

Diamond Heart Alliance Affiliate Agreement

Affiliate commissions are paid quarterly to ACTIVE members for the following revenue streams:

Diamond Heart Alliance Membership Groups to include:
Innovator, Promoter, Student, Member

YOUR GOLDEN Shared Affiliate commissions are paid quarterly to ACTIVE members for the following revenue streams:

Customer, Listener

Affiliates must at all times use the affiliate tracking link when sending or registering anyone under him/her, unless alternate arrangements have been made.

Commissions must be tracked back to the Affiliate before payment is executed.

Payments are calculated once each quarter.

All commissions paid will be less 3% (credit card and processing fees) and dispersed via PayPal account once each quarter.

Subscription Services must be paid in full to be eligible for full commissions.

The two forms of Affiliate commissions are paid to the following membership classes as follows:

1. Affiliate

- Partner - 33%
- Innovator - 22%
- Promoter - 22%
- Member - 22%
- Student - 11%

YOUR GOLDEN Shared Affiliate

YOUR GOLDEN Shared Affiliate stipends are calculated based on 11% of the revenue generated as a result of the distribution of the YOUR GOLDEN Ticket Magnetic Marketing™ Activation Platform. All ACTIVE members from all membership groups will receive one equal share of the 11%.

Affiliate shall indemnify and hold harmless Company, for any loss, damage, claim, injury, or expense, including attorney's fees, asserted against any of them, by reason of any injury, demand, claim, or suit arising out of: (i) the negligence of Affiliate, any of its officers, employees and/or agents, in connection with the Services provided by Affiliate; (ii) the willful misconduct and/or unlawful acts of Affiliate, any of its officers, employees and/or agents; (iii) any breach by Affiliate, any of its officers, employees and/or agent, of this Agreement. Affiliate additionally agrees that any extracurricular activities with clients or customers of the Company shall be outside of the purview of this Agreement and that Affiliate shall at all times conduct herself in a professional manner. Failure to comply with this provision as determined by the Company shall be grounds for immediate termination of this Agreement.

The Affiliate agrees not to make any defamatory statements or comments for which Affiliate or the Company may become liable or which may result in a negative impression of the Company by the persons attending the Program. In the event that Affiliate shall breach this provision in a manner that results in a claim being made against the Company, then in such event, Affiliate agrees to indemnify and defend the Company for all claims and damages related thereto, including all of the Company's reasonable attorney's fees.

Prior to any promotional event, Company authorizes the Affiliate to use name and pre-approved likeness of Company in connection with the Event provided that Affiliate agrees to submit all materials to Company for approval prior to use thereof. No use of Company likeness shall constitute or amount to an endorsement by Affiliate of any particular company, product, product category, or service. Time is of the essence with respect to the obligations contained in this section.

Cancellation:

HeartSpa, Inc. reserves the right to cancel this Agreement at any time. HeartSpa, Inc. reserves the right to cancel an event, change the length or size of the event, or change the place of the event at its discretion at any time.

If any of the obligations of any of the parties is hindered or prevented, in whole or in substantial part, because of a Force Majeure Event, then all other obligations of the parties shall continue; and when such Force Majeure Event has ceased, then the parties shall negotiate in good faith regarding an adjustment of their rights and obligations under this Agreement. A "Force Majeure Event" shall mean causes beyond the control of the parties including, but not limited to: an Act of God, inevitable accident, fire, weather, labor dispute, riot or civil commotion, act of public enemy, terror, or war, governmental act, regulation or rule, failure of technical facilities, national day of mourning, emergency announcement or news bulletin, inability to obtain supplies, delays in transportation, embargoes, or other reason beyond the control of the

parties that is generally regarded as force majeure. Delays or non-performance excused by this provision shall not excuse performance of any other obligation that is outstanding at the time of occurrence.

Notwithstanding anything to the contrary herein, in no event shall either party be liable to the contrary party for exemplary, punitive, incidental, or consequential damages, including lost profits, arising out of this Agreement or the breach of any term, covenant, representation, warranty, or obligation contained herein.

This Agreement shall be governed by the laws of Oregon, and any dispute shall be adjudicated therein. Either party may recover its expenses and attorney fees expended to enforce this Agreement. This document may not be assigned by the Affiliate and constitutes the entire agreement between the parties.

This Agreement is to be kept confidential between Company and the Affiliate named above. Any disclosure of agreements and payments outside these parties can result in immediate contract termination.

This following Code of Conduct Agreement Clause is required for all Staff members, Speakers, Affiliates, Students, and Volunteers who are participating in any Diamond Heart Alliance or HeartSpa, Inc. program or service.

- All participants are expected to conduct themselves in a professional manner while representing the Diamond Heart Alliance. This includes appropriate behavior before, during and after events, as well as ceremonies or dinners.
- All participants are expected to arrive on time for their scheduled sessions prepared and ready to begin on time.

After you join the Diamond Heart Alliance, you must complete and submit your Affiliate Application record to provide needed information so that commissions can be paid.