

AFFILIATE AGREEMENT

This Affiliate Agreement ("Agreement") is made and entered into on _____ ("Effective Date"), by and between _____, ("Affiliate"), and Real Labs, Inc., dba Feed Real Institute, located at [3625 DALBERGIA ST SAN DIEGO, CA 92113] ("FRI").

Affiliate is an active promoter that will be subject to this Agreement:

RECITALS

- A. FRI provides expert-led education through nutrition courses, hands-on DIY workshops, evidence-backed articles, and a DIY feeding calculator to support pet professionals and dog owners.
- B. Affiliate is an active promoter. Affiliate is highly engaged with their audience.
- C. The parties desire to enter into this agreement for Affiliate to participate in FRI's Affiliate Program, where Affiliate will place FRI provided Links on Affiliate's Platform.
- D. FRI shall pay a 10% Referral Fee for every **Professional Canine Nutrition Course Sale** that results from a Customer that uses a Link on Affiliate's Platform.

AGREEMENT

1. Definitions:

"Customer" or "Member" shall mean customers who purchase from FRI using a Link on Affiliate's Platform.
"Links" shall refer to hyperlinks, and other digital or electronic methods of linking or forwarding to FRI's Platform. Links may be contained in or attached to banners, emails, images, logos, trademarks, QR codes, etc.
"Platform" shall refer to website(s) and/or social Platform application(s)/platform(s) that are subject to this Agreement, e.g. the parties' respective: websites, TikTok, Youtube, Snapchat, etc.
"Trademarks" shall refer to FRI's name, fictitious business name(s), trademarks, service marks and copyrights whether registered or not.

2. Affiliate Program.

- a. For every approved Platform, FRI shall provide Links for Affiliate to place on Affiliate's Platform. During the term of this Agreement, Affiliate is granted a limited, revocable, non-transferable, license to use FRI's Trademarks.
- b. Affiliates shall receive 10% of the purchase price for each Professional Canine Nutrition Course sale made through their Link. The Link includes a 14-day cookie window, meaning the Affiliate is entitled to a Referral Fee for any purchases made within 14 days of the Customer accessing the Link. Affiliates are only entitled to Referral Fees for completed sales during the term of this Agreement that are not returned, canceled, or refunded.
- c. Amount of Referral Fee:
 - i. Affiliate's account shall be credited 10% of the purchase price for each Professional Canine Nutrition Course sale made using their Link. Taxes, shipping, and processing fees are excluded from commission calculations.
 - ii. Affiliate shall not receive any Referral Fee for the amount a Customer pays for taxes, shipping, handling, or payment surcharges or processing fees, or for purchases made through a Link using an FRI gift card or FRI store credit. The Referral Fee shall only be calculated on the amount actually paid towards the Professional Canine Nutrition Course.
- d. Payment of Referral Fee. Affiliates must have a balance of \$100 or more to receive a payout. Payments are issued on the 15th of each month for commissions earned during the previous month. The payout shall be made by electronic payment (e.g. ACH transfer, wire, etc.). Affiliates must upload bank account information, a W9 and a signed Affiliate Agreement to receive payments.
- e. Refunds. Affiliate is not entitled to receive or keep a Referral Fee credited or paid for money that is refunded to a Customer. If a Customer receives a refund for a purchase that a Referral Fee was paid or is due then the amount of Affiliate's account shall be reduced in proportion to the amount credited to Affiliate's account as a Referral Fee for the refunded purchase. If there is no amount in Affiliate's account then FRI may reimburse itself for a Referral Fee off of future credits to Affiliate's account or may invoice Affiliate for reimbursement. If FRI invoices Affiliate for return of a Referral Fee under this paragraph, then Affiliate shall return the Referral Fee within fourteen (14) days. If Affiliate does not return the Referral Fee within

fourteen (14) days then 7% interest shall be due on the unreturned amount.

3. Qualification Requirements: Affiliates should maintain an active level of engagement by sharing information about the Professional Canine Nutrition Course, educating their audience, and referring potential students. While there are no specific follower requirements, content should align with FRI's brand values and target audience. Affiliates and FRI may mutually agree to include Links on platforms outside of those initially identified, with FRI's prior approval.

FRI may reject an Affiliate or a Platform of Affiliate if Affiliate's Platforms, contain or comprise, in FRI's sole and absolute opinion: (a) nudity, pornography or sexually explicit materials; (b) promotes discrimination based on race, religion, nationality, ethnicity, disability, sex, sexual orientation, sexual expression or age; (c) promote illegal activities; (d) infringe on FRI's or any third party's intellectual property, including but not limited to trademarks, service marks, and copyrights; (e) contain material that is defamatory, fraudulent or harassing to anyone; (f) contain misleading information regarding FRI or the products or services that it offers; (g) place FRI (or any of FRI's employees, officers, directors or agents) in a negative light; and/or (h) link to any other Platform that contains any of the preceding materials.

4. Term and Termination

This Agreement shall commence on the Effective Date and shall continue until termination.

a. termination shall occur:

- i. By either party in a written notice delivered to the other party. termination shall be effective three (3) days after the party who did not initiate the termination receives the notice. Notice is deemed received:
 1. Immediately when notice is personally delivered to the other party;
 2. Upon receipt if the notice is delivered by mail; or,
 3. The next day after emailing, if the notice is sent by email.
- ii. By FRI, without advance written notice, upon Affiliate's material breach of this Agreement as determined in FRI's sole discretion.

b. Duties After Termination:

- i. Each party shall immediately remove the other's Links and Platform from their own Platform.
- ii. Affiliate's right to use the Trademarks terminates upon termination.

- iii. FRI shall calculate the Referral Fees owed to Affiliate under this Agreement as of the date of termination. Affiliate shall be entitled to Referral Fees from sales resulting from a Customer's use of a Link prior to termination. Affiliate shall not be entitled to Referral Fees from sales resulting from a Customer's use of a Link after termination. FRI shall pay Affiliate for Sales pursuant to the terms of this Agreement at termination, regardless of the amount in Affiliate's account, by the 15th of the month following termination, e.g. if termination is on May 10, Affiliate shall be entitled to Referral Fees for sales resulting from a Customer's use of a Link on or before May 10, and final payment of any Referral Fees owed to Affiliate shall be made by June 15.

5. Representations and Warranties

Affiliate represents and warrants that it has the right to enter into this Agreement and to perform its obligations hereunder. Affiliate further represents and warrants that its use of FRI's products and services will comply with all applicable laws, rules, and regulations.

FRI represents and warrants that it has the right to enter into this Agreement and to perform its obligations hereunder. FRI further represents and warrants that its products and services are of high quality and meet all applicable safety standards.

6. Prohibitions/Conditions

- a. Affiliate may not resell FRI products.
- b. Affiliate's Platforms that contain FRI Links shall: (1) Use FRI Links that are provided by FRI and not from any other source; (2) not have defamatory or unlawful materials; (3) not infringe on the trademark, copyright, trademark rights or other rights of third parties; (4) not violate this Agreement; (5) be current with any required or advisable updates; and (5) be in compliance with all applicable federal, state and local laws.
- c. Affiliate shall only use the Trademarks as expressly authorized in this Agreement.
- d. Affiliate has no authority to negotiate, modify or change any of FRI's pricing, or other terms between FRI and its Customers.
- e. Non-Disparagement. Neither party shall disparage the other.
- f. Affiliate shall not modify the Links provided by FRI.
- g. Affiliate shall not modify its Platform or engage in SEO designed to or that would have the result of pulling internet traffic away from FRI's Platforms,

or in a manner that amounts to “key word stuffing” to attract search engine spiders to determine higher relevancy than FRI’s Platform (for additional example, you may not purchase keywords for SEO purposes using FRI’s Trademarks.

- h. Affiliate shall not: (1) use framing technology on your Platforms that frames FRI Platforms; (2) gather information about a Customer without their knowledge or in a manner that violates The California Consumer Privacy Act (CCPA), the General Data Protection Regulation (GDPR) or any other applicable privacy/consumer protection law; and/or (3) install or embed spyware onto another’s devices.
7. Relationship of Parties. The parties are independent contractors to each other. Nothing in this Agreement shall create an employment, partnership, joint venture, agency, franchise or sales representative relationship between the parties. Neither Affiliate nor FRI is an agent of the other and neither has the authority to make or accept any offers or representations on the other’s behalf, unless such authority is set forth in a writing signed by both parties.
8. Customers. All Customers shall be deemed to be FRI’s customers.
9. Intellectual Property/Customer Information. During the term of this Agreement, Affiliate is granted a non-exclusive, nontransferable, revocable license to use FRI’s Trademarks. Affiliate shall not alter or modify FRI’s Trademarks. Affiliate shall not dispute, register or attempt to register any of FRI’s Trademarks or any trademarks that are confusingly similar to FRI’s Trademarks. Affiliate shall not obtain any rights, title or ownership interest in FRI or FRI’s Trademarks, or any other property belonging to FRI. Affiliate’s use of the Trademarks, including all goodwill associated with such use, shall inure solely to FRI. FRI owns all rights, title and interest in information created or collected as a result of a Customer accessing a Link or completing a purchase with FRI. Affiliate grants FRI rights to utilize any content created for the purpose of promoting FRI products on its website and/or social media platforms. Affiliate is granted a limited, non-exclusive, royalty-free license to use such information for the purposes of fulfilling Affiliate’s obligations under this Agreement. Affiliate shall not disclose any such information to any third party’s without FRI’s prior written approval.
10. Release/Limitation of Liability. Affiliate releases and holds FRI harmless for any claims, damages and expenses (including, without limitation, attorney’s fees and costs of litigation), whether such claim sounds in negligence, breach of contract, or any other cause of action, that arises out of: (a) a Customer’s use of a Link; (b)



Customer's use or purchase of any FRI products or services; or (c) the content development, operation, maintenance and contents of your Platform or any breach of your obligations under this Agreement.

11. Confidentiality

The parties agree to keep all information relating to this Agreement and their business relationship confidential and not to disclose it to any third party without the other party's prior written consent. Notwithstanding the above, the parties may disclose information regarding this Agreement and their business relationship to their respective counsel, tax advisor, financial advisor, and insurance professionals.

12. Governing Law and Jurisdiction

This Agreement shall be governed by and construed following the laws of California. Any dispute arising out of or in connection with this Agreement shall be subject to the exclusive jurisdiction of the San Diego, California courts.

13. Entire Agreement/Modifications

This Agreement constitutes the entire agreement between the parties and supersedes all prior negotiations, understandings, and agreements between the parties relating to the subject matter hereof. FRI may change or modify the terms and conditions of this Agreement at any time in their sole discretion following written notification. Any such changes shall become effective. Affiliate may terminate the Agreement if any modification is not acceptable to Affiliate. Affiliate's continued participation in the program following FRI notifying Affiliate of a modification constitutes Affiliate's acceptance of the change.

14. Limitation of Liability. **FRI shall not be liable for indirect, special, punitive, or consequential damages arising in connection with this Agreement, even if FRI has been advised of the possibility of such damages. FRI's aggregate liability arising with respect to this Agreement shall not exceed the total Referral Fees paid or payable to you under this Agreement that have been earned or paid within the past year prior to the most recent act that forms the basis of FRI's liability.**

15. Disclaimers. Except for any express warranties or representations provided to Customers independent of this Agreement, FRI makes no express warranties or representations regarding the Affiliate program or any products sold through the Affiliate program (including, without limitation, warranties of fitness, merchantability, non-infringement, or any implied warranties arising out of a



course of performance, dealing, or trade usage). FRI is not responsible for any lost Referral Fees resulting from sales that are not completed due to interruptions, errors or malfunctions on FRI's Platform or Links.

16. Miscellaneous. Time is of the essence in the performance of duties of this Agreement. The Recitals are incorporated as terms and conditions of this Agreement. A failure to enforce any provision of this Agreement shall not constitute a continuing waiver of the provision or any other provision of this Agreement. A waiver of a right under this Agreement must be in a writing signed by the waiving party. If any provision of this Agreement is or held to be invalid the remaining portion or portions of the Agreement shall be considered severable and remain in full force and effect. With the exception of Affiliate's license to use FRI's Trademarks, all other provisions of this Agreement shall survive termination. This Agreement may be executed in counterparts, facsimile or electronic signature, and shall be deemed to be executed in the City of San Diego, California.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.



AFFILIATE SIGNATURE

Feed Real Institute
By: Nichole Beck, Affiliate Manager