

PROTEKT WORLDWIDE, LLC AFFILIATE AGREEMENT

THIS IS A LEGAL AGREEMENT BETWEEN YOU AND PROTEKT WORLDWIDE LLC.

BY SUBMITTING THE ONLINE APPLICATION, YOU ARE CONFIRMING THAT YOU HAVE READ AND UNDERSTAND THE TERMS AND CONDITIONS OF THIS AGREEMENT AND THAT YOU AGREE TO BE LEGALLY RESPONSIBLE FOR EACH OF THE TERMS AND CONDITIONS OUTLINED IN THIS AGREEMENT.

1. Overview

This Agreement contains the complete Terms and Conditions that apply to the applicant becoming an affiliate within the Protekt Worldwide, LLC Affiliate Program. The purpose of this Agreement is to allow, but not to limited to, HTML linking to the Protekt Worldwide, LLC affiliate website through allowed digital sources (e.g., personally owned web site(s), personal social media accounts) or references from privately printed media (e.g., business cards, point of sale displays, QR codes, etc.) by the affiliate. Please note that throughout this Agreement, “Prōtëkt”, “we,” “us,” and “our” refer to Protekt Worldwide, LLC, and “affiliate”, “you,” “your,” and “yours” refer to the affiliate.

2. Affiliate Obligations

2.1. To begin the enrollment process, you will complete and submit an application either online or in physical paper form. The fact that we manually-approve applications does not imply that we may not re-evaluate your application at a later date. We may reject your application at our sole discretion. We may cancel your application if we determine that your representation is unsuitable for our Program, including if it:

2.1.1. Promotes sexually explicit materials

2.1.2. Promotes violence

2.1.3. Promotes discrimination based on race, sex, religion, nationality, disability, sexual orientation, or age

2.1.4. Promotes illegal activities

2.1.5. Incorporates any materials which infringe or assist others to infringe on any copyright, trademark or other intellectual property rights or to violate the law

2.1.6. Includes “Prōtëkt Worldwide”, “Protekt Worldwide”, “protektonline.com” or other similar variations or misspellings thereof in its domain name

2.1.7. Is otherwise in any way unlawful, harmful, threatening, defamatory, obscene, harassing, or racially, ethnically or otherwise objectionable to us at our sole discretion

2.1.8. Contains software downloads that potentially enable diversions of commission from other affiliates in our program

2.1.9. You may not create or design your website or any other website that you operate, explicitly or implied in a manner which resembles our website nor design your website in a manner which leads customers to believe you are Protekt Worldwide, LLC or have any ownership of Protekt Worldwide, LLC or any other role beyond an independent affiliate team member.

2.1.10 Contains any other form of communication that violates section 15 of this agreement.

2.2. As a member of Protekt Worldwide, LLC Affiliate Program, you will have access to affiliate account dashboard. There you will be able to review our Program details, create and generate custom campaign URLs, download HTML code (that provides for links to web pages within the Protekt Worldwide, LLC web site), find marketing materials including pre-approved banners, images, fonts, color call outs, logos, video links and other creatives for your marketing use. You will be able to browse and get tracking codes for our coupons and deals and observe your sales, commissions and click-through analytic data in real time. In order for us to accurately keep track of all guest visits from your site to ours, you must use the HTML code that we provide for each banner, image, text link, or other affiliate link we provide to you. Promoting outside of these parameters may cause you to lose commissions, invalidate your status and/or be cause for termination in the Program.

2.3. Protekt Worldwide, LLC reserves the right, at any time, to review your link placement, physical point of sale or marketing material and approve the use of your links and require that you change the placement or its use to comply with the guidelines provided to you.

2.4. The maintenance and the updating of your site will be your responsibility. We may monitor your site or sales material as we feel necessary to make sure that it is up-to-date and to notify you of any changes that we feel should enhance your performance. In the event you are found to be non-compliant, you will be notified by phone or email. After notification, you will have a period of 48 hours to remedy the issue or face further action.

2.5. It is entirely your responsibility to follow all applicable intellectual property and other laws that pertain to your site. You must have express permission to use any person's copyrighted material, whether it be a writing, an image, or any other copyright work. We will not be responsible (and you will be solely responsible) if you use another person's copyrighted material or other intellectual property in violation of the law or any third-party rights.

3. Protekt Worldwide, LLC Rights and Obligations

3.1. We have the right to monitor your site or business location at any time to determine if you are following the Terms and Conditions of this Agreement. We may notify you of any changes to your link placement that we feel should be made, or to make sure that your links to our web site are appropriate and to further notify you of any changes that we feel should be made. If you do not make the changes to your link placement that we feel are necessary, we reserve the right to terminate your participation in the Protekt Worldwide, LLC Affiliate Program.

3.2. Protekt Worldwide, LLC reserves the right to terminate this agreement and your participation in the Protekt Worldwide, LLC Affiliate Program immediately and without notice to you should you commit fraud in your use of the Protekt Worldwide, LLC Affiliate Program or should you abuse this

program in any way. If such fraud or abuse is detected, Protekt Worldwide, LLC shall not be liable to you for any commissions for such fraudulent sales.

3.3. This Agreement will begin upon our acceptance of your affiliate application, and will continue until/unless terminated by one party.

4. Termination

Either you or Protekt Worldwide, LLC may end this agreement AT ANY TIME, with or without cause, by giving the other party written notice. Written notice can be in the form of mail, email or fax. In addition, this agreement will terminate immediately upon any breach of this agreement by you.

5. Modification

We may modify any of the Terms and Conditions in this Agreement at any time at our sole discretion. In such event, you will be notified by email. Modifications may include, but are not limited to, changes in the payment procedures and Protekt Worldwide, LLC Affiliate Program rules. If any modification is unacceptable to you, your only option is to end this Agreement. Your continued participation in a Protekt Worldwide, LLC Affiliate Program following the posting of the change notice or new agreement on our site will indicate your agreement and acceptance to the changes made.

6. Payment

Protekt Worldwide, LLC uses a third party to handle payments. That third party is the PayPal financial services platform. Kindly review the network's payment Terms and Conditions. You must have an account with PayPal in order to receive payment from the Protekt Worldwide, LLC Affiliate Program.

7. Access to Affiliate Account Interface

You will create a password so that you may enter the Protekt Worldwide, LLC Affiliate Program secure affiliate account interface. Access to the affiliate dashboard is located at <https://protektonline.com/affiliate-area>. From there you will be able to receive your reports that will describe our calculations of the commissions due to you.

8. Promotion Restrictions

8.1. You are free to promote your own web sites, but naturally any promotion that mentions Protekt Worldwide, LLC, its products or services could be perceived by the public or the press as a joint effort. You should know that certain forms of advertising are always prohibited by Protekt Worldwide, LLC. For example, advertising commonly referred to as "spamming" is unacceptable to us and could cause damage to our name. Other generally prohibited forms of advertising include the use of unsolicited commercial email (UCE), postings to non-commercial newsgroups and cross-posting to multiple newsgroups at once. In addition, you may not advertise in any way that effectively conceals or misrepresents your identity, your domain name, or your return email address. You may use digital or physical mailings to customers to promote Protekt Worldwide, LLC so long as the recipient is already a customer or subscriber of your services or web site, and recipients have the option to

remove themselves from future mailings. Also, you may post to newsgroups under your personal account inside of that platform to promote Protekt Worldwide, LLC, its products or services so long as the news group specifically welcomes commercial messages, the context of the specific newsgroup feed is contextually correct and supporting of Protekt Worldwide, LLC, its product or services and the account from which the affiliate is posting from allows the public to wholly identify the affiliate in question.

8.1.1 At all times, you must clearly represent yourself and your web sites as independent from Protekt Worldwide, LLC. Unlawful spamming as defined by the law governing the area of the accusation will be cause for immediate termination of this Agreement and your participation in the Protekt Worldwide, LLC Affiliate Program, as well as, nullification of any pending balances owed to you. Affiliate account balances will not be paid in any capacity if your account is terminated due to violation of this Agreement, such unacceptable advertising or solicitation practices as deemed by Protekt Worldwide, LLC. It is to your advantage to familiarize yourself with the Federal Trade Commission CAN-SPAM Act, located at <https://www.ftc.gov/tips-advice/business-center/guidance/can-spam-act-compliance-guide-business>. All Affiliates will be required to pass a general Product and Standard Procedure Knowledge test. Information from the CAN-SPAM Act will be included as part of the test.

8.2 Affiliates shall not share or distribute any form of link or sales lead which directs traffic to any Protekt Worldwide, LLC website or property that is not on the affiliates personally owned website or social media account(s). All printed material using machine-readable code, e.g. quick reference code, QR code, bar code or other URL or URL referencing code must reference only a legitimate URL codes generated by the Protekt Worldwide, LLC Affiliate Program. URL shortening services such as bit.ly and tinyurl are permitted. Custom URLs are permitted only if the chosen URL customization aligns with the professionalism of the company and/or product(s) being promoted and are not a personal or potentially offensive customization of any sort.

8.3. Pay per-click marketing in association with any Protekt Worldwide, LLC content or branding is strictly prohibited. Violations in this area will result in immediate termination of this Agreement.

8.4. Affiliate shall not transmit any so-called "interstitials," "Parasiteware™," "Parasitic Marketing," "Shopping Assistance Application," "Toolbar Installations and/or Add-ons," "Shopping Wallets" or "deceptive pop-ups and/or pop-unders" to consumers from the time the consumer clicks on a qualifying link until such time as the consumer has fully exited Protekt Worldwide, LLC's site (i.e., no page from our site or any Protekt Worldwide, LLC content or branding is visible on the end-user's screen). As used herein, "Parasiteware™" and "Parasitic Marketing" shall mean an application that (a) through accidental or direct intent causes the overwriting of affiliate and non-affiliate commission tracking cookies through any other means than a customer initiated click on a qualifying link on a web page or email; (b) intercepts searches to redirect traffic through an installed software, thereby causing, pop ups, commission tracking cookies to be put in place or other commission tracking cookies to be overwritten where a user would under normal circumstances have arrived at the same destination through the results given by the search (search engines being, but not limited to, Google, MSN, Yahoo, Overture, AltaVista, Hotbot and similar search or directory engines); (c) set commission tracking cookies through loading of the Protekt Worldwide, LLC site in IFrames, hidden links and automatic pop ups that open Protekt Worldwide, LLC's site; (d) targets text on web sites, other than those web sites 100% owned by the application owner, for the purpose of contextual marketing; (e) removes, replaces or blocks the visibility of affiliate banners with any other banners, other than those that are on web sites 100% owned by the affiliate.

9. Grant of Licenses

9.1. We grant to you a non-exclusive, non-transferable, revocable right to (i) access our site through HTML links solely in accordance with the terms of this Agreement and (ii) solely in connection with such links, to use our logos, trade names, trademarks, and similar identifying material (collectively, the "Licensed Materials") that we provide to you or authorize for such purpose. You are only entitled to use the Licensed Materials to the extent that you are a member in good standing of Protekt Worldwide, LLC Affiliate Program. You agree that all uses of the Licensed Materials will be on behalf of Protekt Worldwide, LLC and the good will associated therewith will inure to the sole benefit of Protekt Worldwide, LLC.

9.2. Each party agrees not to use the other's proprietary materials in any manner that is disparaging, misleading, obscene or that otherwise portrays the party in a negative light. Each party reserves all of its respective rights in the proprietary materials covered by this license. Other than the license granted in this Agreement, each party retains all right, title, and interest to its respective rights and no right, title, or interest is transferred to the other.

10. Disclaimer

PROTEKT WORLDWIDE, LLC MAKES NO EXPRESS OR IMPLIED REPRESENTATIONS OR WARRANTIES REGARDING PROTEKT WORLDWIDE, LLC SERVICE AND WEB SITE OR THE PRODUCTS OR SERVICES PROVIDED THEREIN, ANY IMPLIED WARRANTIES OF PROTEKT WORLDWIDE, LLC ABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT ARE EXPRESSLY DISCLAIMED AND EXCLUDED. IN ADDITION, WE MAKE NO REPRESENTATION THAT THE OPERATION OF OUR SITE WILL BE UNINTERRUPTED OR ERROR FREE, AND WE WILL NOT BE LIABLE FOR THE CONSEQUENCES OF ANY INTERRUPTIONS OR ERRORS.

11. Representations and Warranties

You represent and warrant that:

11.1. This Agreement has been duly and validly executed and delivered by you and constitutes your legal, valid, and binding obligation, enforceable against you in accordance with its terms;

11.2. You have the full right, power, and authority to enter into and be bound by the terms and conditions of this Agreement and to perform your obligations under this Agreement, without the approval or consent of any other party;

11.3. You have sufficient right, title, and interest in and to the rights granted to us in this agreement.

12. Limitations of Liability

PROTEKT WORLDWIDE, LLC WILL NOT BE LIABLE TO YOU WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT UNDER ANY CONTRACT, NEGLIGENCE, TORT, STRICT LIABILITY OR OTHER LEGAL OR EQUITABLE THEORY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES (INCLUDING,

WITHOUT LIMITATION, LOSS OF REVENUE OR GOODWILL OR ANTICIPATED PROFITS OR LOST BUSINESS), EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FURTHER, NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT, IN NO EVENT SHALL PROTEKT WORLDWIDE, LLC CUMULATIVE LIABILITY TO YOU ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER BASED IN CONTRACT, NEGLIGENCE, STRICT LIABILITY, TORT OR OTHER LEGAL OR EQUITABLE THEORY, EXCEED THE TOTAL COMMISSION FEES PAID TO YOU UNDER THIS AGREEMENT.

13. Indemnification

You hereby agree to indemnify and hold harmless Protekt Worldwide, LLC, and its subsidiaries and affiliates, and their directors, officers, employees, agents, shareholders, partners, members, and other owners, against any and all claims, actions, demands, liabilities, losses, damages, judgments, settlements, costs, and expenses (including reasonable attorneys' fees) (any or all of the foregoing hereinafter referred to as "Losses") insofar as such Losses (or actions in respect thereof) arise out of or are based on (i) any claim that our use of the affiliate trademarks infringes on any trademark, trade name, service mark, copyright, license, intellectual property, or other proprietary right of any third party, (ii) any misrepresentation of a representation or warranty or breach of a covenant and agreement made by you herein, or (iii) any claim related to your site or business, including, without limitation, content therein not attributable to us.

14. Confidentiality

All confidential information, including, but not limited to, any business, technical, financial, and customer information, disclosed by one party to the other during negotiation or the effective term of this Agreement which is marked "Confidential," will remain the sole property of the disclosing party, and each party will keep in confidence and not use or disclose such proprietary information of the other party without express written permission of the disclosing party.

15. Terminology and Legal Repercussion

15.1 Penalties Under the False Claims Act

Violations under the federal False Claims Act can result in significant fines and penalties. Financial penalties to the person or organization includes recovery of three times the amount of the false claim(s), plus an additional penalty of \$5,500.00 to \$11,000.00 per claim.

Violation of the MMFCA constitutes a felony punishable by imprisonment, or a fine of \$50,000 or less, or both, for each violation. A person who receives a benefit, by reason of fraud; makes a fraudulent statement; or knowingly conceals a material fact is liable to the state for a civil penalty equal to the full amount received plus triple damages.

15.2 Regulations of False Advertising

The federal Lanham Act allows civil lawsuits for false advertising that "misrepresents the nature, characteristics, qualities, or geographic origin" of goods or services. 15 U.S.C. § 1125(a) ^{15.2.1}

15.2.1 <http://law.justia.com/codes/us/2011/title-15/chapter-22/subchapter-iii/section-1125/>

The FTC also enforces false advertising^{15.2.2} laws on behalf of consumers.

15.2.2 <https://www.ftc.gov/news-events/media-resources/truth-advertising>

States have their own laws regulating false advertising and other deceptive trade practices. California, for example, prohibits dissemination of information about products or services that is “untrue or misleading,” with both civil and criminal enforcement. CA Bus. & Prof. Code § 17500^{15.2.3}.

15.2.3 <http://law.justia.com/codes/california/2012/bpc/division-7/part-3/chapter-1/article-1/section-17500/>

15.3 The laws mentioned herein may not be the most recent version. More current or accurate information may be available from their respective legal sources. Protekt Worldwide, LLC makes no warranties or guarantees about the accuracy, completeness, or adequacy of the information contained herein, its website or the information linked to Protekt Worldwide, LLC. It is your responsibility to ensure that you are aware of, and abiding by, all current Federal and State laws regarding false advertising, misleading claims and the like. Please check your official .gov sources.

15.4 The terminology used in all marketing of Protekt Worldwide, LLC, its products or services by an affiliate must adhere to lawful requirements dictated by any and all governing agencies. Information to be used in marketing must be obtained from our website, marketing materials, and creatives made available to you. Creating custom ads, banners, videos and the like and publicly posting of those unauthorized content without prior approval from the Protekt Worldwide, LLC Affiliate Manager is strictly prohibited and may result in immediate termination of this agreement. All requests for approval can be sent by email for pre-approval by the Affiliate Manager at affiliate.manager@protektonline.com.

15.5 At no time will any individual associated in any capacity with or from within Protekt Worldwide, LLC make unsubstantiated claims. Claims regarding but not limited to cures, diagnosis or preventions are unsubstantiated, unlawful and strictly prohibited.

15.6 At no time will Protekt Worldwide, LLC condone or accept responsibility for any individual who makes claims of Protekt Worldwide, LLC, its products or its services in any form which are unapproved or illegal. Any and all legal ramifications from such an event will lie with, and be the responsibility of, the Affiliate and not Protekt Worldwide, LLC.

15.7 It is the affiliate’s responsibility to fully know and understand the legal scope of their claims in any format and to fully understand the legal repercussions that may be suffered if they violate the law

16. Miscellaneous

16.1. You agree that you are an independent contractor, and that nothing in this Agreement does or will create any partnership, joint venture, agency, franchise, sales representative, or employment relationship between you and Protekt Worldwide, LLC. You further understand that you hold no authority to make or accept any offers or representations on our behalf. You will not make any

statement, whether on your website or any publicly viewed area that reasonably would contradict anything in this Agreement.

16.2. Neither party may assign its rights or obligations under this Agreement to any party, except to a party who obtains all or substantially all of the business or assets.

16.3. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Nevada without regard to the conflicts of laws and principles thereof.

16.4. You may not amend or waive any provision of this Agreement unless in writing and signed by both parties.

16.5. This Agreement represents the entire agreement between us and you, and shall supersede all prior agreements and communications of the parties, oral or written.

16.6. The headings and titles contained in this Agreement are included for convenience only, and shall not limit or otherwise affect the terms of this Agreement.

16.7. If any provision of this Agreement is held to be invalid or unenforceable, that provision shall be eliminated or limited to the minimum extent necessary such that the intent of the parties is effectuated, and the remainder of this agreement shall have full force and effect.

16.8 The affiliate will adhere to the Protekt Worldwide, LLC, U.S. Minimum Advertised Price Policy (MAPP). This policy outlines the Minimum Advertised Prices you are required to adhere to when publicly advertising products. Any Affiliate found to be advertising below the MAPP, will face immediate suspension or termination of this Agreement and its rights therein. The policy is available for viewing online at <https://protektonline.com/affiliate-terms-of-use> or through the affiliate dashboard or you can ask for a digital copy from the Affiliate Manager via email at affiliate.manager@protektonline.com