

MASTER AFFILIATION AGREEMENT

1. Introduction

1.1. This Document. This “Master Affiliation Agreement” together with Schedules 1 and 2 hereto (“Schedule 1” and “Schedule 2” respectively) and any applicable Additional Agreements (collectively the “Agreement”) is between you, hereinafter referred to as a “Media Partner” to utilize the platform (the “Platform”) owned and operated by Max International, LLC (“Max International”) and accessible through your unique Participant Link (as described more fully below).

1.2. Program Description. The purpose of the program outlined in this Master Affiliation Agreement (the “Program”) is to allow the Media Partner to:

1.2.1. Market and sell products offered by Max International (“Products”) to the Media Partner’s viewers, followers, subscribers and customers (collectively “Customers”) by directing those Customers to place orders through an online portal unique to each Media Partner (each being that Media Partner’s “Participant Link”), with the fulfillment of those orders to be handled by Max International, and Sales Commissions to be paid on the net sales of those Products on the terms set forth in the Agreement, and

1.2.2. Attract and sponsor new Media Partners who then become party to the Program and subject to the Agreement as a Media Partner (each being referred to as a “Sponsored Participant” with respect to the existing Media Partner who brought that new Media Partner into the Program). The sponsoring Media Partner will earn Sponsorship Commissions on the net sales of Products made through the Sponsored Participant’s Participant Link, on the terms set forth in the Agreement. Max International retains the right to terminate any sponsorship of a Sponsored Participant to the extent that: (i) the Sponsored Participant is determined to already be (or have previously been) a Media Partner on or prior to the date he, she or it became a Sponsored Participant under the Agreement, (ii) the Sponsored Participant is the spouse or child of the sponsoring Media Partner or (iii) in the good faith determination of Max International, it is found that either the Sponsored Participant or the sponsoring Media Partner is not itself a separate and bone fide participant in the Program or are not independent of one another.

- 1.3. Program Agreement and Additional Agreements. Each Media Partner agrees to the specific terms of engagement contained in this Master Affiliation Agreement and any supplemental agreements agreed to between such Media Partner and Max International (either in a writing duly authorized by each of the Media Partner and Max International or as electronically entered into by such Media Partner on or through the Platform) (“Additional Agreements”). Additional Agreements may contain any supplemental terms and conditions binding on Max International and the respective Media Partner party thereto. The terms of any Additional Agreement shall supersede the terms set forth in this Master Affiliation Agreement unless expressly stated to the contrary in such relevant Additional Agreement. The Additional Agreements may specify additional actions and qualifying parameters that entitle the Media Partner to Commissions or other compensation for Media Posts or related promotional efforts (“Payouts”).
- 1.4. Media Partner Acceptability. Except as prohibited by applicable law, Max International reserves the right to accept or reject any potential Media Partner that seeks to join as party to the Program for any reason or no reason, with or without notice, at any time.

2. Sales of Products; Standards of Conduct

- 2.1. Participant Link. Each Media Partner will be provided with a unique Participant Link by Max International upon becoming a party to the Program and the Agreement.
- 2.2. Content of Media Posts. Each Media Partner will have sole control over the frequency, content, method and types of media posts (whether in written format, video format, or other types of media postings) (collectively “Media Posts”), provided that each Media Partner agrees as follows:
- 2.2.1. Orders Thru Participant Links Only. The Media Partner will not attempt to direct its Customers to place orders for Products through any channel other than the Media Partner’s own Participant Link or through the Participant Link of any Sponsored Participant who was brought into the Program by such Media Partner.
- 2.2.2. Prohibition on Impermissible Claims. In marketing or describing the Products in any Media Post, on any website or in any other medium (including online images, videos and text-based posts), the Media Partner will not make any claims that any Product is useful in the cure, treatment, diagnosis, mitigation or prevention of any diseases or medical conditions to the extent such claim is not permitted by the U.S. Food and Drug Administration (“FDA”) or under any applicable local law or regulation

applicable to the Media Partner (each an “Impermissible Claim”), which includes Impermissible Claims included in any personal testimonials. For the good of the Program, Max International may have to make judgement calls regarding whether specific claims constitute Impermissible Claims where the related statements have not been fully or clearly deemed as such by the FDA or other applicable regulatory authority, and each Media Partner agrees that such determinations of Max International will be binding under the Agreement when made in good faith. The Media Partner is permitted to make claims that are being made by Max International on its own websites or in its current promotional materials provided by Max International to such Media Partner or which have otherwise been approved by Max International in writing. The Media Partner agrees that Max International may, in its sole direction, require that any posts be altered to remove any Impermissible Claims (or, if the posts cannot be altered that they will be removed and taken down).

2.2.3. Prohibitions Related to Potential Sponsored Participants. Each Media Partner agrees to use best efforts to avoid recruiting or sponsoring any potential Sponsored Participant where doing so be in violation of any agreement binding upon such potential Sponsored Participant. In addition, in recruiting any new Sponsored Participant, each Media Partner agrees that he, she or it will not make any claims regarding the level of income or earnings that a prospective Sponsored Participant might make after joining the Program as a Media Partner (other than disclosing the terms of the Commissions payable under this Master Affiliation Agreement), including but not limited to the income generated by the sponsoring Media Partner.

2.3. No Guarantees of Levels of Performance. No Media Partner makes any guarantee or representation that it will generate any net sales of Products through the Program. Except as provided for in any Additional Agreement, if at all, Max International makes no guarantee or representation that any Media Partner will be successful in earning any Commissions or other Payouts.

3. Commissions.

3.1. Definitions.

3.1.1. “Business Day” means a business day in the jurisdiction in which Max International’s chief executive office is located.

3.1.2. “Commissions” means any Sales Commission or Sponsorship Commission.

3.1.3. “Commissions Calculation Date” means, for each Sales Month and in order to account for deductions from Net Sales during the Return Period, the seventh (7th) Business Day of the month determined in accordance with the following:

Sales Month	Commissions Calculation Made on the 7th Business Day of:
January	March
February	April
March	May
April	June
May	July
June	August
July	September
August	October
September	November

October	December
November	January
December	February

- 3.1.4. “Net Sales” means, for each Media Partner with respect to sales of Products through such Media Partner’s Participant Link, the total sales revenues received by Max International for the sale of Products during the Sales Month, net of any amounts arising with respect to: (i) any returned Products or refunds issued with respect to such sale during the Return Period, (ii) any sales of Products that are determined to be fraudulent or not otherwise bona fide, (iii) any discounts or rebates attributable to such sales to the extent not reflected in the sales revenues at the time of sale, (iv) any shipping and handling charges paid with respect to any sale of Products, (v) any excise, value-added, sales, use or similar taxes collected on such sales (vi) any fees associated with the conversion of a Commission from the currency in which a Purchase of a Product is made to the currency in which a particular Commission is paid to a Media Partner in accordance with the terms of this Agreement and (vii) any Prior Period Return Adjustment.
- 3.1.5. “Payment Date” means, for Commissions payable on Net Sales accrued in any given Sales Month, the date that is the 15th day of the month in which the Commission Calculation Date is with respect to the sale of any Product or if such day is not a Business Day then the first Business Day thereafter.
- 3.1.6. “Prior Period Return Adjustment” is defined in Section 3.4.
- 3.1.7. “Return Period” means, with respect to the sale of any Product through the Program, a period starting on the date of sale up to the Commissions Calculation Date.
- 3.1.8. “Sales Commission Rate” means the commissions rate determined in accordance with Schedule 2 to this Agreement.

- 3.1.9. “Sales Month” means, for any Products sold by a Media Partner through its Participant Link, the calendar month in which that sale closes and payment therefore has been received by Max International.
- 3.1.10. “Sponsorship Rate” means the sponsorship commission rate determined in accordance with Schedule 2 to this Agreement.
- 3.2. Sales Commissions. Each Media Partner will be entitled to receive a payment equal to his, her or its applicable Sales Commission Rate on the total amount of Net Sales of Products through respective Media Partner’s Participant Link, as calculated in accordance with the terms of the Agreement.
- 3.3. Sponsorship Commissions. Media Partners that that qualify to be paid sponsorship commissions and who have brought one or more Sponsored Participants into the Program will be entitled to receive a payment equal to that Media Partner’s Sponsorship Rate, if applicable, on the total amount of Net Sales of Products through that Sponsored Participant’s Participant Link, as calculated in accordance with the terms of the Agreement. To the extent the Sponsorship Rate in Schedule 2 is listed as “N/A” then the Media Partner in that category is not eligible for Sponsorship Commissions under the Program (and, to the extent required, a rate of “N/A” may be treated as if it were a rate of 0%).
- 3.4. Calculation and Payment of Commissions. Commissions shall be further subject to terms of Schedule 1 and Schedule 2, and calculated and determined as set forth herein and in Schedule 1 and Schedule 2. With respect to the calculation of Commissions, it is the intent that Max International will calculate the amount of Commissions owing to each Media Partner on the Commissions Calculation Date. Notwithstanding that intention, it is possible that some returns of Products may occur (and refunds issued) after the Commissions Calculation Date related to a particular sale of a given Product. In such a circumstance, if Max International permits the return of any such Product sold through a Media Partner’s Participant Link and a refund is issued by to the Customer returning any such Product, Max International reserves the right to reduce future period Commissions payable to the Media Partner which generated that sale by an amount equal to the Commissions that Media Partner received for that sale (a “Prior Period Return Adjustment”) until the aggregate of all such adjustments are recovered.
- 3.5. Payment on Payment Dates. Following the Commissions Calculation Date, Max International shall pay all Commissions accrued and owing to each Media Partner on the related Payment Date in the amounts and in a manner consistent with Schedule 1 and Schedule 2.

3.6. Commissions Exclusive. To the extent a Media Partner is independently a “sales associate” of Max International (and entitled to compensation as a sales associate under any other compensation plan or program in effect for sales associates of Max International from time to time, a “Max Associate”) that might apply to sales of Products under the Program, it is understood that the Commissions and other Payouts expressly required as part of the Program shall be the sole and exclusive compensation to which a Media Partner shall be entitled for its participation in the Program and with respect to sales made through any Participant Link.

4. Term and Termination

4.1. Term. Subject to any terms to the contrary contained in any Additional Agreement, the Agreement will be binding as between Max International and each Media Partner until either party has elected to terminate or cancel the Agreement in accordance with the terms hereof (the period prior to termination or cancellation being the “Term”). A Media Partner may terminate the Agreement in writing delivered to Max International (including, but not limited to, a termination through the Portal) at any time, regardless of the reason for that termination. Max International may also at any time terminate the Agreement with respect to any Media Partner in writing delivered to the Media Partner, through the Portal or otherwise, except that, notwithstanding any termination by Max International, unless Max International has terminated this Agreement for breach of its terms by a Media Partner or as a result of a Media Partner’s criminal misconduct, Max International shall continue to track, calculate and pay Commissions due under this Agreement for all Net Sales occurring through the last day of the calendar month in which Max International’s notice of termination is sent. Any such Commissions will be payable on the related Payment Dates therefor and determined and calculated in the manner prescribed herein, as if this Agreement remained in full force and effect. Any individual Additional Agreement that specifies its own term or means of termination shall continue until the earlier of: (a) the expiration as stated in that Additional Agreement; or (b) a Media Partner’s or Max International’s terminating the Additional Agreement pursuant to the terms of the Agreement.

4.2. Consequences of Termination. On the expiration or earlier termination of the Agreement:

- (i) The Media Partner shall immediately remove all Media Posts related to the Program, Max International or its Products;
- (ii) Max International shall remain obligated to compensate the Media Partner for Commissions earned prior to the expiration or termination of the

Agreement (or such later period as required by Section 4.1 above), payable as and when such payments would otherwise be due and payable under the Agreement;

- (iii) The Media Partner shall immediately discontinue the use of any materials provided by Max International (including but not limited to any trademarks or other intellectual property of Max International, the “Creative Works”) and, if requested by Max International in writing, return any tangible Creative Works to Max International in the same condition they were originally delivered to the Media Partner (ordinary wear and tear excepted);
- (iv) The license to the Creative Works shall immediately terminate; and
- (v) each of the respective Media Partner and Max International shall either destroy or promptly return to the other all copies in whatever medium of the other’s Confidential Information.

5. Intellectual Property and Confidential Information

- 5.1. License. Pursuant to the terms herein, Max International grants to the Media Partner for the Term a revocable, non-exclusive, non-transferable, world-wide, royalty-free license to use the Creative Works, including but not limited to the use of Max International’s and its Products names and other Intellectual Property (defined below), solely to the extent necessary to perform its obligations herein to be included in Media Posts related to the Products or created in connection with the Program. The Media Partner agrees (i) to follow all additional written instructions and requests of Max International with respect to the use of the Creative Works and (ii) not to use any of the Creative Works for any purpose other than as described in the preceding sentence without the prior written consent or at the request of Max International.
- 5.2. Promotional Methods. Unless explicitly authorized in an Additional Agreement or in writing by Max International, the Media Partner shall not offer to its Customers any promotions or discounts on Products or otherwise promote the sales of Products other than to Customers through Media Posts or through the sponsorship of a Sponsored Participant (and not, for example, through direct sales to end-users, by selling products through an online marketplace separate from the Platform, by promoting sales through cold calling or telephonic communication with end users, etc.).

- 5.3. Intellectual Property. “Intellectual Property” means trademarks (whether registered or unregistered together with all goodwill in connection thereto), unregistered and registered designs, copyright, database rights, rights in computer software, domain names, rights in Confidential Information and all other intellectual property rights (whether now subsisting or in the future created). All Intellectual Property existing prior to the date the Agreement is in effect with respect to any given Media Partner shall belong to the party, as applicable, that owned such rights immediately prior to such date. Each party acknowledges and agrees that it shall not acquire or claim any title to the other party’s Intellectual Property.
- 5.4. Confidential Information. “Confidential Information” means all confidential information and data, whether in tangible or intangible form such as trade secrets, financial, and technical information, customers, prices, discounts, and margins. A party receiving Confidential Information (“Receiving Party”) from the other party to this Agreement (“Disclosing Party”) agrees to (a) hold all Confidential Information in confidence and protect it with the same degree of care with which the Receiving Party protects its own Confidential Information; (b) use such Confidential Information only for the purposes of this Agreement and as permitted by this Agreement; (c) not copy or otherwise duplicate such Confidential Information, except for the purpose of this Agreement; and (d) restrict disclosure of such Confidential Information solely to those employees and agents with a need to know such Confidential Information for the purposes of this Agreement and who are bound in writing to protect the same. The foregoing obligations shall not apply to any information designated as confidential if, prior to any release of such information under this Agreement, that Confidential Information: was already known to the Receiving Party, free of any obligation to keep it confidential; is or becomes publicly known through no wrongful act of the Receiving Party; is independently developed by the Receiving Party without reference to the Confidential Information of the Disclosing Party; was received from a third party without any restriction on confidentiality; was disclosed to third parties by the Disclosing Party without any obligation of confidentiality; or is approved for release by prior written authorization of the Disclosing Party. If the Receiving Party receives a request pursuant to a court order, governmental body request or other legal process to disclose the Disclosing Party’s Confidential Information, the Receiving Party shall promptly notify the Disclosing Party and reasonably assist the Disclosing Party in obtaining a protective order requiring that any portion of the Confidential Information required to be disclosed be used only for the purpose for which a court issues an order or as otherwise required by law. Each party shall bear its own legal expenses in connection therewith.

6. Representations, Disclaimers and Indemnification

6.1. Representations and Warranties. Each Media Party warrants, represents and undertakes to Max International that, and Max International represents, warrants and undertakes to each Media Partner that:

- (i) it has the full power and authority to carry out its obligations in the Agreement;
- (ii) its entry into and performance of its obligations under the Agreement shall not infringe the rights of any third party or cause it to be in breach of any obligations to a third party;
- (iii) it shall comply fully with any and all applicable laws, rules and regulations in its performance under the Agreement.

6.2. Indemnification. The indemnities set forth below shall survive the termination of this Agreement for a period of one year after the date of such termination.

6.2.1. By Media Partners. Each Media Partner (an “MP Indemnitor”) shall defend, indemnify and hold Max International and its respective owners, members, shareholders, directors, managers, officers, employees, subcontractors and agents (each a “Max Indemnitee”) harmless against all claims, suits, costs, damages liabilities, expenses (including reasonable attorney’s fees), settlements and judgments incurred, claimed or sustained by third parties (“Claims”) for the MP Indemnitor’s breach of this Agreement, provided that: (a) Max Indemnitee notifies MP Indemnitor in writing within a commercially reasonable time after its receipt of notice of any Claim; (b) MP Indemnitor has sole control of the defense and all related settlement negotiations (except that the MP Indemnitor shall not settle any Claim in any manner which would admit fault by the Max Indemnitee without the Max Indemnitee’s reasonable consent); and (c) Max Indemnitee provides MP Indemnitor with reasonable assistance, information and authority necessary to perform its obligations under this Section. Each Max Indemnitee may participate in the defense of a Claim at the Max Indemnitee’s own expense, and such participation shall not waive or reduce any obligations on the MP Indemnitor under this paragraph.

6.2.2. Max International (the “Max Indemnitor”) shall defend, indemnify and hold each Media Partner and its respective owners, members, shareholders, directors, managers, officers, employees, subcontractors and

agents (“MP Indemnitee”) harmless against all Claims for the Max Indemnitor’s breach of this Agreement, provided that: (a) the MP Indemnitee notifies the Max Indemnitor in writing within a commercially reasonable time after its receipt of notice of any Claim; (b) the Max Indemnitor has sole control of the defense and all related settlement negotiations (except that the Max Indemnitor shall not settle any Claim in any manner which would admit fault by the MP Indemnitee without the MP Indemnitee’s reasonable consent); and (c) the MP Indemnitee provides the Max Indemnitor with reasonable assistance, information and authority necessary to perform its obligations under this Section. Any MP Indemnitee may participate in the defense of a Claim at the MP Indemnitee’s expense, and such participation shall not waive or reduce any obligations on the Max Indemnitor under this paragraph.

6.3. Limitations of Liability.

- (i) Nothing below shall operate to exclude or limit liability for which liability cannot be excluded or limited under law (together the “Excluded Losses”).
- (ii) Except in respect of the Excluded Losses, the liability of each party to this Agreement to any other party, whether in contract, tort (including negligence or breach of statutory duty, misrepresentation or otherwise) or for any other common law or statutory cause of action or otherwise arising by reason of or in connection with this Agreement, including, but not limited to each Additional Agreement, shall be limited to the Commissions paid to such party under this Agreement, or, in the case of Max International to the amount of Commissions owned but unpaid under this Agreement.
- (iii) Except in respect of the Excluded Losses, no party shall be liable to the other in contract, tort (including negligence) or otherwise for any: consequential damages, loss of actual or potential profits or revenues, loss of contracts or customers (including, without limitation, any loss of followers or Customers); loss of data, undertaking to recover lost data or other restoration; loss of reputation; any other indirect, consequential, special, punitive, exemplary damages whether arising under a theory of strict liability, from negligence, breach of contract or otherwise.

7. Amendments to This Agreement

Because national, state, and local laws, as well as the business environment, periodically change, Max International reserves the right to amend the Agreement, in whole or in any part, in its sole and absolute discretion at any time, including Schedule 1 and Schedule 2 hereto (which are fully incorporated in and part of this Agreement). By agreeing to the terms of this Agreement, each Media Partner agrees to abide by all amendments or modifications that Max International elects to make. Amendments shall be effective 30 days after publication of notice that the Agreement has been modified; provided that no amendment will reduce the amount of Commissions payable with respect to any Net Sales that have closed prior to the effective date of that amendment in accordance with this Section. Notification of amendments shall be published by one or more of the following methods: (1) posting on the Platform, (2) electronic mail (e-mail), or (s) special mailings. The acceptance of any payments of Commissions or other Payouts shall further constitute acceptance of any and all amendments to the Agreement.

8. General

- 8.1. Waiver of Remedies. No forbearance or delay by any party in exercising or enforcing the provisions of this Agreement shall prejudice or restrict the rights of that party nor shall any waiver of its rights operate as a waiver of any subsequent breach. No right, power or remedy herein conferred upon or reserved for any party or available by law is exclusive of any other right, power or remedy available to that party and each such right, power or remedy shall be cumulative.
- 8.2. Assignment. Neither party may assign or sub-contract any of its rights or obligations under this Agreement; provided that Max International may assign or otherwise transfer this Agreement in connection with any merger of Max International into any other company, to any other entity acquiring the business and all or substantially all of the business assets of Max International, or to any successor corporation which Max International may convert into.
- 8.3. Notices. All notices which are required to be given under this Agreement shall be in writing. Notices of termination of the Agreement or any Additional Agreement by Max International for convenience may be made via the Platform. All other notices shall be sent to the postal address or facsimile number of the party as provided via the Platform, as such address may be updated from time to time. Any such notice may be delivered personally or by first class pre-paid letter (or by airmail if overseas) or by facsimile or email transmission, and shall be deemed received, when delivered (if by hand); or if by

mail five (5) days after deposit in mail, if by facsimile or email transmission, when successfully sent to the facsimile number or email address on file on the Platform.

- 8.4. Force Majeure. “Force Majeure” means circumstances beyond the reasonable control of a party to this Agreement, including but not limited to acts of God, war, terrorist action, fire, flood, governmental act Internet or other telecommunications failure. No party shall be liable to any other party hereto for any failure or delay in performing any of its obligations hereunder if such failure or delay is caused by the occurrence of an event of Force Majeure.
- 8.5. Entire Agreement. This Agreement represents the entire understanding and constitutes the entire agreement in relation to the subject matter herein, it supersedes any previous agreement as to such subject matter herein, and may be amended only in writing and executed by both parties. Each party acknowledges and agrees that it has not relied on any representation or warranty other than those expressly set out herein or in any Additional Agreement.
- 8.6. Electronic Signatures. Each party acknowledges and agrees that by clicking-through acceptance of this Agreement; it is submitting an authorized electronic signature and entering into a legally binding contract. Further, each party hereby waives any rights or requirements under any applicable statutes, regulations, rules, ordinances or other laws in any jurisdiction which require an original signature or delivery or retention of non-electronic records, or to payments or the granting of credits by other than electronic means.
- 8.7. Severability. If any provision in this Agreement, in whole or in part, held by a court or administrative body of competent jurisdiction to be illegal, invalid or unenforceable under any enactment or rule of law then that provision or part shall be deemed not to form part of this Agreement and the enforceability and validity of the remainder of this Agreement shall not be affected.
- 8.8. Survival. All provisions that by their nature should reasonably be interpreted to survive the termination or expiration of this Agreement, shall survive such termination or expiration of this Agreement.
- 8.9. Relationship of the Parties. The relationship of the parties is that of independent contractors and this Agreement does not create any association, partnership, joint venture, agency or employer-employee relationship between Max International and any Media Partner. No party to this Agreement shall have the power to bind the other or to create a liability against the other in any way.

SCHEDULE 1

General Terms and Conditions

This Schedule 1 applies as between any Media Partner and Max International unless superseded in whole or part by Additional Agreement applicable between them.

1. Tracking Sales and Calculating Payouts; Currency and Foreign Exchange: Unless an Additional Agreement states otherwise, all tracking and payment processing facilities in relation to the tracking of Net Sales (including, but not limited to, the tracking and calculation of Commissions and other Payouts) shall be provided by Max International. All Commissions shall be paid to the Media Partner in the national currency of the nation in which the Media Partner resides (“Local Currency”), as determined on the books and records of Max International in the ordinary course of its business. Payments of Commissions and other Payouts shall be made by check or by other means established by Max International in its commercial discretion from time to time.

For each Sales Month during which a Media Partner is or was party to the Program, on the related Commissions Calculation Date, Max International shall calculate for each Media Partner (i) its Net Sales for the related Sales Month and (ii) the Net Sales of any Sponsored Participant of that Media Partner for that Sales Month, which amounts shall be reported to the respective Media Partner through the Platform.

To the extent any Net Sales are made in any currency other than the Local Currency, for purposes of calculating and paying any Commissions or other Payouts to a Media Partner on such Net Sales, Max International shall, on the Commissions Calculation Date, convert the amounts owing from the currency used at the time of sale into the Local Currency. Max International shall use its commercially reasonable judgement in establishing the conversion rate for such currency exchanges, but shall not be liable for any adverse changes in exchange rates that may occur from the date of sale of any Product through the Commissions Calculation Date.

2. Errors. If an Media Partner has questions about or believes any errors have been made regarding the calculation of Commissions or other Payouts, the Media Partner must notify Max International in writing within 60 days of the date of the

purported error or incident in question. Max International will not be responsible for any errors, omissions or problems not reported within 60 days.

3. Income Taxes. Each Media Partner is responsible for paying national, state, and local taxes on any income generated as a Media Partner. If a U.S. Media Partner is tax exempt, the Federal tax identification number must be provided to Max International. Every year, Max International will provide an IRS Form 1099 MISC (Nonemployee Compensation) earnings statement to each U.S. resident to the extent required by law. Max International reserves the right to make appropriate withholdings from any Media Partner's income if they provide an inaccurate social security number or Federal Tax Identification number. In connection with the operation of the Program, Max International will at all times comply with applicable law. As a result, in the event that applicable law in the United States or any foreign jurisdiction to which a given Media Partner is subject requires withholding of any portion of Commissions or other Payouts and/or the remitting of such amounts to appropriate taxing authorities, Max International is hereby authorized to comply with such applicable laws. In the event that the applicable law allows an exception to withholding upon delivery by the Media Partner of appropriate documentation, such withholding will only be conducted where the relevant Media Partner has not provided Max International with the appropriate documentation showing that it is exempt from such withholding.

In accordance with the foregoing and given the requirements of U.S. law on withholding taxes, with respect to any Media Partner that is not a United States citizen, the Media Partner must submit an U.S. Internal Revenue Service (IRS) Form "W8-BEN" to Max International. Otherwise, Max International will withhold the maximum amount allowed under the U.S. Internal Revenue Code or IRS Regulation from Commissions and other Payouts under the Agreement.

4. Governing Law and Venue: Unless the parties mutually agree otherwise in writing, the Master Affiliation Agreement, Schedules 1 and 2 and each Additional Agreement shall be governed by the laws of the State of Utah, United States of America, and such state shall be the sole and exclusive forum or any disputes under the Agreement. Any party to any dispute under the Agreement that primarily prevails in an action brought under the Agreement is entitled to recover from the other party its reasonable attorneys' fees and costs.

SCHEDULE 2

Commissions Rates

Max International will break its Commission Rates and Sponsorship Rates into tiers, as follows:

Tier	Commission Rate	Sponsorship Rate
Special Tier	20%	5%

Additional Tiers will be added as the Program is expanded.

Any Tier applicable to a given Media Partner under the Program will be determined based on and subject to the Eligibility Criteria set forth below in this Schedule 2.

Eligibility Criteria

Special Tier:

The Special Tier is a promotional tier available starting December 1, 2022. Beginning on November 30, 2022, and periodically throughout December of 2022, Max International will determine which Max Associates in good standing have a Personal Volume (PV) of 50 or higher (or have had a PV of 50 within the prior six month period). All Max Associates having such a PV at that level and that have paid a US\$25.00 annual activation fee will be eligible for participation in the Program in December of 2022

Continued eligibility for the Special Tier will be conditioned upon maintaining a PV of 50 or higher, which will be measured at the end of each calendar month.

Additional eligibility criteria and other terms and conditions may be posted from time to time at <https://www.livemax.com/affiliate-pre-launch/> (the “Special Tier Announcement Page”)

Associates not eligible for the Special Tier are expected to still be eligible for other Tiers that will be added to the Program beginning in January of 2023.

For the avoidance of doubt, the terms of this Schedule 2, including the available Tiers and Eligibility Criteria set forth above and on the Special Tier Announcement Page, is subject to potential amendment from time to time in accordance with Section 7 of the Agreement.

Change in Applicable Tier

In the event any Media Partner's eligibility for a given Tier changes part way through a given Sales Month, Max International shall calculate Commissions owing for any Net Sales on any given day at the highest rate for which that Media Partner was eligible on that day, as determined by Max International in accordance with its books and records, which shall be deemed conclusive on the parties absent manifest error. As a result, Commissions payable may reflect a mix of Sale Commission Rates and Sponsorship Rates to the extent a Media Partner changes Tiers during any Sales Month.