

think goodness.

AFFILIATE AGREEMENT

AND

POLICIES & PROCEDURES

SEPTEMBER 2023

This Think Goodness Affiliate Agreement (the “**Agreement**”) is by and between the Affiliate (“**Affiliate**”, “**you**”) and the Think Goodness entity where you are located listed above (“Think

Goodness"). BY CHECKING THE BOX TO ACCEPT, YOU AGREE TO THE TERMS OF THIS AGREEMENT. Any use of the affiliate platform is subject to the terms of this Agreement, Think Goodness' Privacy Policy and the Terms of Use found on Think Goodness' website www.thinkgoodness.com

PROGRAM DESCRIPTION

The Think Goodness Affiliate Marketing Program is designed to empower individuals to become Affiliates, where they can share a unique shopping link to promote our products and services with the goal of earning commissions. Affiliates are entitled to receive a personalized discount as part of their participation in the program.

Upon completion of registration, Affiliates will receive access to their own Think Goodness referral link which is assigned to the email address entered at registration. Affiliates will receive 15% commissions for the sale of Think Goodness products that take place on their referral link, by retail customers. Affiliates also receive a 15% personal discount code to use for their personal orders.

Earned Retail Sale Commissions are paid out the next day via the Affiliates preferred Payment Mode. If the payment day falls on a Friday, legal holiday or weekend, the Retail Commission will be paid on the next regularly scheduled business day. Please note that pay can be delayed for routine audits and market verifications.

Affiliate accounts with zero (0) sales within a rolling 12 calendar month period will be converted to a customer account. Such conversion is automatic and Think Goodness will not provide written confirmation of the same. If your Affiliate account is converted to a customer account for inactivity, you may re-enroll your Affiliate account by completing a new Affiliate registration.

MEMBERSHIP REQUIREMENTS / TERMS AND CONDITIONS

To participate as an Affiliate, you must: be either a legal entity or an individual 18 years or older where Think Goodness currently operates and your activity must comply at all times with all applicable federal, state, local and foreign laws, ordinances, rules, regulations, and our policies, including applicable data protection laws. You understand that as an Affiliate: You have the right to offer for sale Think Goodness products in accordance with this Agreement. If qualified, you have the right to earn commissions after you complete the registration process and provide all necessary documentation. You must perform your obligations as an Affiliate with honesty and integrity. You agree not to disparage Think Goodness, other Affiliates or Brand Partners, the Think Goodness Pay Plan, or Think Goodness products, owners, officers, employees, or other affiliates. You agree that, as an Affiliate, you are an independent contractor and not an employee, agent, partner, legal representative, or franchisee of Think Goodness. You are not authorized to and will not incur any debt, expense, or obligation, or open any bank account, on behalf of, for, or in the name of Think Goodness. You agree that you will be solely responsible

for paying all expenses incurred by you, including but not limited to travel, food, lodging, secretarial, office, long-distance telephone, and other expenses. **YOU UNDERSTAND THAT YOU ARE NOT AND SHALL NOT BE TREATED AS AN EMPLOYEE OF THINK GOODNESS FOR FEDERAL, STATE, PROVINCIAL, OR OTHER TAX PURPOSES, NOR FOR ANY OTHER PURPOSES PURSUANT TO ANY APPLICABLE LAWS OR REGULATIONS.**

You agree not to delete, add, modify, tamper with, or alter any trademarks, logos, labels, material, or packaging for Think Goodness products or associated product literature. You authorize Think Goodness to perpetually use your name, image, likeness, photographs, and/or testimonials in Think Goodness advertising and promotional materials without payment or any other form of compensation. Additionally, you consent to and authorize the use and reproduction by Think Goodness of any and all photographs or videos of you taken by or supplied to Think Goodness, and you further consent to the use and reproduction by Think Goodness of any photographs, videos, quotes, testimonials, stories, and conversations on any of your social networking media for any print or electronic publicity, marketing, or promotional purposes without payment or any other form of compensation. You understand that your authorization and consent provided under this provision continues after termination of this Agreement.

You understand that any personal data you provide to Think Goodness in connection with your enrollment as an Affiliate, as well as any personal data of third parties collected or transferred as a result of your activity as an Affiliate, will be used by Think Goodness and its parent and affiliated companies, wherever located, in accordance with Think Goodness' Privacy Policy, available at https://thinkgoodness.com/pages/privacy-policy-terms-of-use?partner_site=tgcare, as such may be modified from time to time, and in particular, to establish and maintain a relationship with you, including to create and maintain your Think Goodness Brand Affiliate account, respond to your inquiries or those of Think Goodness customers, provide support, process orders, make commission payments, keep you informed of new products, promotional offers, services, and other relevant business issues, facilitate communication, and enhance your experience as an Affiliate. Additionally, Think Goodness may share your personal data with those Think Goodness Brand Partners, with third-party service providers, such as payment processors, consultants, and couriers, as part of a sale of assets, merger, acquisition, or other corporate restructuring, as necessary to protect the rights or property of Think Goodness or any third party, or otherwise as required by law or stated under Think Goodness' Privacy Policy.

You understand that, as an Affiliate, you may have access to, collect, and use the personal data of customers, and other Affiliates, such as email addresses, birth dates, social media account information, and shipping and billing addresses. You understand and agree that you are obligated to comply with Think Goodness' Privacy Policy in your capacity as an Affiliate, and shall not use, share, transfer, or process personal data in contravention of any term of the Privacy Policy.

You also understand and agree that there are various Laws governing the protection and use of such personal data that you must comply with to the extent that you collect, store, or use such personal data, including without limitation (a) using appropriate security measures to protect your computer, mobile device, or other locations where such personal data is stored against unauthorized access to or use of such personal data and (b) to the extent you collect such personal data from customers, or other Affiliates, providing adequate notice to such individuals regarding the intended uses for such personal data and obtaining their valid consents for such uses by you and Think Goodness. You confirm that, to the extent you collect, store, use, or otherwise process such personal data, you will comply at all times with the requirements set forth in this Agreement, including without limitation those provisions regarding protection of personal data, and all applicable data protection laws (as defined herein).

You further confirm that you will only use such personal data for the purposes authorized by such individuals at the time such personal data was collected. You understand and agree that you shall not collect or maintain any sensitive or other unnecessary personal information, including but not limited to social security or other tax identification numbers, credit, debit, or other payment card information, health or medical information, or information from children under the age of 16.

In the event you become aware of any unauthorized access to or use of any such personal data, or should anyone whose information you have collected, stored, or used in your capacity as an Affiliate contact you wishing to access or modify their personal data, or with any complaints regarding the use of their personal data, You will notify Think Goodness as soon as reasonably possible (and in any event within twenty-four (24) hours of becoming aware) at

Legal@ThinkGoodness.com. You understand and agree that you will fully cooperate with Think Goodness in any investigation into a personal data security incident, including but not exclusive to providing access to all IT systems, computers, or other devices on which you may store personal data or otherwise access the Think Goodness networks. You authorize Think Goodness to publish your performance on leaderboards that publish the names and results for top performing Affiliates. You understand that this Affiliate Agreement may be amended from time to time at the sole discretion of Think Goodness, and you agree that any such amendment will apply to you.

Notification of any amendments shall be provided on Think Goodness' website, apps or provided by email. You understand that any amendments shall become effective thirty (30) days after publication. The continuation of business or your acceptance of any payment after the effective date of any amendment shall constitute your acceptance of any and all amendments.

You understand that Think Goodness reserves the right to terminate all Affiliate Agreements for any reason, with or without cause, upon thirty (30) days' prior notice. You may cancel the Affiliate Agreement at any time, for any reason, upon written notice using the contact form on the Think Goodness website (<https://thinkgoodness.com/pages/contact>). You may not assign

any rights or delegate your duties under the Affiliate Agreement without the prior written consent of Think Goodness.

Any attempt to transfer or assign the Affiliate Agreement without the express written consent of Think Goodness renders the Agreement voidable at the option of Think Goodness and may result in termination of your account.

You understand that, if you fail to comply with the terms of the Affiliate Agreement, Think Goodness may, in its sole and absolute discretion, impose upon you any disciplinary action(s). If you are in breach, default, or violation of the Agreement at termination, you shall not be entitled to receive any further payments commissions, or any payment or commissions for which payment is pending, whether or not the sales for such payment or commissions have been completed. You agree that Think Goodness may deduct, withhold, set-off, or charge to any form of payment you have previously authorized any amounts you owe or are indebted to Think Goodness. If you are found in violation of the Affiliate Agreement, or if Think Goodness determines, in its sole and absolute discretion, that you have engaged in or are engaging in any illegal, fraudulent, deceptive, or unethical business conduct, you may be subject, at Think Goodness' sole and absolute discretion, to one or more of the following corrective measures:

1. Additional training on Think Goodness' policies and procedures;
2. A written warning or admonition;
3. A requirement that you take immediate corrective measures;
4. Imposition of a fine, which may be withheld from Commission payments, and returns;
5. Loss of rights to one or more Commission payments;
6. Suspension of your Affiliate Agreement for one (1) or more pay periods;
7. Involuntary termination of your Affiliate Agreement;
8. Suspension and/or termination of your personal website or your access to your Virtual Office; and/or
9. Any other measure allowed within any portion of the Affiliate Agreement or which Think Goodness deems appropriate, in its sole and absolute discretion, to equitably resolve injuries caused wholly or in part by your policy violation or other contractual breach.

In the event one or more of the above measures is implemented against you due to your violation of any provision of the Affiliate Agreement, including these policies and procedures, notification of the violation and the corrective measure will be given to you by Think Goodness Compliance. Think Goodness and its affiliates shall not be liable for, and you release Think Goodness and its affiliates from, all claims for consequential and exemplary damages, regardless

of the type of claim and regardless of whether Think Goodness, its Brand Partners or its affiliates have been advised of the possibility of such damages, in connection with any claim or cause of action relating to the Affiliate Agreement. You further agree to release and hold harmless Think Goodness, its Brand Partners and its affiliates from all costs, claims, losses, damages, liabilities, and expenses (including legal expenses and court costs) arising from or relating to the promotion or operation of your business and any related activities, including but not limited to: (a) the promotion of Think Goodness products, (b) any breach of the data protection laws (as defined herein); (c) any compensation and pay plan, or (d) the operation of a motor vehicle. You agree to indemnify Think Goodness and its affiliates for any liability, damages, fines, penalties, or other awards, including but not limited to reasonable attorneys' fees and court costs, arising from any unauthorized conduct that you undertake in operating an Affiliate account.

Any waiver by Think Goodness of any breach of the Agreement must be in writing and signed by an authorized representative of Think Goodness. Waiver by Think Goodness of any breach of the Agreement shall not operate or be construed as a waiver of any subsequent breach. If any provision of the Affiliate Agreement is held to be invalid or unenforceable, such provision shall be reformed only to the extent necessary to make it enforceable, and the balance of the Agreement will remain in full force and effect.

PLEASE READ THIS ARBITRATION PROVISION CAREFULLY. BY ELECTING ARBITRATION, THINK GOODNESS AND THE AFFILIATE AGREE THAT DISPUTES MUST BE RESOLVED THROUGH BINDING ARBITRATION AND WAIVE THE RIGHT TO HAVE DISPUTES HEARD IN COURT AS DESCRIBED BELOW. Most concerns can be resolved quickly by contacting the Care Team. In the unlikely event that Think Goodness Support is unable to resolve any complaint that you may have with respect to the Affiliate program, the terms of this section govern dispute resolution between the parties.

ARBITRATION Any Dispute not resolved in writing by negotiation or mediation shall be subject to and shall be settled exclusively by final binding arbitration before a single arbitrator in Phoenix, Arizona, in accordance with the then-prevailing Commercial Arbitration Rules of the American Arbitration Association ("AAA"). No party may commence arbitration with respect to any Dispute unless that party has pursued negotiation and, if requested, mediation, provided, however, that no party shall be obligated to continue to participate in negotiation or mediation if the parties have not resolved the Dispute in writing within sixty (60) business days after the Dispute Notice was provided to any party or such longer period as may be agreed by the parties in writing.

Unless otherwise agreed by the parties, the mediator shall be disqualified from serving as arbitrator in the case. Notwithstanding any contrary rules promulgated by the AAA, the following shall apply to all Arbitration actions:

- The Federal Rules of Evidence shall apply in all cases;

- The parties shall be entitled to all discovery rights permitted by the Federal Rules of Civil Procedure;
- The parties shall be entitled to bring motions under Rules 12 and/or 56 of the Federal Rules of Civil Procedure;
- The arbitration shall occur within one hundred-twenty (120) days from the date on which the arbitrator is appointed, and shall last no more than five (5) business days;
- The parties shall be allotted equal time to present their respective cases, including cross examinations.

The arbitrator shall not have the power to alter, modify, amend, add to or subtract from any provision of Affiliate Agreement, or to rule upon or grant any extension, renewal or continuance of the Affiliate Agreement. Moreover, the arbitrator shall not have the power to award special, incidental, indirect, punitive, exemplary, or consequential damages of any kind or nature, however caused. All communications, whether verbal, written or electronic, in any negotiation, mediation or arbitration action shall be treated as confidential and those made in the course of negotiation or mediation, including any offer, promise or other statement, whether made by any of the parties, their agents, employees, experts, or attorneys, or by the mediator or any JAMS employee, shall also be treated as compromise and settlement negotiations for purposes of applicable rules of evidence and shall be inadmissible for any purpose, including impeachment, in any arbitration or other proceeding involving the parties, provided that evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in negotiation or mediation. The costs of negotiation, mediation, and arbitration, including fees and expenses of any mediator, arbitrator, JAMS, the American Arbitration Association, or other persons independent of all parties acting with the consent of the parties to facilitate settlement, shall be shared in equal measure by the Affiliate, on the one hand, and Think Goodness and any Related Parties involved, on the other. The parties shall bear their own legal fees and expenses of negotiation, mediation and arbitration. Although the Independent Business Owner Agreement is made and entered into between a Affiliate and Think Goodness, Think Goodness' affiliates, owners, members, managers and employees ("Related Parties") are intended third-party beneficiaries of the Independent Business Owner Agreement, including this agreement to negotiate, mediate and arbitrate. The parties acknowledge that nothing in these policies is intended to create any involvement by, responsibility of, or liability of the Related Parties with respect to any dealings between a Affiliate and Think Goodness, and the parties further acknowledge that no provision of the Independent Business Owner Agreement shall be argued by any party to constitute any waiver by the Related Parties of any defense which the Related Parties may otherwise have concerning whether they can properly be made a party to any dispute between a Affiliate and Think Goodness. Any party may seek specific performance of this Section, and any party may seek to compel each other party to comply with the provisions of this Section by petition to a court of competent jurisdiction in the State of Arizona. The pendency of a mediation shall not preclude a party from seeking provisional

remedies in aid of the arbitration from a court of appropriate jurisdiction in the State of Arizona, and the parties agree not to defend against any application for provisional relief on the ground that a mediation is pending. The prevailing party in any proceeding enforcing the provisions of this Section shall be entitled to recover from the other party the reasonable attorneys' fees and costs incurred by the petitioning party in obtaining the requested relief. If any portion of this Section is held to be unenforceable for any reason, the remainder shall remain in full force and effect. Nothing in this Section shall preclude any party from seeking interim or provisional relief concerning the Dispute, including a temporary restraining order, a temporary or preliminary injunction, or an order of attachment, either prior to or during negotiation, mediation or arbitration.

SEVERABILITY: If any provision in this Arbitration Agreement is declared to be unenforceable for any reason, the remainder shall remain in effect.

FEES: The parties will each bear their own costs and expenses and an equal share of the (i) cost of the arbitrator and (ii) administrative fees of arbitration.

CONFIDENTIALITY: Except as may be required by law, neither the parties nor the arbitrator may disclose sensitive, confidential, or proprietary information obtained in connection with the arbitration. The arbitrator shall be authorized to issue protective orders relating to the disclosure of such information.