



Affiliate Agreement

This Agreement contains the complete terms and conditions that apply to your participation as an affiliate With the Wisdom of the World, Inc. Affiliate Marketing Program, and the establishment of links from your Website to www.wisdomoftheworld.com, www.WisdomFilms.com, or others we may have. As used in this Agreement, "we," "us", "WOW", or "Wisdom of the World" means Wisdom of the World, Inc., and "you," "your" or "Affiliate," means the affiliate, Citizens for Health, Voice for HOPE. "Website" individually and collectively means your website and/or e-mail communications and/or software applications. "Affiliate Marketing Program" means the program managed by or on behalf of Wisdom of the World by which participating entities place link on their Website or through emails or other correspondence that connect to the Wisdom of the World website and for which a referral fee is earned.

Term and Termination

The term of this Agreement (the "Term") will begin upon our acceptance of your site in the Wisdom of the World Affiliate Marketing Program and your acceptance of this Agreement and will end when terminated as described herein. Either you or we may terminate this Agreement at any time, with or without cause, by giving the other at least five (5) days written notice of termination. You are only eligible to earn commissions on sales occurring during the Term, and commissions earned through the date of termination will remain payable only if the product orders are not canceled. Wisdom of the World may withhold final payment for a reasonable time to ensure against cancellations. This agreement may be changed at any time by Wisdom of the World, with or without cause or notice. A copy of the revised agreement may be found on our website or you can request one by emailing affiliateprogram@wisdomoftheworld.com.

Promotion

Wisdom of the World will make available to you, or you will create, subject to our approval, a variety of graphic and textual links (the "Links" collectively, or "Link" individually) in order to link to Wisdom of the World or WisdomFilms. You and we will cooperate in good faith to develop and implement such Links. Each Link will permit recipients to navigate directly to a page on the Wisdom of the World website designated by us via a special tagged link format. **It is critical to us that any reference to Wisdom of the World is in a manner that is consistent with our brand and our core values.** No Link will be placed on any page or screen that contains content that: advocates discrimination based on race, sex, religion, belief, nationality, disability, sexual orientation, or age; is sexually oriented; promotes or engages in illegal activities, violates intellectual property rights of third parties; or contains or promotes deceptive information.

You will be responsible for integrating the Links into your site to properly enable sales tracking, and we will not be responsible for your failure to do so, including to the extent such failure may result in any reductions of amounts that would otherwise be paid to you under this Agreement.

Advance Notice

You may receive advance notice of product offerings so that you can plan how you want to promote them. We try to provide notice weeks in advance, but it may only be a few days. **It is critical that you keep this information confidential. We want all of our affiliates to be able to participate in our product launches at the same time.** If we find that you announced one of our offerings ahead of schedule, you will no longer receive advance notice.



Referral Fees

You will earn Referral Fees based on the Net Product Proceeds received by Wisdom of the World during the Term. If coupons or discounts are used in association with an order, your Referral Fees are calculated on the net price received by Wisdom of the World. Shipping and handling fees, rush order fees, manual processing fees, taxes, credit card fees, fraud and bad debt fees, gift-wrapping, duties, and other nonproduct fees are not included in the Referral Fee calculations. Any refunds will also be deducted from your aggregate Referral Fees. Products sold at wholesale are not eligible for Referral Fees. You do not receive a Referral Fee for products that you purchase with your own customer account, but from time to time, you may be offered coupons that allow you to purchase products at a discount.

Your Referral Fee will be calculated for each line item. The percentage referral is generally 18%, but may vary by product or product category, and from time-to-time. We may, from time to time and at our sole discretion, make special offers such that the products are not eligible for Referral Fees. We may also offer a temporarily increased percentage. We will make a reasonable effort to list such products in the affiliate section of our website, but do not guarantee that all non-qualifying products will be listed there.

Our system places a persistent “cookie” on the system that accesses our website from a link that contains your affiliate identifier. For 90 days thereafter, purchases from that system may qualify for a Referral Fee to you. If the referred customer makes a purchase from a system that does not contain this “cookie”, or if the referred customer does not allow cookies, or if the cookie is deleted during this time, we will have no way to track a Referral Fee. If a customer calls in an order, we also have no way to track the order back to you.

In addition, we may implement a multi-tiered affiliate system in the future, so that you may receive additional referral fees when someone you direct to our website with your affiliate identifier signs up to be an affiliate and earns referral fees for themselves.

Online System

We maintain an affiliate section on our website that you can log into and download promotional materials, get the latest information on our affiliate program, and check on sales that may qualify for Referral Fees. The Referral Fees (“Commissions”) listed there may not be completely accurate, but should be representative of the amounts we will pay to you.

Payment Schedule

Referral fees will be payable within sixty (60) days from the end of each calendar quarter. The delay is to make sure that any returns and refunds are included in our calculations. If during any calendar quarter of the Term your referral fees do not exceed twenty-five dollars (\$25.00), then you will not receive payments or reports until the following calendar quarter during which your aggregate referrals fees equal or exceed said amount or until the termination of this agreement, whichever occurs earlier.

Reports and Audit

Payments hereunder will be accompanied by reports of sales for which Referral Fees are payable. You will have the right to have a certified public accountant, acceptable to us, examine our applicable books and records as are necessary to verify the accuracy of payments made to you under this Agreement. You are entitled to conduct such an audit only during normal business hours, at your expense, upon reasonable notice, no more frequently than once per calendar year, and no later than thirty (30) days following the end of the Term or termination of this Agreement.

Representations and Warranties; Limitation of Liability

Each of us hereby represents and warrants that:

- It has full power and authority to enter into this Agreement and to perform its obligations hereunder;



- It has obtained all permits, licenses, and other governmental authorizations and approvals required for its performance under this Agreement;
 - The services to be rendered by each of us under this Agreement neither infringe nor violate any patent, copyright, trade secret, trademark, or other proprietary right of any third party.
- Wisdom of the World will remain solely responsible for the operation of the Wisdom of the World website, and you will remain solely responsible for the operation of your site. Each party acknowledges that their respective sites may be subject to temporary downtime due to causes beyond their reasonable control subject to the specific terms of this Agreement, retains sole right and control over the programming, content and conduct of transactions over its respective site or service.

EACH PARTY SPECIFICALLY DISCLAIMS ANY REPRESENTATION OR WARRANTY REGARDING (i) THE AMOUNT OF SALES THAT WISDOM OF THE WORLD MAY GENERATE DURING THE TERM, AND (ii) ANY ECONOMIC OR OTHER BENEFIT THAT THE OTHER PARTY MIGHT OBTAIN THROUGH ITS PARTICIPATION IN THIS AGREEMENT.

NEITHER WISDOM OF THE WORLD NOR AFFILIATE WILL BE LIABLE TO THE OTHER FOR ANY INDIRECT, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, LOST PROFITS OR LOST DATA) ARISING OUT OF THIS AGREEMENT. WISDOM OF THE WORLD'S ENTIRE LIABILITY ARISING FROM THIS AGREEMENT WHETHER IN CONTRACT OR TORT, WILL NOT EXCEED THE AMOUNTS PAYABLE TO AFFILIATE HEREUNDER.

Fulfillment and Policy

Wisdom of the World will be solely responsible for fulfilling all orders for its products and payment processing, and customers who buy products through the Affiliate Marketing Program will be deemed customers of Wisdom of the World. Accordingly, all rules, policies, operating procedures and information concerning customer orders and sales will apply to those customers, including our rules of privacy and confidentiality. We may change our policies and operating procedures at any time, without notice.

Intellectual Property Rights

Wisdom of the World hereby grants to you during the Term a non-exclusive, non-transferable, royalty-free license to establish hyperlinks between yours and our Web Sites and to use Wisdom of the World's trade names, logos, trademarks and service marks (the "Wisdom of the World Marks") on your site and in other correspondence solely as is reasonably necessary to establish and promote such hyperlinks and to otherwise perform your obligations under this Agreement; provided, however, that any other promotional materials or usages containing any of the Wisdom of the World Marks will be subject to Wisdom of the World's prior written approval.

You hereby grant to Wisdom of the World during the Term, a non-exclusive, non-transferable, royalty-free license to establish hyperlinks between yours and our Websites and to use your trade names, logos, trademarks and service marks (the "Affiliate Marks") solely as is reasonably necessary to establish and promote such hyperlinks and to otherwise perform our obligations under this Agreement; provided, however, that any other promotional materials or usages containing any of the Affiliate Marks will be subject to your prior written approval.

Except as set forth above, you and we each reserve all right, title and interest in respective intellectual property rights (e.g., patents, copyrights, trade secrets, trademarks and other intellectual property rights). Use of the other's marks except as set forth herein is strictly prohibited.

Indemnification

We agree to indemnify, defend and hold harmless you and your affiliates, directors, officers, employees and agents, from and against any and all liability, claims, losses, damages, injuries or expenses (including reasonable attorney's fees) relating to the operation of our site, a breach of our obligations under this Agreement, or the violation of any third party intellectual property rights of editorial content or other materials provided by us for display on your site.



You agree to indemnify, defend and hold harmless us and our affiliates, directors, officers, employees and agents, from and against any and all liability, claims, losses, damages, injuries or expenses (including reasonable attorney's fees) relating to the operation of your site, a breach of your obligations under this Agreement, or the violation of any third party intellectual property rights of editorial content or other materials of your site.

General Provisions

You and we will each monitor and periodically test the general availability and operation of our respective Website.

You and we are entering this Agreement as independent contractors, and nothing will be construed to create a partnership, agency, joint venture or employment relationship between you and us. In its performance of this Agreement and in the operation each party's respective Websites, you and we each will comply with all applicable laws, regulations, orders and other requirements, now or hereafter in effect, of governmental authorities having jurisdiction. Without limiting the generality of the foregoing, you and we each will pay, collect and remit such taxes as may be imposed with respect to any compensation, royalties or transactions under this Agreement.

Neither you or we will be considered to be in breach of or default under this Agreement on account of any delay or failure to perform as a result of any causes or conditions that are beyond our respective reasonable control. If any force majeure event occurs, the affected party will give prompt written to the other and will use commercially reasonable efforts to minimize the impact of the event.

This Agreement has been made in and shall be construed and enforced in accordance with the laws of the State of California. Any action to arising hereunder will be brought in the federal or state courts, located in California.

Any notices under this agreement will be given in writing, and may also be posted to our website. Notices may be given by electronic mail and will be deemed delivered and given for all purposes on the sent date, but only if the receiving party has confirmed its receipt by return electronic mail. Notices sent via traditional means will be sent it via certified mail, return receipt requested. Notices to Wisdom of the World will be sent to: Wisdom of the World, Attention: Affiliate Marketing Program, 336 Bon Air Center, Suite 143, Greenbrae, CA 94904.

You may not assign this Agreement, in whole or in part, without our prior written consent. Subject to that restriction, this Agreement will be binding on, inure to the benefit of, and enforceable against the parties and their respective successors and assigns.

The failure of either you or us to enforce any provision of this Agreement will not constitute a waiver of the right to subsequently enforce the provision. Any remedies specified in this Agreement are in addition to any other remedies that may be available at law or in equity.

This Agreement represents the entire Agreement between you and us with respect to the subject matter hereof and supersedes any other oral or written agreements regarding such subject matter, and may be amended or modified only by a written instrument signed by a duly authorized agent of each party. If any provision of this Agreement will be declared by any court of competent jurisdiction to be illegal, void or unenforceable, all other provisions of this Agreement will not be affected and will remain in full force and effect.

Signature Page to Follow



Agreement to Affiliate Agreement

Signed by _____ Representing Citizens for Health, Voice for HOPE

Printed Name _____ Date _____

Signed by _____ Representing Wisdom of the World

Printed Name _____ Date _____

Thank you for this affiliate partnership.
We appreciate your trust in our products.

