



Healing Touch for Animals® Affiliate Agreement

This agreement (the “Agreement”) is made between Healing Touch for Animals®, PO Box 632171, Highlands Ranch, CO 80163 (“HTA”), and the Affiliate) and collectively, the (“Parties”) for participation in HTA’s affiliate program. If the Affiliate does not want to participate in the affiliate program, please disregard the following agreement.

The Affiliate wishes to include certain materials promoting HTA, and to include a link to HTA’s website within those materials on the Affiliate’s website, social media and or blog and in the Affiliate’s electronic marketing;

NOW THEREFORE, in consideration of the mutual promises, covenants, warranties, and other good and valuable consideration set forth herein, the Parties agree as follows:

1. Promotional Materials.

HTA shall make available to the Affiliate banner advertisements, button links, text links, and/or other graphic or textual material for display and use on the Affiliate website, social media and/or blog (the “Promotional Materials”). The Affiliate shall display the Promotional Materials as the Affiliate sees fit, provided that the manner of display shall be subject to the terms and conditions of this Agreement.

2. Use of Promotional Materials.

The Affiliate’s use and display of the Promotional Materials on the Affiliate’s site shall conform to the following terms, conditions and specifications:

- a. The Affiliate may not use any graphic, textual or other materials to promote HTA’s website, products or services other than the provided Promotional Materials, unless HTA agrees to such other materials in writing prior to their display.
- b. The Affiliate may only use the provided Promotional Materials for the purpose of promoting HTA’s Courses (and the products and services available thereon), and for linking to HTA’s website.
- c. The Affiliate will not alter, add to, subtract from, or otherwise modify the Promotional Materials as they are prepared by HTA. If the Affiliate wishes to alter or otherwise modify the Promotional Materials, the Affiliate must obtain prior written consent from HTA for such alteration or modification.

3. License.

HTA hereby grants to the Affiliate a nonexclusive, nontransferable license (the “License”) to use the Promotional Materials as specified under the terms and conditions of this Agreement. The term of the License shall expire upon the expiration or termination of this Agreement.

4. Intellectual Property.

HTA retains all right, ownership, and interest in the Promotional Materials, and in any copyright, trademark, or other intellectual property in the Promotional Materials. Nothing in this Agreement shall be construed to grant the Affiliate any rights, ownership or interest in the Promotional Materials, or in the underlying intellectual property, other than the rights to use the Promotional Materials granted under the License, as set forth in Section 3.

5. Relationship of Parties.

This Agreement shall not be construed to create any employment relationship, agency relationship, or partnership between HTA and the Affiliate. The Affiliate shall provide services for HTA as an independent contractor. The Affiliate shall have no authority to bind HTA into any agreement, nor shall the Affiliate be considered to be an agent of HTA in any respect.

6. Compensations.

a. In exchange for Affiliate's display of the Promotional Materials, and for the Affiliate's compliance with and performance of the terms and conditions of this Agreement, HTA shall pay to the Affiliate a Compensation in the amount of a \$20.00 for each new Level 1 student who registers through the affiliate link for an entire (2 ½ day) Level 1 HTA In-Person Course or HTA Online Level 1 Course.

The current compensation posted is \$20.00 per new registration. This compensation is subject to change by the HTA at any time. Notification to the Affiliate of any change in compensation will be given by HTA at the email address on hand for the Affiliate.

b. HTA shall keep accurate and up-to-date records of the data used to determine the total amount of Compensations owed to the Affiliate. Any discrepancy between the amount of Compensations owed according to these records, and the actual amount of Compensations paid to the Affiliate in any period or periods shall be rectified by HTA within 21 days of discovering such discrepancy.

c. HTA considers each compensation period to run from 12 midnight, MT, the first day of a calendar month to 11:59 p.m., MT, the last day of a calendar month. The beginning of each month marks a new compensation period. Only registrations that are received within the compensation period (or calendar month) will be considered for payment for that period's compensation check.

d. Compensations are held for a period of 1 month from any registration to protect HTA in the event of a cancellation that may occur.

e. In the event of a student cancellation, any paid compensation will result in a debit on the Affiliate account and will be deducted from the next payable compensation check.

f. HTA shall pay all Compensations accrued and payable to the Affiliate monthly, (the "Compensation Payment Date").

g. Compensation Payment Date is on or before the 20th day of each month.

h. In the event that the Affiliate materially breaches this Agreement and HTA terminates this Agreement within 30 days of such breach, then any accrued and payable Compensations

owing to the Affiliate shall be forfeited, and HTA shall not be obligated to pay such Compensations to the Affiliate.

Affiliate's Representations and Warranties.

Affiliate represents and warrants the following:

- a. The Affiliate has the legal authority to enter into this Agreement and to be bound to the promises, covenants, and other duties set forth in this Agreement.
- b. The Affiliate's website does not contain any materials that are:
 - i. Sexually explicit, obscene, or pornographic;
 - ii. Offensive, profane, hateful, threatening, harmful, defamatory, libelous, harassing, or discriminatory (whether based on race, ethnicity, creed, religion, gender, sexual orientation, physical disability, or otherwise);
 - iii. Graphically violent, including any violent video game images; or
 - iv. Solicitous of any unlawful behavior.
- c. The Affiliate has obtained any necessary clearances, licenses, or other permission for any intellectual property used on the Affiliate's website. Nothing on the Affiliate's website infringes upon the intellectual property rights of any person or entity. No person or entity has brought or threatened an action claiming such infringement, nor does the Affiliate have any reason to believe that any person or entity will bring or threaten such a claim in the future.
- d. The Affiliate will not use the Promotional Materials in any manner other than those set forth in Section 2 above.
- e. The Affiliate will not make any claim to ownership of the Promotional Materials, or of the copyright, trademark, or other intellectual property therein.
- f. The Affiliate will not publish or otherwise distribute any advertising materials for the Affiliate's website that reference HTA or HTA's website unless HTA gives prior written consent to the distribution of such materials. The Affiliate will not use HTA's name (or any name that is confusingly similar to HTA's name) for any purpose on its website, in its promotional materials, or in any other context except to promote HTA's website and classes as specified in this Agreement. The Affiliate will not register any domain name that incorporates HTA's name, or that is confusingly similar to HTA's name.
- g. The Affiliate will not engage in the distribution of any unsolicited bulk emails (spam) in any way mentioning or referencing HTA or HTA's website.

8. Indemnification.

Affiliate shall indemnify HTA and hold harmless HTA from any claim, damage, lawsuit, action, complaint, or other costs arising out of any breach of the Affiliate's warranties set forth in Section 7 above. The Affiliate shall also indemnify and hold harmless HTA for any damage, loss or other cost arising out of the use or misuse by the Affiliate of the Promotional Materials.

9. Confidentiality.

Any information that the Affiliate is exposed to by virtue of its relationship with HTA under this Agreement, which information is not available to the general public, shall be considered to be "Confidential Company Information." The Affiliate may not disclose any Confidential Company

Information to any person or entity, except where compelled by law, unless the Affiliate obtains prior written consent for such disclosure from HTA.

10. Term.

- a. This Agreement shall take effect immediately, and shall remain in full force and effect indefinitely.

- b. Either Party shall have the right to terminate this Agreement at any time and for any cause. The terminating Party must give written notice to the other Party at least 30 days prior to the intended date of termination.

11. Taxes.

HTA shall not be responsible for any taxes owed by the Affiliate arising out of the Affiliate's relationship with HTA as set forth in this Agreement. HTA shall not withhold any taxes from the Compensations paid to the Affiliate.

12. Limitation of Liability.

HTA shall not be liable for any loss of profits or costs, or for any direct, indirect, special, incidental or consequential damages, including costs associated with the procurement of substitute goods or services (whether HTA was or should have been aware or advised of the possibility of such damage), arising out of or associated with any loss, suspension or interruption of service, termination of this Agreement, use or misuse of the Promotional Materials, or other performance of services under this Agreement.

13. Severability.

If any part or parts of this Agreement shall be held unenforceable for any reason, the remainder of this Agreement shall continue in full force and effect. If any provision of this Agreement is deemed invalid or unenforceable by any court of competent jurisdiction, and if limiting such provision would make the provision valid, then such provision shall be deemed to be construed as so limited.

14. Entire Agreement.

This Agreement constitutes the entire agreement between HTA and the Affiliate, and supersedes any prior understanding or representation of any kind preceding the date of this Agreement. There are no other promises, conditions, understandings or other agreements, whether oral or written, relating to the subject matter of this Agreement.

By signing up to become a Healing Touch for Animals® Affiliate, you acknowledge and agree you have carefully read and agree to comply with the Affiliate Agreement.