

# UNIVERSAL SKINCARE AFFILIATE PARTNER AGREEMENT

THIS AFFILIATE PARTNER AGREEMENT (the "Agreement"), is by and between Universal Skincare (hereafter referred to as "US") and YOU (hereafter referred to as "Affiliate Partner") (sometimes individually referred to as a "Party" and collectively as "Parties").

## RECITALS

WHEREAS, the Affiliate Partner is a marketing company in the business of providing leads and related products and services, and US is in the business of providing an online product sales called Glutanex to its customers and clients; and

WHEREAS, US and the Affiliate Partner have agreed to create an affiliation between them in which US and the Affiliate Partner will share the revenue created by US through Glutanex Websites to leads provided by the Affiliate Partner during the term of this Agreement, the date of such affiliation being the date of this Agreement, as set forth above.

NOW THEREFORE, toward this end, and in consideration of the promises, covenants and agreements contained herein, and the mutual benefits to be derived from this Agreement, the Parties agree as follows:

## AGREEMENT

### 1. PARTICIPATION IN THE PROGRAM

This agreement governs participation in the Glutanex Program only. Once you are accepted into the Program, you will be able to participate in the Program subject to the terms and conditions of this Agreement. You should also note that if you are accepted to participate in the Program and your Site is thereafter determined (in our sole discretion) to be unsuitable based on the criteria below for the Program, we may terminate this Agreement:

- Promote graphic violence (which may include certain types of game sites)
- Promote discrimination based on race, sex, religion, nationality, disability, sexual orientation, or age
- Promote sexually explicit, pornographic or obscene content (whether in text or graphics)
- Promote illegal activities
- Include "Glutanex.com," "Leslie Nesbitt Beauty" "Universal Skincare Institute," "Lavish Beauty" "Wig Triage" or variations or misspellings thereof in their domain names
- Promote content that is in any way unlawful, harmful, threatening, defamatory, obscene, harassing or racially, ethnically or otherwise objectionable
- Promote or use bulk unsolicited email (spam)
- Promote speech or images that are offensive, profane, hateful, threatening harmful, defamatory, libelous, harassing or discriminatory (whether based on race, ethnicity, creed, religion, gender, sexual orientation, physical disability or otherwise)
- Promote content related to liquor, tobacco, firearms, drugs, gambling, crime or death

- Promote politically sensitive or controversial issues (e.g. abortion, capital punishment) or other political content (e.g. lobbyists, political campaigns)
- Promote any unlawful behavior or conduct
- Otherwise are considered offensive or inappropriate at US sole discretion

## 2. DEFINITIONS

2.1 "Offer" means a specific offer posted by US on its Affiliate Partnership Program site located within JAYTY Holdings. The terms and conditions of such Offers shall be incorporated into this Agreement.

2.2 "Qualifying Link" means a US link from your Email or Site to Glutanex Site using one of the Required URLs or any other URL or graphic link provided by US for use in the Program. A Qualifying Link or "Linking Materials" shall be defined as hyperlinks, buttons, banners or other user interface established by US for your Emails or Web site.

2.3 "Qualifying Product Revenues" means revenues derived by us from Product or Membership Sales, less chargebacks, taxes, surcharges and processing fees.

2.4 "Required URLs" means the special URLs specified in an Offer to be used to link from your Emails or Site to Glutanex Site.

2.5 "Site" means a World Wide Web Site and, depending on the context, includes the website that you will link to the Glutanex Site as identified in your Affiliate Partnership Program.

## 3. YOUR RESPONSIBILITIES

3.1. You shall only link your Emails & Site to areas within Glutanex Site using Required URLs for the Program. You may post as many links to the Required URLs as you like.

3.2. You agree to display Glutanex Link materials appropriately on your Web site and/or Email and to respect Universal Skincare's trademarks, service marks and other rights in the Link Materials. You will use only these Link materials to link your Web site to Glutanex Web site, and you will not alter the look or feel of these Link Materials or of our Web site in any way. You will update to new versions of Link Materials as Universal Skincare makes them available or you submit a request for a specific type of Linking Material.

3.3. US will not, and is not obligated to, make any representations, warranties or other statements concerning you, your Site, any of your products or services, or your Site policies.

3.4. You will be solely responsible for the development, operation and maintenance of your Site and for all materials that appear on your Site. We disclaim all liability for such materials. You shall indemnify and hold us harmless from all claims, damages and expenses (including, without limitation, attorney's fees) relating to the development, operation, maintenance and contents of your Site. You are also responsible for notifying us of any malfunctioning of the Required URLs or other problems with your participation in the Program in accordance with the terms of the Offer and this Agreement. US will respond in normal course to all concerns upon notification.

3.5. You will (1) not make any representations, warranties or other statements concerning Universal Skincare, Glutanex Site, or Leslie Nesbitt Beauty, and (2) protect Glutanex, and US confidential information.

#### 4. COMMISSIONS

As an approved participant of Glutanex Affiliate Partnership Program, you may earn commissions for affiliate services in accordance with this Section 4. US may change or terminate the provisions of this Section 4 at any time and at US sole discretion.

4.1 Indefinitely, following the date of this Agreement, any product sold through Glutanex website to any client resulting from an Affiliate Partner website lead:

1. Affiliate Partner will earn 20% of the gross sale
2. If the product should be a payment plan, the Affiliate Partner shall receive 20% of each payment until the product is paid in full.
3. Exception to Commission as defined in Section 4.a.
  1. Universal Skincare Institute ("US"): US offers educational opportunities in the advanced medical aesthetics and non-surgical cosmetic training courses as well as offering state-of-the-art aesthetic and medical equipment. The US Website as well as the following web address: [www.universalskincareinstitute.com](http://www.universalskincareinstitute.com).
  2. Following the date of this Agreement, any Membership sold through BGS to any client resulting from an Affiliate Partner lead:
    1. 1st Tier: Affiliate Partner will earn 20% of the gross sales for each month's full paid subscription
    2. 2nd Tier: US shall pay 2nd Tier Affiliate 5% of the sales associated with revenue generated by 1st Tier that the 2nd Tier Affiliate refers to Glutanex and who US contracts with to market Glutanex product ("2nd Tier Revenue")
4. Affiliate Partner shall receive commission on any Glutanex.com product sold through their Glutanex website for the life of the customer (lifetime cookie).

US will maintain records in sufficient detail for the purpose of determining the amount of the commission. US holds the right to change percentage commission based on individual and product basis. Any product/service returns will be deducted from the commission that is due to the Affiliate Partner.

4.2. US agrees to pay you the commission specified in this Agreement if US sells to a visitor to Glutanex.com site (a "Customer") a product or service that is the subject of this Agreement and if that Customer has accessed Glutanex site and purchased the product or service via a Qualifying link.

4.3. US shall have the sole right and responsibility for processing all payment processing and fulfillment of orders for our Products sold pursuant to this Agreement. You acknowledge that all agreements relating to sales to Customers shall be between US and the Customer.

4.4. You acknowledge that your entitlement to any compensation reported with respect to any tracked or reported activity is solely a function of the terms of your agreement with US and that US is solely responsible for its payment. The fact that a compensation amount is reported for any

tracked activity does not necessarily mean that a payment is due to you from US, since payment may be subject to conditions established by US, including policies regarding order cancellation, returned merchandise, receipt of pending credit card authorizations and minimums for earned compensation before payment is made. All determinations of Qualifying Links and the compensation due to you shall be final and binding.

4.5. All determinations of Qualifying Links and whether a commission is payable will be made by US and will be final and binding on both parties. Prices for the products will be set solely by US in its discretion.

4.6. Only those who are approved by Glutanex Affiliate Partnership Program at the time of receipt of a Customer offer(s) will be eligible for payment under this Agreement.

4.7. As an independent contractor, you will be solely and entirely responsible for any and all taxes and/or other fees or obligations associated with the receipt of payment under this Agreement.

4.8. The terms and conditions of this Section 4, including the fee amounts, may be changed at any time and for any reason within US sole discretion.

## 5. REFERRAL FEE PAYMENT

Unless otherwise stated in an Offer Addendum, we will pay you referral fees on a monthly basis. Approximately thirty (30) days following the end of each month, we will send you a check for the referral fees earned on Qualifying Product revenues for that month, less any returns and canceled orders. However, if the referral fees payable to you for any month are less than \$25.00, we will hold those referral fees until the total amount due is at least \$25.00 or (if earlier) until this Agreement is terminated.

## 6. OWNERSHIP, LICENSES AND PAY PER CLICK SEARCH ENGINE POLICY

6.1. Each party owns and shall retain all right, title and interest in its names, logos, trademarks, service marks, trade dress, copyrights and proprietary technology, including, without limitation, those names, logos, trademarks, service marks, trade dress, copyrights and proprietary technology currently used or which may be developed and/or used by it in the future. 12.2. We grant you a limited, revocable, non-exclusive, license to use the graphic image and text, which may include our name, logos, trademarks, service marks (collectively, the "Glutanex Marks"), designated in the Offer, only as provided to you through the Glutanex Affiliate Partnership Program and solely for the purpose of creating links from your Emails and Site to our Site pursuant to this Agreement. Except as expressly set forth in this Agreement or permitted by applicable law, you may not copy, distribute, modify, reverse engineer, or create derivative works from the same. You may not sublicense, assign or transfer any such licenses for the use of the same, and any attempt at such sublicense, assignment or transfer is void. Any prominent use of the Glutanex Marks on your Site must be approved by US prior to publishing. We may revoke your license at any time by giving you written notice.

6.2. As a condition to your acceptance and participation in the Program, you agree not undertake or engage in the following practices, and any violation of this Section shall be deemed a material breach of this Agreement:

(a) Use or otherwise incorporate the word "Glutanex" or variations or misspellings in the domain name(s) of your Site(s), on any meta tags of Web pages comprising your Site, or in advertising or searchable keywords where your ad outranks ours;

(b) Modify or alter Glutanex Site in any way;

(c) Make any representations, either express or implied, or create an appearance that a visitor to your Site is visiting Glutanex Site, e.g. "framing" the Glutanex Site, without US prior written approval; or

(d) "Scrape" or "spider" the Glutanex Site or any other Universal Skincare website for content (such as images, logos and text).

Furthermore, upon US request, you shall immediately remove from your Site any Link to our Site which is displayed on a page which we, in our sole discretion, deem objectionable.

6.3. Pay Per Click Search Engine Placement Policy: Affiliates ARE NOT permitted to out bid Glutanes.com for placement on any search terms or any variation of our brand trademark, at any time, in any search engine. These include, but are not limited to:

www Glutanexcom

www universalskincareinstitute com

www lavish-nyc www

Slimu

Wig Triage

Leslie Nesbitt Group

Monthlee

1Skin 1 World

I Love Skin

SkinGawd

Timeless Threads

Epi Stamp

Dermal Lux

Medifuge

Glowtox

To administer this policy, we will enforce the following:

- Publishers that violate these rules could be deactivated from the program immediately.
- Publishers that do not remove their listings within 2 calendar days could be subject to legal action.
- Publishers that do not follow the correction policy will be removed from the program immediately and forfeit all commission currently owed.

6.4. Customers that link from your Email and Web site to Glutanex Web site under this program become US customers and US responsibility for purposes of their business relationship with US. US Customer lists and other US Customer information are US trade secret information.

## 7. TERMINATION

7.1. The rights and obligations created hereunder shall continue in full force and effect for one (1) year following the date of this Agreement and will automatically renew for successive one year terms unless terminated in writing by either party.

7.2. Either party may terminate this Agreement at any time, for any reason, by deleting their acceptance of the Offer through support@universalskincaurinstitute.com upon five (5) days prior written notice of such termination to the other party. In addition, USy shall be entitled to terminate this Agreement immediately if you materially breach or violate any terms or conditions of this Agreement, or if US determines, in its sole discretion, that there are technical, or operational issues (e.g. interruptions caused by or shifts in online/Internet technology) that adversely affect the implementation of the Program, or the orders/referrals were obtained fraudulently, or through misrepresentation, in which case US reserves the right to withhold payment of associated referral pending an investigation of the suspected fraud or misrepresentation. Termination of this Agreement shall also terminate any outstanding Offer. However, all rights to payment, causes of action and any provisions that by their terms are intended to survive termination, shall survive termination of this Agreement.

7.3. Upon termination of this Agreement for any reason, you will immediately cease use of, and remove from your Site, all links to our Site, and all US trademarks, trade dress and logos, and all other materials provided by or on behalf of us to you pursuant hereto or in connection with the Program.

7.4. You are only eligible to earn commissions on Qualifying Product Revenues occurring during the term of this Agreement, and referral fees earned through the date of termination will remain payable only if the related Qualifying Products are not canceled or returned by a Customer.

## 8. REPRESENTATIONS

8.1. You represent and warrant that (a) you have the authority to enter into this Agreement and sufficient rights to grant any licenses expressed herein, and (b) any material displayed on your Site will not: (i) infringe on any third party's copyright, patent, trademark, trade secret or other proprietary rights or right of publicity or privacy; (ii) violate any applicable law, statute, ordinance or regulation; (iii) be defamatory or libelous; (iv) be lewd, pornographic or obscene; (v) violate any laws regarding unfair competition, anti-discrimination or false advertising; (vi) promote violence or contain hate

speech; (vii) promote discrimination based on race, age, sex, religion, nationality, sexual orientation or disability; (viii) contain viruses, Trojan horses, worms, time bombs, cancelbots or other similar harmful or deleterious programming routines' or (ix) otherwise constitutes an "unsuitable Site" as determined by US in accordance with the terms outlined in the Section 1 above titled "Participation in the Program."

8.2. NEITHER PARTY MAKES ANY REPRESENTATIONS OR WARRANTIES TO THE OTHER PARTY, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. US MAKES NO EXPRESS OR IMPLIED WARRANTIES OR REPRESENTATIONS WITH RESPECT TO THE PROGRAM OR ANY PRODUCTS SOLD THROUGH THE PROGRAM OR THAT OUR SITE WILL BE UNINTERRUPTED OR ERROR-FREE AND WE WILL NOT BE RESPONSIBLE FOR CONSEQUENCES OF ANY INTERRUPTIONS OR ERRORS.

## 9. INDEMNIFICATION

Each party hereby agrees to indemnify, defend and hold harmless the other party and its affiliates, directors, officers, employees and agents, from and against any and all liability, claims, losses, damages, injuries or expenses (including reasonable attorneys' fees) brought by a third party, arising out of a breach, or alleged breach, of any of its representations or obligations herein.

## 10. LIMITATION OF LIABILITY

In no event will either party be liable to the other party for any direct, indirect, special, exemplary, consequential or incidental damages arising from or related to this Agreement or the Program, even if informed of the possibility of such damages. Further, neither party's aggregate liability arising from this Agreement and the Program shall exceed the total referral fees paid or payable to you under this Agreement.

## 11. GENERAL

11.1. No Agency. Each party shall act as an independent contractor and shall have no authority to obligate or bind the other in any respect, and nothing in this Agreement (including any Offer) shall create any partnership, joint ventures, agency, franchise, sales representative or employment relationship between the parties. Neither party shall make any statement, whether on their sites or otherwise, that reasonably would contradict anything in the paragraph.

11.2. Responsibility for Binding Agreement. You acknowledge that you have read this Agreement and agree to all its terms and conditions. You understand that we may at any time (directly or indirectly) solicit Customer referrals on terms that may differ from those contained in this Agreement or operate Sites that are similar to or compete with your Site. You have independently evaluated the desirability of participating in the Program and are not relying on any representation, guarantee, or statement other than as set forth in this Agreement.

11.3. Jurisdiction; Venue. This Agreement shall be governed by the laws of New York, without reference to rules governing choice of laws and you irrevocably consent to the jurisdiction of such courts. US may freely assign their rights in this Agreement. An affiliate may not assign affiliate rights in this Agreement.

11.4. Counterparts; Manifestation of Assent. This Agreement may be agreed to in more than one counterpart, each of which together shall form one and the same instrument. The parties agree that execution and manifestation of assent may be achieved in any format convenient to the parties.

11.5. Severability. The provisions of this Agreement are independent of and separable from each other, and no provision shall be affected or rendered invalid or unenforceable by virtue of the fact that for any reason any other or others of them may be invalid or unenforceable in whole or in part.

11.6. Assignment. You may not assign this Agreement, by operation of law or otherwise, without our prior written consent, which may be withheld in our sole discretion. Subject to that restriction, this Agreement will be binding on, inure to the benefit of, and enforceable against the parties and their respective successors and assigns. Our failure to enforce your strict performance of any provision of this Agreement will not constitute a waiver of our right to subsequently enforce such provision or any other provision of this Agreement.

11.7. Equitable Relief. The parties agree that any breach of either of the party's obligations regarding trademarks, service marks or trade names, confidentiality, links or the removal of links, and/or user data may result in irreparable injury for which there may be no adequate remedy at law. Therefore, in the event of any breach or threatened breach of a party's obligations regarding trademarks, service marks or trade names, confidentiality, links or the removal of links, and/or user data, the aggrieved party will be entitled to seek equitable relief in addition to its other available legal remedies in a court of competent jurisdiction.

11.8. Obligation to Mediate in Good Faith. Except as provided in this Section 11.7, before either party initiates a lawsuit against the other relating to this Agreement, the parties agree to mediate all disputes and claims arising out of or relating to this Agreement, the parties' performance under it, or its breach. To this end, either party may request, after informal discussions have failed to resolve a dispute or claim, that each party designate an officer or other management employee with authority to bind the party to meet in good faith and attempt to resolve the dispute or claim through mediation. During their discussions, each party will honor the other's reasonable requests for information that is not privileged and relates to the dispute or claim. This Section does not apply (i) should the expiration of the statute of limitations for a cause of action be imminent, or (ii) if a party is seeking an injunction pursuant to Section 11.8.

11.9. Force Majeure. You acknowledge that US servers, equipment, and services (e.g. tracking and reporting) may be subject to temporary modifications or shutdowns due to causes beyond US reasonable control. Such temporary service interruptions will not constitute a material breach of this Agreement. US will use commercially reasonable efforts to provide the services contemplated under this Agreement and to remedy any temporary interruptions or other problems that adversely affect the Program.

11.10. Attorneys' Fees. In the event any action is commenced to construe or enforce any provision of this Agreement, the prevailing party, in addition to all other amounts such party is be entitled to receive from the other party, will be entitled to receive its reasonable attorneys' fees and costs incurred in bringing such action.

11.11. Survival. Sections 7 (Termination), 9 (Indemnification), 10 (Limitation of Liability), and 11 (General), including all subsections thereof, shall survive the termination of this Agreement.

11.12. Modifications. We may modify any of the terms and conditions contained in this Agreement, at any time and in our sole discretion, by posting a change notice or a new agreement on the Glutanex Affiliate Partner Site and giving you notice of the modification through US. Modifications may include, for example, changes in the scope of available referral fees, referral fee schedules, payment procedures, and Program rules.

IF ANY MODIFICATION IS UNACCEPTABLE TO YOU, YOUR ONLY RECOURSE IS TO TERMINATE THIS AGREEMENT. YOUR CONTINUED PARTICIPATION IN THE PROGRAM FOLLOWING OUR POSTING OF A CHANGE NOTICE OR NEW AGREEMENT ON OUR SITE WILL CONSTITUTE BINDING ACCEPTANCE OF THE CHANGE.

Sign \_\_\_\_\_

Date \_\_\_\_\_

Print \_\_\_\_\_