

Body of 9 Partner Agreement

Effective Date: July 27, 2022

THE AGREEMENT: This Body of 9 Partner Agreement (hereinafter called the "Agreement") is provided by the following organization, hereinafter referred to as "Company": Kinetre, Inc. d/b/a Body of 9. The Agreement is a legal document between you and the Company that describes the Body of 9 Partner relationship into which we are entering. This Agreement covers your responsibilities as a Body of 9 Partner and our responsibilities to you. Please ensure that you read and understand the entirety of this document, and obtain the assistance of an attorney if you desire, because each of the terms of this Agreement is important to our working relationship.

1) DEFINITIONS

As used herein, the following terms shall have the definitions set forth below:

- a) Company, Us, We: As we noted above, we will be referred to as the Company. Us, we, our, ours and other first-person pronouns will also refer to the Company, as well as all employees or agents of the Company.
- b) You, the Body of 9 Partner: You will be referred to as the "Partner." You will also be referred to throughout this Agreement with second-person pronouns such as you, your, or yours.
- c) Parties: Collectively, the parties to this Agreement (the Company and You) will be referred to as "Parties" or individually as a "Party."
- d) Partner Dashboard: The portal through which you will access your account information once your account has been activated.
- d) Partner Program: The program we have set up for our Partners as described in this Agreement.
- e) Partner Application: The fully completed form that must be provided to us for consideration of your inclusion in the Partner Program.
- f) Website: Bodyof9.com.

2) ASSENT & ACCEPTANCE

By submitting a Partner Application, you warrant that you have read and reviewed this Agreement and that you agree to be bound by it. If you do not agree to be bound by this Agreement, please leave the Website immediately and do not submit a Partner Application. This Agreement specifically incorporates by reference any Terms and Conditions, Privacy Policies, End User License Agreements, or other legal documents that we may have on our website.

3) AGE RESTRICTION

You must be at least 18 (eighteen) years of age to join our Partner Program or use the Website. By submitting a Partner Application, you represent and warrant that you are at least 18 years of age and may legally enter into this Agreement. We assume no responsibility or liability for any misrepresentation of your age.

4) PROGRAM SIGN-UP

In order to join our Partner Program, you will first be asked to submit a Partner Application. The Partner Application may be found at the following link:

<https://bodyof9.com/practitioner-partner-program/>.

Submitting a Partner Application does not guarantee inclusion in the Partner Program. We evaluate each and every application and are the sole and exclusive decision-makers on Partner acceptance. If we choose not to allow your inclusion in the Partner Program, we will attempt to notify you in a reasonable manner. If you do not hear from us within a reasonable time frame, please consider your application rejected. We are not obligated to provide you any explanation for your rejection, but please be advised that we may reject applicants for any reason or for no reason.

If your Partner Application is rejected, you may not reapply. If your Partner Application is accepted, each of the terms and conditions in this Agreement applies to your participation in the Partner Program. We may also ask for additional information to complete your Partner Application or for you to undertake additional steps to ensure eligibility in the Partner Program.

5) NON-EXCLUSIVITY

This Agreement does not create an exclusive relationship between you and us. This Agreement does not restrict either Party from sponsoring or participating in other partner programs with third parties.

6) PARTNER PROGRAM

After your acceptance into the Partner Program, you must ensure that your account is set up completely and that you have provided us with your information so that we can process our payments to you.

Once your account setup is complete, we will provide you with a login to access your Partner Dashboard where you can create specific link(s) that correspond to products or services we are offering for sale (collectively, the "Partner Link"). The Partner Link will be keyed to your profile on our Partner Dashboard, and will send online users to the Website. You agree to display the Partner Link prominently on your website ("the "Partner Site") and/or social media page or include the link in email or direct message communication with your clients .

Each time a user clicks through the Partner Link posted on the Partner Site and completes the sale of the product or service, and we determine it is a Qualified Purchase, you will be eligible to receive a commission equal to ten percent (10%) of the sales price of any Qualified Purchase.

7) RESPONSIBILITIES

(A) of the Partner. The Partner shall:

- (i) display the Partner Link in a manner that does not reflect adversely on the Company or mislead visitors;
- (ii) use reasonable efforts to ensure that the Partner Link works on the Partner Site and that any visitor who clicks the Partner Link will be connected to the Website;
- (iii) refer new, unique and legitimate customers (i.e, customers not previously existing to the Company) to the Website via the Partner Link; and
- (iv) adhere to the following social media requirements:
 - a. share Body of 9 content across social media platforms, including, but not limited to, Facebook, Instagram, Instagram Stories, and LinkedIn; and
 - b. minimum expectation of four social media shares with comments per month.

(B) of the Company. The Company shall:

- (i) provide all reasonable assistance to the Partner to enable the Partner to post the Partner Link on the Partner Site;
- (ii) provide initial information and deliver the material comprising the Partner Program on the Partner Dashboard within seven (7) days of the Effective Date of this Agreement;
- (iii) maintain accurate records of the data used to determine the commissions earned by the Partner; and
- (iv) provide the Partner with a social media kit, email templates, up-to-date curriculum and press kits.

8) SPECIFIC TERMS APPLICABLE

Processing and fulfillment of orders will be our responsibility. We will also provide real-time data regarding your account through the Partner Dashboard.

As described above, in order to be eligible for payout, user purchases must be "Qualified Purchases." Qualified Purchases:

- a) must not be referred by any other partner links of the Company (in other words, Qualified Purchases are only available through your specific Partner Link);
- b) may not be made by an already-existing partner of the Company;
- c) may not be made prior to the Partner joining the Partner Program;
- d) may only be made through a properly-tracking Partner Link;
- e) may not be purchased by a customer in violation of any of our legal terms, including, but not limited to, Section 16 below (Acceptable Use);
- f) may not be fraudulent in any way, as determined by the Company's in its sole and exclusive discretion; and
- g) may not have been induced by the Partner offering the customer any coupons or discounts.
- h) are only payable on full-price purchases. Discounted and promotional purchases are not Qualified Purchases.

9) PAYOUT INFORMATION

Payouts will only be available when the Company has your current address information as well as accounting and tax documentation. You will be asked to submit a W8/W9 tax form. Accounting information may include the routing and account number of a bank where you wish to post a direct deposit or may include an email address for an online method of payment.

Currently, the Company employs the following methods of payout:

Venmo, echeck

For any changes in your address or accounting information, you must notify us immediately and we will endeavor to make the changes to your payout information as soon as possible.

Payouts will be made on a monthly basis no later than the 25th day of the month following the month for which payment is being made (i.e., by February 25 for the month of January). Payouts shall be calculated on a cash basis, that is, based on payments received by the Company during the applicable month.

For any disputes as to payout, the Company must be notified in writing within thirty (30) days of your receipt of the payout. Your notification shall include an explanation as to why you believe the payout is incorrect. We will review each dispute notification, as well as the underlying payout transaction to which it is related, and inform you of our decision within thirty (30) days of our receipt of your notification.

10) TRAINING AND SUPPORT

We may make available to you, without charge or at a discount, various webinars and other resources as part of our Partner Program. If we make such resources available to you, you will encourage your sales representatives and/or other relevant personnel to participate in training and/or other certifications as we recommend and may make available to you from time-to-time. We may change or discontinue any or all parts of the Partner Program benefits or offerings at any time without notice.

11) REPORTS

You may log into your account with us to review reports related to your affiliation, such as payout reports and Qualified Purchase information. Please be advised however, that not all listed qualifying clicks and/or purchases have been fully reviewed for accuracy in the reports viewable by you in real-time and therefore may be subject to change prior to payout.

12) TERM, TERMINATION & SUSPENSION

The term of this Agreement will begin on the date on which we notify you that you have been accepted into the Partner Program. The Agreement may be terminated effective immediately by either Party upon written notice to the other Party.

You may only earn payouts as long as you are a Partner in good standing during the term of this Agreement. If you terminate this Agreement with us, you will qualify to receive payouts earned prior to the date of termination.

If you fail to adhere to the terms of this Agreement, or any other legal terms we have posted anywhere on our Websites, you forfeit all rights, including the right to any unclaimed payout.

We specifically reserve the right to terminate this Agreement if you violate any of the terms outlined herein, including, but not limited to, violating the intellectual property rights of the Company or a third party, failing to comply with applicable laws or other legal obligations, and/or publishing or distributing illegal material.

Upon termination of this Agreement, any provisions that would be expected to survive termination by their nature shall remain in full force and effect.

13) INTELLECTUAL PROPERTY

As used herein, the term "Company IP" means the intellectual property owned by the Company, including, but not limited to, all copyrights, trademarks, trade secrets, patents, and other intellectual property belonging to the Company.

Subject to the limitations listed below, we hereby grant you a non-exclusive, non-transferable, revocable license to access the Website in conjunction with the Partner Program and use the Company IP solely and exclusively in conjunction with identifying our company and brand on the Partner Site to send customers to the Partner Links we

provide. You may not modify the Company IP in any way, and you are only permitted to use the Company IP if you are a Partner in good standing with us.

We may revoke this license at any time, and if we find that you are using the Company IP in any manner not contemplated by this Agreement, we reserve the right to terminate this Agreement.

Other than as provided herein, you are not permitted to use any of the Company IP or any confusingly similar variation of the Company IP without our express and prior written permission. This includes a restriction on using the Company IP in any domain or website name, in any keywords or advertising, in any metatags or code, or in any way that is likely to cause consumer confusion.

Please be advised that your unauthorized use of any Company IP shall constitute unlawful infringement, and we reserve all of our rights, including, but not limited to, the right to pursue an infringement suit against you in federal court. If you are found liable, you may be obligated to pay monetary damages or legal fees and costs.

You hereby provide us a non-exclusive license to use your name, trademarks and service marks, if applicable, and other business intellectual property to advertise our Partner Program as long as this Agreement is in effect. You agree to defend, indemnify and hold harmless the Company, its officers, directors, agents and employees, against any and all claims involving allegations that your name, trademarks, services marks, or any other business intellectual property of yours violates the rights of a third party. If you provide us with images, videos or recordings for use in connection with the Partner Program, you represent and warrant that you own the copyright in and to such images, videos and recordings and that you have obtained the required talent releases from each and every individual whose image, voice or likeness is featured in such images, videos and recordings. You agree to defend, indemnify and hold harmless the Company, its officers, directors, agents and employees, from and against any and all claims arising from your breach of the foregoing warranty. In addition, you grant us permission to record (via audio and/or video) any and all classes, workshops or other events involving you or your personnel and to use such recordings for any legitimate business purpose.

14) MODIFICATION & VARIATION

The Company may, from time to time and at any time, modify this Agreement. You agree that the Company has the right to modify this Agreement or revise anything contained herein. You further agree that all modifications to this Agreement are in full force and effect immediately upon posting on the Website and that modifications or variations will replace any prior version of this Agreement, unless prior versions are specifically referred to or incorporated into the latest modification or variation of this Agreement. If we update or replace the terms of this Agreement, we will let you know via electronic means, which may include an email. If you do not agree to the update or replacement, you can choose to terminate this Agreement as described below.

a) To the extent any part or subpart of this Agreement is held ineffective or invalid by any court of law, you agree that the prior, effective version of this Agreement shall be considered enforceable and valid to the fullest extent.

b) You agree to routinely monitor this Agreement and refer to the Effective Date posted at the top of this Agreement to note modifications or variations. You further agree to clear your cache when doing so to avoid accessing a prior version of this Agreement.

15) RELATIONSHIP OF THE PARTIES

Nothing contained within this Agreement shall be construed to form any partnership, joint venture, agency, franchise, or employment relationship. You are an independent contractor of the Company and will remain so at all times.

16) ACCEPTABLE USE

You agree not to use the Partner Program or our Company for any unlawful purpose or any purpose prohibited under this Agreement. You agree not to use the Partner Program in any way that could damage our websites, products, services, or the general business of the Company.

a) You further agree not to use the Partner Program:

I) to harass, abuse, or threaten others or otherwise violate any person's legal rights;

II) to violate any intellectual property rights of the Company or any third party;

III) to upload or otherwise disseminate any computer viruses or other software that may damage the property of another;

IV) to perpetrate any fraud;

V) to engage in or create any unlawful gambling, sweepstakes, or pyramid scheme;

VI) to publish or distribute any obscene or defamatory material;

VII) to publish or distribute any material that incites violence, hate, or discrimination towards any group; or

VIII) to unlawfully gather information about others.

17) PARTNER OBLIGATIONS & FTC COMPLIANCE

You are responsible for ensuring operation and maintenance of the Partner Site, including technical operations, written claims, links, and accuracy of materials. You must ensure, as noted above, that the Partner Site does not infringe upon the intellectual property rights of any third party or otherwise violate any legal rights.

We may monitor your account, as well as clicks and/or purchases coming through your account. If we determine that you are not in compliance with any of the terms of this Agreement, we have the right to immediately terminate your participation in the Partner Program.

We require all of our Partners to comply with all applicable statutes, regulations, and guidelines established by the federal government, through the Federal Trade Commission, as well as state and local governments. The Federal Trade Commission requires that Partner relationships, such as the relationship between you and the Company, be disclosed to consumers.

We recommend that you seek independent legal counsel to advise you of your obligations concerning such disclosures.

You are required to post a conspicuous notice on your website regarding the Partner Program. The notice does not have to contain the precise words as the example given below, but should be similar:

“We engage in Partner marketing whereby we receive funds through clicks to our Partner program through this website or we receive funds through the sale of goods or services on or through this website. We may also accept advertising and sponsorships from commercial businesses or receive other forms of advertising compensation. This disclosure is intended to comply with the US Federal Trade Commission Rules on marketing and advertising, as well as any other legal requirements which may apply.”

We also require you to comply with any and all applicable data privacy and security laws and regulations, including all of those which may impact your country of residence or your visitors. Such regulations include, but are not limited to, any applicable laws in the United States or the General Data Protection Regulation of the European Union. We also require that you implement adequate organizational and technical measures to ensure an appropriate level of security for the data that you process. Further, you hereby agree to comply with any requests which we may make to you regarding compliance with the General Data Protection Regulation or requests which you may receive from data subjects.

If we find you are not in compliance with any of the requirements of this subpart, we may terminate our relationship with you in our sole and exclusive discretion.

18) REVERSE ENGINEERING & SECURITY

You agree not to undertake any of the following actions:

a) reverse engineer, or attempt to reverse engineer or disassemble any code or software from or on any of our websites or services; or

b) violate the security of any of our websites or services through any unauthorized access, circumvention of encryption or other security tools, data mining or interference to any host, user or network.

19) DATA LOSS

The Company does not accept responsibility for the security of your account or content. You agree that your participation in the Partner Program is at your own risk.

20) INDEMNIFICATION

You agree to defend and indemnify the Company and any of its agents (if applicable) and hold us harmless against any and all legal claims and demands, including reasonable attorney's fees, which may arise from or relate to your use or misuse of the Partner Program, your breach of this Agreement, or your conduct or actions. You agree that the Company shall be able to select its own legal counsel and may participate in its own defense, if the Company wishes.

21) SPAM POLICY

You are strictly prohibited from using the Partner Program for illegal spam activities, including gathering email addresses and personal information from others or sending any mass commercial emails.

22) ENTIRE AGREEMENT

This Agreement constitutes the entire understanding between the Parties with respect to the Partner Program. This Agreement supersedes and replaces all prior or contemporaneous agreements or understandings, written or oral.

23) SERVICE INTERRUPTIONS

The Company may need to interrupt your access to the Partner Program to perform maintenance or emergency services on a scheduled or unscheduled basis. You agree that your access may be affected by unanticipated or unscheduled downtime, for any reason, but that the Company shall have no liability for any damage or loss caused as a result of such downtime.

24) NO WARRANTIES

You agree that your use of the Partner Program is at your sole and exclusive risk and that any services provided by us are on an "as is" basis. The Company hereby expressly disclaims any and all express or implied warranties of any kind, including, but not limited to, the implied warranty of fitness for a particular purpose and the implied warranty of merchantability. The Company makes no warranties that the Partner Program will meet your needs or that it will be uninterrupted, error-free, or secure. The Company also makes no warranties as to the reliability or accuracy of any information. You agree that any damage that may occur to you, through your computer system, or as a result of loss of your data from your use of the Partner Program, is your sole responsibility and that the Company is not liable for any such damage or loss.

25) LIMITATION ON LIABILITY

The Company is not liable for any damages that may occur to you as a result of your participation in the Partner Program, to the fullest extent permitted by law. The maximum liability of the Company arising from or relating to this Agreement is limited to one hundred (\$100) US Dollars. This section applies to any and all claims by you, including, but not limited to, lost profits or revenues, consequential or punitive damages, negligence, strict liability, fraud, or torts of any kind.

26) GENERAL PROVISIONS:

A) **LANGUAGE:** All communications made or notices given pursuant to this Agreement shall be in the English language.

B) **JURISDICTION, VENUE & CHOICE OF LAW:** Through your participation in the Partner Program, you agree that Montana law shall govern any matter or dispute relating to or arising out of this Agreement, as well as any dispute of any kind that may arise between you and the Company, with the exception of its conflict of law provisions. In case any litigation specifically permitted under this Agreement is initiated, the Parties agree to submit to the personal jurisdiction of the state and federal courts of the following county(ies): Yellowstone or Gallatin County, Montana. The Parties agree that this choice of law, venue, and jurisdiction provision is not permissive, but rather mandatory in nature. You hereby waive the right to any objection of venue, including assertion of the doctrine of forum non conveniens or similar doctrine.

C) **ARBITRATION:** In case of a dispute between the Parties relating to or arising out of this Agreement, the Parties shall first attempt to resolve the dispute personally and in good faith for a period of thirty (30) days following receipt of written notification of the dispute by one Party from the other Party. If these personal resolution attempts fail, the Parties shall then submit the dispute to binding arbitration pursuant to the American Arbitration Association Commercial Rules. The arbitration shall be conducted in the following county: Gallatin County, Montana. The arbitration shall be conducted by a single arbitrator, and the costs of the arbitration shall be split equally between the Parties. Each Party shall pay its own fees and costs. Notwithstanding the foregoing, intellectual property claims by the Company will not be subject to arbitration and may, as an exception to this subpart, be litigated. The Parties, in agreement with this subpart of this Agreement, waive any rights they may have to a jury trial with regard to any claims subject to arbitration.

D) **ASSIGNMENT:** This Agreement, or the rights granted hereunder, may not be assigned, sold, leased or otherwise transferred in whole or part by you. Should this Agreement, or the rights granted hereunder, be assigned, sold, leased or otherwise transferred by the Company, the rights and liabilities of the Company will bind and inure to any assignees, administrators, successors, and executors.

E) **SEVERABILITY:** If any part or subpart of this Agreement is held invalid or unenforceable by a court of law or competent arbitrator, the remaining parts and

subparts will be enforced to the maximum extent possible. In such condition, the remainder of this Agreement shall continue in full force.

F) NO WAIVER: In the event that we fail to enforce any provision of this Agreement, this shall not constitute a waiver of any future enforcement of that provision or of any other provision. Waiver of any part or subpart of this Agreement will not constitute a waiver of any other part or subpart.

G) HEADINGS FOR CONVENIENCE ONLY: Headings of parts and subparts under this Agreement are for convenience and organization, only. Headings shall not affect the meaning of any provisions of this Agreement.

H) FORCE MAJEURE: The Company is not liable for any failure to perform due to causes beyond its reasonable control including, but not limited to, acts of God, acts of civil authorities, acts of military authorities, riots, embargoes, acts of nature and natural disasters, pandemic, and other acts which may be due to unforeseen circumstances.

I) ELECTRONIC COMMUNICATIONS PERMITTED: Electronic communications are permitted to both Parties under this Agreement, including email or fax. For any questions or concerns, please email us at the following address:
susanandmartin@bodyof9.com.