate commission rate is 30% of Qualifying Revenues. This rate is subject to change at our discretion with or without notice.
 - g. Cookie Duration. (i)The Affiliates Program platform uses browser cookies to verify qualifying sales. The cookies are valid for lifetime (the "Cookie Period"). If a visitor to your website clicks through a Qualified Link to Our Website, their device receives a tracking cookie. If they purchase a product from Our Website, you will be eligible to earn a 30% commission on Qualifying Revenues. The cookie can be manually removed by the customer. It does not expire.
 - h. We will pay you any commissions earned monthly, provided that your account balance at the time of payout is at minimum \$25 ("Payment Threshold"). Accounts with a balance of less than \$25 will roll over to the next pay period and continue to roll over to the next paid period until \$25 minimum threshold is reached. Payments to Affiliates will be made no earlier than two weeks after the close of the previous month to account for customer returns which may occur within the 14-day return period after a purchase is made. The close of each month is the last day of that month; including the 14-day return period, payments are processed on the first business day following the 15th of each month. We reserve the right to charge back to your account any previously paid Qualified Sales that are later determined to have not met the requirements to be a Qualified Sale.
 - i. Payment for Commissions is dependent upon Customer providing such funds to Nature's Healer, and therefore, Nature's Healer shall only be liable to you for Commissions to if Nature's Healer has received such funds from the Customer. You hereby release Nature's Healer from any claim for Commissions if Nature's Healer has not received such funds from the Customers.
 - j. In the event a customer requests a refund for a transaction for which the Affiliate has earned commissions, any commissions earned on the refund amount will be deducted from the Affiliate's balance.
 - k. Nature's Healer shall automatically generate an invoice on behalf of Affiliate for all Commissions payable under this Agreement and shall remit payment to Affiliate based upon that invoice. All tracking of Links and determinations of Qualified Sales and Commissions shall be made by Nature's Healer in its sole discretion. In the event that Affiliate disputes in good faith any portion of an invoice, Affiliate must submit that dispute to Nature's Healer in writing and in sufficient detail within thirty (30) days of the date on the invoice. If Affiliate does not dispute the invoice as set forth herein, then Affiliate agrees that it irrevocably waives any claims based upon that invoice. In the event that Affiliate is also tracking Qualified Sales and Affiliate claims a discrepancy, Affiliate must provide Nature's Healer with Affiliate's reports within three (3) days after 30th day of the calendar month, and if Nature's Healer's and Affiliate's reported statistics vary by more than 10% and Nature's Healer reasonably determines that Affiliate has used generally accepted industry methods to track Qualified Actions, then Nature's Healer and Affiliate agree to make a good faith effort to arrive at a reconciliation. If the parties are unable to arrive at a reconciliation, then Nature's Healer numbers shall govern.
 - l. If Affiliate has an outstanding balance due to Nature's Healer under this Agreement or any other agreement between the Affiliate and Nature's Healer, whether or not related to the Affiliate Program, Affiliate agrees that Nature's Healer may offset any such amounts due to Nature's Healer from amounts payable to Affiliate under this Agreement.
 - m. Refersion Tracking. (a) We will track sales made to customers who purchase products using Qualified Links generate using Refersion's technology, from your website to our website, and reports summarizing this sales activity will be available to you also through the Refersion. The form, content, and frequency of the reports are limited to those reports and capabilities available through the Refersion and may vary from time to time in our and Refersion's reasonable discretion. We are not responsible for any changes that Refersion may make in its reporting format, timing, or types of reports available to the members of our Affiliate Program. To permit accurate

tracking, reporting and fee accrual, you must ensure that the links between your website and our website are properly formatted. We are not responsible for improperly formatted links regardless of whether you have made amendments to the code or not. In addition, we are unable to track or provide you credit for sales from customers that are referred to us with browsers that do not have their cookies setting enabled. You agree not to disclose information contained in Refersion reports regarding us to any third party without our prior written consent and agree that such information is our Confidential Information. (b) You represent, warrant, covenant, and agree that (i) you are a member of Refersion's program, and (ii) you will not bypass, modify, circumvent, impair, disable or otherwise interfere with any links, web beacons, cookies or other technology provided by us or Refersion

12. Term and Termination

- a. The term of this Agreement will begin on the date of our approval of your Affiliate Program Application and will end when terminated by either party. Either you or we may terminate this Agreement at any time, with or without cause, by giving the other party written notice of termination.
- b. Upon the termination of this Agreement for any reason, you will immediately cease use of, and remove from your website, all links to our Website, product images, and any of our trademarks, trade dress or logos, and all other materials provided by or on behalf of us to you pursuant hereto or in connection with the Affiliate Program.
- c. You are only eligible to earn commission on Qualifying Revenues occurring during the term of this Agreement, and commission earned through the date of termination will remain payable only if the related orders are not canceled or returned. If any other overpayment is made by us, you agree to promptly remit such excess payment upon notification by us. We may withhold your final payment for a reasonable time to ensure that the correct amount is paid.

13. Relationship of the Parties

Each party to this Agreement is an independent contractor in relation to the other party with respect to all matters arising under this Agreement. Nothing herein shall be deemed to establish a partnership, joint venture, association, agency or employment relationship between the parties. Neither Participant shall have the power to bind the other or to create a liability against the other in any way. No course of dealing nor any delay in exercising any rights hereunder shall operate as a waiver of any such rights. No waiver of any default or breach shall be deemed a continuing waiver or a waiver of any other breach or default.

14. Remedies

In addition to any other rights and remedies available to us under this Agreement Nature's Healer reserves the right to delete any actions submitted through your Links and withhold and freeze any unpaid Commissions or chargeback paid Commissions to your account if (i) Nature's Healer determines that you have violated this Agreement, (ii) Nature's Healer receives any complaints about your participation in the Affiliate Program which Nature's Healer reasonably believes to violate this Agreement or (iii) any Qualified Action is later determined to have not met the requirements set forth in this Agreement or on the Affiliate Program. Such withholding or freezing of Commissions, or chargebacks for paid Commissions, shall be without regard as to whether or not such Commissions were earned as a result of such breach. In the event of a material breach of this Agreement, Nature's Healer reserves the right to disclose your identity and contact information to appropriate law enforcement or regulatory authorities or any third party that has been directly damaged by your actions.

15. Representations and Warranties

You hereby represent and warrant that this Agreement constitutes your legal, valid, and binding obligation, enforceable against you in accordance with its terms and that you have the authority to enter into this Agreement. Subject to the other terms and conditions of this Agreement, Nature's Healer represents and warrants that it shall not knowingly violate any law, rule or regulation which is applicable to Nature's Healer own business operations or Nature's Healer proprietary products or services.

16. Modifications

In addition to any notice permitted to be given under this Agreement, we may modify any of the Terms and Conditions of this Agreement at any time by providing you with a notification by email. If the modifications are unacceptable to you, you may terminate this Agreement without penalty solely on the account of such termination. Your continued participation in this Affiliate Program after a change notice has been posted will constitute your acceptance of such change. In addition, Nature's Healer may change, suspend or discontinue any aspect of an Offer or Link or remove, alter, or modify any tags, text, graphic or banner ad in connection with a Link. Affiliate agrees to promptly implement any request from Nature's Healer to remove, alter or modify any Link, graphic or banner ad that is being used by Affiliate as part of the Affiliate Program.

17. Independent Investigation

You acknowledge that you have read this Agreement and agree to all its terms and conditions. You have independently evaluated the desirability of participating in the Affiliate Program and each Offer and are not relying on any representation, guarantee or statement other than as set forth in this Agreement or on the Affiliate Program.

18. Indemnification

Affiliate hereby agrees to indemnify, defend and hold harmless Nature's Healer and subsidiaries, company affiliates, partners, directors, officers, employees, owners, successors and agents against any and all claims, actions, demands, liabilities, losses, damages, judgments, settlements, costs, and expenses (including reasonable attorneys' fees and costs) based on or in connection with (i) any failure or breach of this Agreement, including any representation, warranty, covenant, restriction or obligation made by Affiliate herein, (ii) any misuse, unauthorized modification or unauthorized use by Affiliate, or by a party under the reasonable control of Affiliate or obtaining access through Affiliate, of the Links, Offers or Nature's Healer intellectual property, trademark, or (iii) any claim related to your Media, including but not limited to, the content contained on such Media (vi) any claim for unsolicited email, spamming or violation of the CAN-SPAM Act of 2003, or (viii) any actual or alleged wrongful or negligent act or omission, or failure or alleged failure to comply with any applicable law, rule or regulation, (ii) your websites or related business, or any content, technology or other materials displayed or contained thereon, including but not limited to with respect to claims of misappropriation or infringement,

19. Disclaimers

The affiliate program and links, and the products and services provided in connection therewith, are provided to affiliate "as is". Except as expressly set forth herein, Nature's Healer expressly disclaims all warranties, express, implied or statutory, including but not limited to the implied warranties of merchantability, fitness for a particular purpose, and noninfringement, and any warranties arising out of course of dealing, usage, or trade. Nature's Healer does not warrant that the Affiliate Program or links will meet affiliate's specific requirements or that the operation of the affiliate program or links will be completely error-free or uninterrupted. Nature's Healer expressly disclaims any liability for any act or omission of a client or their products or services. Nature's Healer does not guarantee that affiliate will earn any specific amount of commissions.

20. Limitation of Liability

In no event shall Nature's Healer be liable for any unavailability or inoperability of the links, program web sites, technical malfunction, computer error, corruption or loss of information, or other injury, damage or disruption of any kind beyond the reasonable control of Nature's Healer. In no event will Nature's Healer be liable for any indirect, incidental, consequential, personal injury / wrongful death, special or exemplary damages, including but not limited to, loss of profits or loss of business opportunity, even if such damages are foreseeable and whether or not Nature's Healer has been advised of the possibility thereof. Nature's Healer cumulative liability to affiliate, from all causes of action and all theories of liability, will be limited to and will not exceed the amounts paid to affiliate by Nature's Healer in commissions during the six (6) months immediately prior to such claim. All claims made hereunder by you against us shall be made within 120 days of the act or omission that forms the basis of such claims.

21. Governing Law & Miscellaneous

- a. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of California, U.S.A., without regard to its conflicts of law principles.
- b. **Informal Dispute Resolution.** In the event of any dispute, controversy or claim arising out of or relating to this Agreement, the parties agree, at the request of either party, to appoint representatives to meet in good faith within thirty (30) days of such request, in order to resolve the dispute.

22. General

- a. **Force Majeure.** Our performance under this Agreement shall be excused to the extent that such performance is hindered, delayed or made commercially impractical by causes beyond our reasonable control.
- b. **Assignment.** You may not assign this Agreement or any of your rights or delegate any of your obligations under this Agreement, by operation of law or otherwise, without our prior written consent, and any such attempted assignment shall be void. Subject to such restriction, this Agreement will be binding on, inure to the benefit of, and enforceable against the parties and their respective successors and assigns. Nature's Healer may assign this Agreement at any time with notice to Affiliate.
- c. **Waiver.** Our failure to enforce strict performance of any provision of this Agreement will not constitute a waiver of our right subsequently to enforce such provision or any other provision of this Agreement.
- d. **Survival.** Sections 9 (Confidentiality), 12 (Term and Termination), 15 (Representations and Warranties), 18 (Indemnification), 20 (Limitation of Liability), 22 (General), 23 (Entire Agreement) and including all subsections thereof, and any other sections deemed necessary for the enforcement of the agreement will survive any termination of this Agreement.
- e. There are no third-party beneficiaries of this Agreement.
- f. The headings of sections or other subdivisions of this Agreement will not affect in any way the meaning or interpretation of this Agreement.

23. Entire Agreement

This Agreement contains the entire agreement between Nature's Healer and Affiliate with respect to the subject matter hereof, and supersedes prior written or oral agreements (including prior versions of this Agreement and any conflicting confidentiality agreements), representations, warranties or covenants between the parties with respect to such subject matter. Nature's Healer shall not be subject to or bound by any Affiliate insertion order or online terms and conditions that amend, conflict with or supplement this Agreement, regardless of whether Nature's Healer "clicks through" or otherwise indicates its acceptance thereof.

This Agreement was last modified and effective on May 20, 2020