



REFERRAL AFFILIATE AGREEMENT

This Referral Affiliate Agreement ("Agreement") is made in San Jose, California, between PhysioEmoDynamics Institute ("PhysioEmoDynamics") and the entity consenting to this Agreement by applying to any PhysioEmoDynamics Affiliate Programs and filling in [Affiliate Application form](#) to indicate agreement ("Affiliate") is dated as of the date Affiliate consented to this Agreement.

RECITALS

A. PhysioEmoDynamics has created a Performance Marketing Program (the "PhysioEmoDynamics Program") under which it appoints firms to assist PhysioEmoDynamics in marketing its website, services, and events.

B. Affiliate desires to assist PhysioEmoDynamics in marketing its website, services and events, and PhysioEmoDynamics desires to enable Affiliate to provide such promotion under the terms and conditions of this Agreement and the PhysioEmoDynamics Program.

1. APPOINTMENT OF AFFILIATE.

PhysioEmoDynamics hereby grants to Affiliate the right to promote PhysioEmoDynamics, its website www.PhysioEmoDynamics.com and other microsites, and such other services and events as PhysioEmoDynamics shall make generally available, under the terms and conditions of this Agreement.

(a) Accurate, Up-to-Date Information. Affiliate agrees to provide PhysioEmoDynamics with accurate information about Affiliate in connection with implementing and maintaining its account with PhysioEmoDynamics, and to maintain with PhysioEmoDynamics up-to-date account information (such as contact information, and Affiliate website pages used in connection with this Agreement). Affiliate must accurately, clearly and completely describe all promotional activities pertaining to PhysioEmoDynamics by selecting the appropriate descriptions and providing additional information when necessary or at PhysioEmoDynamics's request.

(b) Promotional and Other Activities. Affiliate shall: (i) use ethical and legal business practices, (ii) comply with the PhysioEmoDynamics Program terms and this Agreement, and (iii) comply with applicable law concerning any of its activities under this Agreement including, without limitation, the CAN SPAM Act of 2003 or any other laws and/ or regulations that govern email marketing and/or communications, advertising, and all laws pertaining to disclosure of personally identifiable information use or user behavioral tracking practices. All of Affiliate's promotional activities concerning PhysioEmoDynamics are subject to PhysioEmoDynamics's prior consent, which may be withheld in the exercise of PhysioEmoDynamics's sole discretion. Without limiting the generality of the foregoing, Affiliate will not include in any promotion objectionable content (including, without limitation, content that is misleading, libelous, defamatory, obscene, violent,

bigoted, hate-oriented, illegal, and/or promoting illegal goods, services or activities), and will not mislead others. Affiliate represents and warrants that Affiliate will not engage in pop-up or pop-under advertising without PhysioEmoDynamics's prior consent, which may be withheld in the exercise of its sole discretion.

(c) Restrictions on Promotional Activities.

Affiliates who breach these restrictions will be **BANNED without payment**.

1. Affiliates cannot use the word "PhysioEmoDynamics" or "Olga Kostrova" or "Kostrova" in domain names you register
2. Affiliates cannot use PhysioEmoDynamics' logo in your landing pages, microsites and other collateral
3. Affiliates cannot use word "scam" in your ads (examples: "it's not a scam", "see if it's a scam", etc.).
4. Affiliates cannot present himself as a manufacturer or owner of the PhysioEmoDynamics programs you market, all collateral have to be presented as collateral produced by an Independent Affiliate.
5. Affiliates cannot cold call referring to our partnership. Note: **You can get this restriction removed** if you have a professional call center, and you collaborate with us on designing a strategy and scripts and we approve each step before rolling the program out)
6. Affiliates cannot use last names of PhysioEmoDynamics Institute founders AT ALL in your collateral just yet. You can refer to our Master Coach as "Olga", but last name "Kostrova" for now must be omitted, till we verify the quality of your writing and neighborhoods in which you place your affiliate links. Note: **You can get this restriction removed** by sending us your materials for approval and specifying how the traffic will be driven. Meanwhile you can still optimize your SEO and PPC efforts for phrases that contain titles of our webinar and training program (program reviews etc.).
7. Affiliates cannot drive incentivized traffic or pop-up traffic
8. Affiliates cannot spam in social media, you cannot spam via email, you cannot spam..

(d) Use and Security of Account. Affiliate shall be responsible for any use and activity on Affiliate's account and for any loss, theft or unauthorized disclosure of Affiliate's password (other than through PhysioEmoDynamics's grossly negligent or willful conduct or omission). Affiliate shall provide PhysioEmoDynamics with prompt written notification of any known or suspected unauthorized use of Affiliate's account or breach of the security of Affiliate's account.

(e) Prohibited Website Content. PhysioEmoDynamics may terminate Affiliate's rights under this Agreement at any time, without notice, as a result of any content appearing on Affiliate's website which PhysioEmoDynamics deems, in the exercise of its sole discretion, to be inconsistent with PhysioEmoDynamics's brand. Such content includes, without limitation, sexually explicit or violent content, content that promotes illegal activities, or discrimination based on race, sex, religion, national origin, or physical disability. Affiliate represents and warrants that it maintains no content on its website described in this subsection 1(d).

2. MATERIALS PROVIDED BY PHYSIOEMODYNAMICS

(a) Banners and Links. PhysioEmoDynamics shall make available to Affiliate banner advertisements, buttons, or text links to the PhysioEmoDynamics website, containing the PhysioEmoDynamics (or related) logo and words identifying the products or promotions on PhysioEmoDynamics's website which, when executed by the user by clicking on the banner advertisements, button, or text links, will transfer the user to PhysioEmoDynamics's website (each of these links sometimes being referred to herein as "Links" or, individually, as a "Link"), which,

subject to the terms and conditions hereof, Affiliate may display as often and on as many pages on Affiliate's website as Affiliate desires.

(b) Display of PhysioEmoDynamics Items. All Affiliate websites shall display PhysioEmoDynamics graphic images prominently throughout the website. Affiliate shall not alter, modify or expand any Links in any way without PhysioEmoDynamics's prior written consent. PhysioEmoDynamics has the right in its sole discretion to monitor Affiliate's website at any time and from time to time to determine if Affiliate is in compliance with the terms of this Agreement.

(c) Tracking Code. To permit accurate tracking, reporting, and referral fee accrual, PhysioEmoDynamics will provide Affiliate with special "tagged" URL link formats to be used in all Links between Affiliate's website and PhysioEmoDynamics's website (the "Tracking Code"). Affiliate shall ensure that each of the Links between Affiliate's website and PhysioEmoDynamics's website properly utilizes Tracking Code. Affiliate will only earn referral fees with respect to activity on PhysioEmoDynamics's website occurring directly through Links. PhysioEmoDynamics will not be liable to Affiliate with respect to any failure by Affiliate to use Links or Tracking Code, including to the extent that such failure may result in any reduction of amounts which would otherwise be paid to Affiliate pursuant to this Agreement.

3. ACCOUNTS AND PROGRAMS.

(a) No Disparaging or Negative Use. Orders placed by customers who follow the Links from Affiliate's website to the PhysioEmoDynamics website shall be processed by PhysioEmoDynamics as PhysioEmoDynamics may determine appropriate in the exercise of its sole discretion. PhysioEmoDynamics shall be solely responsible for all aspects of order processing and fulfillment, including order entry, payment processing, service delivery, cancellations, refunds and related customer service. PhysioEmoDynamics shall track the volume and amount of sales generated by Affiliate's website and automated reports will be created and available in Affiliate panel, summarizing this sales activity.

(b) PhysioEmoDynamics Customers. Customers who buy services through the Affiliate Program are customers of PhysioEmoDynamics. Accordingly, all PhysioEmoDynamics rules, policies, and operating procedures concerning customer orders, customer service, and sales will apply to those customers. PhysioEmoDynamics may change its prices, policies and operating procedures at any time. PhysioEmoDynamics does not guarantee the availability or price of any particular service. Sales that are made using PhysioEmoDynamics promotions or special discounts are exempt from determining the commission payable to Affiliate.

(c) Termination of Programs and Offers. Affiliate is responsible for reviewing the terms of the PhysioEmoDynamics Program from time to time. PhysioEmoDynamics may change the terms of the PhysioEmoDynamics Program at any time by posting a revised version of the PhysioEmoDynamics Program on www.PhysioEmoDynamicsinsights.com at least fourteen (14) days prior to the effective date of such change. Affiliate's continued participation in the PhysioEmoDynamics Program after the effective date of such change shall be deemed Affiliate's acceptance of the revised Agreement. Any rights or obligations of the parties prior to the effective date of the change will be determine in accordance with the terms existing prior to the change.

4. COMMISSIONS.

(a) Commissions. PhysioEmoDynamics will pay the Affiliate a commission equal to amount specified in a specific program to which Affiliate signs up, identified as a percentage of the amount paid by a third party to PhysioEmoDynamics for services provided by PhysioEmoDynamics, capped at up to \$10,000 per sale. Commissions will be paid only (i) for the initial order made by a third party not then a customer of PhysioEmoDynamics, (ii) for an order made following access by such third party to PhysioEmoDynamics's website using a Link from Affiliate's website, (iii) for such third party's initial order, and (iv) upon receipt by PhysioEmoDynamics of payment from the third party.

(b) Payments. Affiliate's commission shall be paid by company check, PayPal or wire transfer no later than forty-five (45) days after the Affiliate's right to a commission accrues under Section 4(a). Affiliate is responsible for covering all banking fees associated with the transfers. All payments will be made in U.S. dollars. If a qualifying sale is canceled or refunded, the related commission will be deducted from the next monthly payment. Excessive chargebacks from referred by an Affiliate customers will result in termination of this Agreement.

(c) Taxes. Except for taxes based upon PhysioEmoDynamics's income, Affiliate shall be responsible for all federal, state, local and other taxes and assessments made by any jurisdiction relating to the transactions under this Agreement.

5. ADDITIONAL PROMOTIONAL ACTIVITIES.

Affiliate may not engage in any campaigns or other promotional activities pertaining to PhysioEmoDynamics not expressly described in this Agreement or the PhysioEmoDynamics Program without PhysioEmoDynamics's prior consent, which may be withheld in the exercise of its sole discretion.

6. PROPRIETARY RIGHTS.

(a) Linking to PhysioEmoDynamics. PhysioEmoDynamics grants Affiliate a non-exclusive, nontransferable, revocable right to use PhysioEmoDynamics's trade names, trademarks and similar identifying material (collectively "Licensed Material") in Market Affiliate's website solely for the purpose of promoting the PhysioEmoDynamics website as contemplated by the PhysioEmoDynamics Program and this Agreement. Affiliate may not alter, modify or change the Licensed Material in any way. Affiliate may not copy or modify any Links or any PhysioEmoDynamics proprietary notices.

(b) No Disparaging or Negative Use. Affiliates shall not use the Licensed Material in any manner that is disparaging or that otherwise portrays PhysioEmoDynamics negatively. Except for any rights expressly granted under this Agreement, PhysioEmoDynamics reserves all of its rights in the Licensed Material, and no rights shall arise by estoppel, implication, or otherwise. The rights granted to Affiliate under this Agreement shall terminate upon the effective date of the expiration or termination of this Agreement.

(c) Affiliate's Use of PhysioEmoDynamics's Proprietary Rights. Affiliate explicitly agrees not to adopt or use in any manner any trademarks, service marks, tradenames, and/or URLs that are the same or confusingly similar to, or are combined with, those of PhysioEmoDynamics. Affiliate agrees not to challenge any of PhysioEmoDynamics's proprietary rights. All goodwill associated with the use of any PhysioEmoDynamics trademarks or service marks shall inure solely to PhysioEmoDynamics.

(d) Data Ownership. Affiliate understands that all personally identifiable information, if any, provided by users accessing the PhysioEmoDynamics website using the Link or otherwise, and any reports, results, and/or information created, compiled, analyzed and/or derived by PhysioEmoDynamics from such data is the sole and exclusive property of PhysioEmoDynamics and constitutes PhysioEmoDynamics's Confidential Information pursuant to this Agreement. PhysioEmoDynamics, in its sole discretion, shall have the right to market and re-market such users and/or data without further obligation to Affiliate. Affiliate shall not make any use of, copy, make derivative works of, sell, transfer, lease, assign, redistribute, disclose, disseminate, or otherwise make available or dispose of in any manner, such data, or any portion thereof.

7. CONFIDENTIALITY.

(a) Confidential Information. During the term of this Agreement, a party (the "Recipient") may come into possession of the Confidential Information of the other party (the "Discloser"). For the purposes of this Agreement, "Confidential Information" means any information that the Discloser designates as confidential or which the Recipient knows or has reason to know is confidential. Without limiting the foregoing, Confidential Information includes, without limitation, the Tracking Code, the PhysioEmoDynamics Program, and the data described in Section 6(d), and any financial, business and technical plans and strategies, inventions, diagrams, schematics, new products, code, pricing information, services, or technology. Confidential Information does not include information which, as evidenced by the Recipient's written records: (i) is already known by the Recipient, without any obligation of confidentiality, prior to the time such information is disclosed to the Recipient; (ii) becomes, through no act or fault of the Recipient, publicly known; or (iii) is independently developed by the Recipient without reference to the Discloser's Confidential Information. The Recipient may disclose Confidential Information to the extent required to be disclosed by a court or governmental agency pursuant to a statute, regulation or valid order; provided that the Recipient first notifies the Discloser and gives it the opportunity to seek a protective order or similar administrative remedy, or to contest such required disclosure. Either party may disclose the terms of this Agreement to any of its advisors, potential successors, or potential purchasers of its business or of its stock not intended for issuance to the public, if the Recipient is under an obligation of confidentiality.

(b) Restrictions. The Recipient will not disclose the Discloser's Confidential Information and will not use such information except as permitted under this Agreement. The Recipient will use the same precautions to prevent disclosure to third parties of such information as it uses with its own confidential information, but in no case less than commercially reasonable efforts. Any Confidential Information supplied by the Discloser or obtained by the Recipient, as permitted hereunder, may only be used by the Recipient to exercise the rights expressly granted to the Recipient under this Agreement. The Recipient may disclose the Discloser's Confidential Information only to its employees and independent contractors who have a need to know such information and who are under confidentiality obligations at least as protective of the Recipient's Confidential Information as the provisions contained in this Article 7.

(c) Return of Information. Upon the earlier of the Discloser's request or the termination of this Agreement, the Recipient will promptly return or destroy all the Discloser's Confidential Information and related materials in its possession and discontinue all further use of the Discloser's Confidential Information. Upon the Discloser's request, the Recipient will promptly certify that such action has been taken.

8. TERM, TERMINATION, DEACTIVATION, AND NOTICES.

(a) Term. This Agreement shall commence upon Affiliate's acceptance of this Agreement by providing the required information and 'clicking through' the acceptance button on the www.PhysioEmoDynamicsInsights.com website and shall continue until terminated in accordance with the terms of this Agreement.

(b) Termination for Convenience. This Agreement may be terminated by either party upon fifteen (15) days' notice.

(c) Termination for Breach. PhysioEmoDynamics may terminate this Agreement immediately if: (a) Affiliate is in breach of any term of this Agreement; or (b) to the extent allowed by law, if Affiliate (i) files a voluntary petition in bankruptcy or otherwise seeks protection under any law for the protection of debtors; (ii) has a proceeding instituted against it under any bankruptcy law which is not dismissed within sixty (60) days; (iii) is adjudged as bankrupt; (iv) has a court assume jurisdiction of its assets under a reorganization act; (v) has a trustee or receiver appointed by a court for all or a substantial portion of its assets; (vi) suspends or ceases to do business and any successor to such business is not legally bound to this Agreement; or (vii) makes an assignment of its assets for the benefit of its creditors.

(d) Right to Deactivate. Affiliate's Account may be deactivated during investigation of Market Affiliate's breach of this Agreement. If this Agreement is terminated based upon Affiliate's breach, Affiliate shall not be eligible to enter into a new click-through Affiliate Service Agreement with PhysioEmoDynamics, and any attempt to do so shall be null and void.

(e) Actions on Termination. Upon termination of this Agreement, any outstanding payments shall be paid by PhysioEmoDynamics to Affiliate within 90 days of the termination date. Upon termination of this Agreement, any licenses granted under this Agreement will terminate, and Affiliate must immediately remove all Links to PhysioEmoDynamics(s). The provisions of Section 6, 7, 8, 9, 10, and 11 will survive termination of this Agreement.

9. REPRESENTATIONS, WARRANTIES, DISCLAIMERS, AND LIMITATIONS.

(a) Business Operations. Each party will make reasonable commercial efforts to keep its website operational during normal business hours.

(b) Authority. Each party represents and warrants to the other party that the person executing this Agreement on its behalf is authorized to do so.

(c) Warranties. Affiliate represents and warrants that: (i) Affiliate has all appropriate authority to operate, and has all authority to present any and all content on, Affiliate's website(s); (ii) Affiliate has all appropriate authority to engage in the promotional activities contemplated by this Agreement; (iii) Affiliate's website and Affiliate's promotional methods do not and will not infringe PhysioEmoDynamics's proprietary rights; and (iv) Affiliate shall remain solely responsible for any and all websites owned and/or operated by Affiliate which promote PhysioEmoDynamics.

(d) Compliance with Laws. Affiliate shall comply with applicable law in connection with this Agreement.

(e) Limitation of Liabilities. EXCEPT FOR AFFILIATE'S INDEMNIFICATION OBLIGATIONS UNDER THIS AGREEMENT, ANY OBLIGATION OR LIABILITY OF PHYSIOEMODYNAMICS UNDER THIS AGREEMENT SHALL BE LIMITED TO THE TOTAL OF

AFFILIATE'S COMPENSATION PAID TO AFFILIATE BY PHYSIOEMODYNAMICS UNDER THIS AGREEMENT DURING THE YEAR PRECEDING THE CLAIM. AFFILIATE AGREES THAT PHYSIOEMODYNAMICS SHALL NOT BE LIABLE TO AFFILIATE, OR ANY THIRD PARTY, FOR ANY CONSEQUENTIAL, EXEMPLARY, SPECIAL, INCIDENTAL, OR PUNITIVE DAMAGES INCLUDING, WITHOUT LIMITATION, LOSS OF GOODWILL, LOST PROFITS, BUSINESS INTERRUPTION, LOSS OF PROGRAMS OR OTHER DATA, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR CLAIM.

(f) Disclaimer of Warranties. ALL ITEMS PROVIDED TO MARKET AFFILIATE UNDER THIS AGREEMENT ARE PROVIDED AS IS. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, PHYSIOEMODYNAMICS DISCLAIMS ALL WARRANTIES INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF FITNESS, MERCHANTABILITY, OR NONINFRINGEMENT, OR ANY WARRANTIES ARISING OUT OF CONDUCT.

(g) Remedies. No remedy or election shall be deemed exclusive but shall, wherever possible, be cumulative with all other remedies at law or in equity.

10. AFFILIATE'S INDEMNIFICATION OBLIGATIONS.

Affiliate shall defend, indemnify and hold PhysioEmoDynamics harmless against all claims, suits, demands, damages, liabilities, losses, penalties, interest, settlements and judgments, costs and expenses (including, without limitation, attorneys' fees) incurred, claimed or sustained by third parties, including but not limited to PhysioEmoDynamics, relating to or arising out of (a) Affiliate's breach of or non-compliance with this Agreement including, without limitation, subsections 9(c) and 9(d), (b) any content, goods or services offered, sold or otherwise made available by Affiliate to any person, (c) Affiliate's acts or omissions in using, displaying or distributing any Links including, without limitation, Affiliate's use of internet links via email distribution, (d) any claim that PhysioEmoDynamics is obligated to pay tax obligations in connection with payment made to Affiliate pursuant to this Agreement and/or any PhysioEmoDynamics's Program, or (e) any violation or alleged violation by Affiliate of any rights of another, including breach of a person's or entity's intellectual property rights (each (a)-(e) individually is referred to hereinafter as a "Claim"). Should any Claim give rise to a duty of indemnification under this Section 10, PhysioEmoDynamics shall promptly notify Affiliate, and PhysioEmoDynamics shall be entitled, at its own expense, and upon reasonable notice to Affiliate, to participate in the defense of such Claim. PhysioEmoDynamics's participation in the defense of any claim shall not waive or reduce any of Affiliate's obligations to defend, indemnify or hold PhysioEmoDynamics harmless. Affiliate shall not settle any Claim without PhysioEmoDynamics's prior written consent. Affiliate also shall indemnify for any reasonable attorneys' fees or other costs incurred by an indemnified party in investigating or enforcing this Section 10. In the context of this Section only, the term "PhysioEmoDynamics" shall include officers, directors, employees, corporate Affiliates, subsidiaries, agents, and subcontractors.

11. MISCELLANEOUS.

(a) Relationships of Parties. Nothing in this Agreement or in the business or dealings between the parties shall be construed to make them joint ventures or partners with each other. Neither party shall do anything to suggest to third parties that the relationship between the parties is anything other than that of independent contractor.

(b) Notices. All notices or other communications required or permitted hereunder shall be in writing and shall be deemed to have been duly given and received on the earlier of when actually

received, when personally delivered, one (1) business day following deposit with a recognized overnight courier, or three (3) business days following deposit in the U.S. mail, registered or certified, postage prepaid, return receipt requested, to the addresses first set forth on the first page of this Agreement. Notice of change of address shall be given by written notice in the manner detailed in this Section, to the address of the party set forth on the first page of this Agreement. All notices to PhysioEmoDynamics shall also be delivered by electronic mail to legalnotices@PhysioEmoDynamics.com

(c) Choice of Law; Attorneys' Fees. This Agreement, and any disputes arising out of or relating to its terms, will be governed by the laws of the State of California, without reference to its choice of law rules. The federal and state courts seated in Santa Clara County, California, will have sole and exclusive jurisdiction for all matters arising from this Agreement.

(d) Force Majeure. Neither party shall be liable by reason of any failure or delay in the performance of its obligations hereunder for any cause beyond the reasonable control of such party, including but not limited to electrical outages, failure of Internet service providers, default due to Internet disruption (including, without limitation, electrical failure, denial of service attacks), riots, insurrection, acts of terrorism, war (or similar), fires, flood, earthquakes, explosions, and other acts of God.

(e) Severability/Waiver. If any provision of this Agreement is held by any court of competent jurisdiction to be illegal, null or void or against public policy, the remaining provisions of this Agreement shall remain in full force and effect. The parties shall in good faith attempt to modify any invalidated provision to carry out the stated intentions in this Agreement. The waiver of any breach of any provision under this Agreement by any party shall not be deemed to be a waiver of any preceding or subsequent breach, nor shall any waiver constitute a continuing waiver.

(f) Assignment and Acknowledgement. Neither party may assign this Agreement without the prior express written consent of the other party. Notwithstanding the foregoing, Affiliate's consent shall not be required for PhysioEmoDynamics's assignment or transfer (1) due to operation of law, or (2) in connection with an acquisition of substantially all of PhysioEmoDynamics's stock, assets or business, or (3) to a related entity (e.g. parent or subsidiary of parent).

(g) Marketing. Affiliate agrees that PhysioEmoDynamics may identify Affiliate in any list and may use Affiliate's name and/or logo solely for such purpose in its marketing materials.

(h) Entire Agreement, Assignment and Amendment. This Agreement contains the entire understanding and agreement of the parties with respect to the subject matter of this Agreement, and there have been no promises, representations, agreements, warranties or undertakings by either of the parties, either oral or written, except as stated in this Agreement. This Agreement may only be altered, amended or modified by an instrument that is agreed to by each party to this Agreement by verifiable means, including without limitation by written instrument signed by the parties or through a "click through" acknowledgement of assent. No interlineations to this Agreement shall be binding unless initialed by both parties. Notwithstanding the foregoing, PhysioEmoDynamics shall have the right to change, modify or amend ("Change") this Agreement, in whole or in part, by posting a revised Agreement at least fourteen (14) days prior to the effective date of such Change. Affiliate's continued participation in the Program, after the effective date of such Change shall be deemed Affiliate's acceptance of the revised Agreement. Any rights or obligations of the parties prior to the effective date of the change will be determine in accordance with the terms existing prior to the change.

