

Cell Coil Affiliate Agreement Terms and Conditions

1. Obligations and Representations

I understand that as an Affiliate of Pure and Simple, LLC (“Cell Coil”):

- I must be of legal age in the state in which I reside.
- I have the right to offer for sale Cell Coil products and services in accordance with the terms and conditions of this Affiliate Agreement.
- I have the right to build a Cell Coil sales organization.
- I will comply with all federal, state, county, and municipal laws, ordinances, rules, and regulations, and shall make all reports and remit all withholdings or other deductions as may be required by any federal, state, county, or municipal law, ordinance, rule, or regulation.
- I will perform my obligations as an Affiliate with honesty and integrity. .

Initials _____

2. Product Sales

- All Cell Coil products will be purchased through the Cell Coil website.
- The Affiliate may not buy Cell Coil products for resale.
- The Affiliate may give the buyer a promotion code, provided by Cell Coil, that will give the buyer a 5% discount and will link the sale to the Affiliate’s account.
- The Affiliate will present Cell Coil products and services as set forth in official Cell Coil literature and presentations.
- Affiliates may not offer to provide a customer with a rebate.

Initials _____

3. Commission Earnings

- The Affiliate will earn a commission on all sales that have their specific promotion code.
- The Affiliate commission levels are based on the total sales for the previous 12 weeks:

Level	Commission	Total sales for previous 12 weeks
Bronze	20%	\$0 - \$2,999

Silver	25%	\$3,000 - \$5,999
Gold	30%	\$6,000 or more

• The Affiliate’s commission is based on the retail price of the item purchased and the commission level of the Affiliate:

Commission Level	Single Puck	Double Puck	Cloud II	Single Puck Cloud II	Double Puck Cloud II
Retail Price	\$550	\$725	\$950	\$1,450	\$1,625
Bronze	\$110	\$145	\$190	\$290	\$325
Silver	\$138	\$181	\$238	\$363	\$406
Gold	\$165	\$218	\$285	\$435	\$488

- The Affiliate’s commission on a buyer’s purchase will be paid after the Product Return Period (30 days) has expired.
- The Affiliate will be paid on a weekly basis.
- The Affiliate will be paid by the following means; check sent to the Affiliate via postal service, digital transaction via monetary transfer app (Venmo) or direct deposit into bank account.
- The Affiliate will submit a W9 to Cell Coil before any Commission Payments are made. The Affiliate will receive a 1099 form in January of the following year for tax preparation.

• Only if the Affiliate has personally purchased and used a cell coil puck or double puck and the cloud II amplifier, the Affiliate may buy additional Cell Coil products for personal use with a discount that is equal to the Affiliate’s commission level:

Commission Level	Single Puck	Double Puck	Cloud II	Single Puck Bundle	Double Puck Bundle
Retail Price	\$550	\$725	\$950	\$1,450	\$1,625
Bronze	\$440	\$580	\$760	\$1,160	\$1,300
Silver	\$413	\$544	\$713	\$1,088	\$1,219
Gold	\$385	\$508	\$665	\$1,015	\$1,138

4. Independent Affiliate Agreement Status

I agree that as a Cell Coil Affiliate, I am an independent contractor and not an employee, agent, partner, legal representative or franchisee of Cell Coil. I am not authorized to and will not incur any debt, expense, or obligation, or open any checking account on behalf of, for, or in the name of Cell Coil. I understand that I shall control the manner and means by which I operate my Affiliate business, subject to my compliance with this Affiliate Agreement. I agree that I will be solely responsible for paying all expenses I incur, including but not limited to travel, food, lodging, secretarial, office, long distance telephone, and other expenses. I UNDERSTAND THAT I WILL NOT BE TREATED AS AN EMPLOYEE OF CELL COIL FOR FEDERAL OR STATE TAX PURPOSES. I acknowledge and agree that Cell Coil is not responsible for withholding and shall not withhold or deduct from my bonuses and commissions, if any, FICA, or taxes of any kind, unless such withholding becomes legally required. I agree to be bound by all sales tax collection and remittance agreements between Cell Coil, all appropriate taxing jurisdictions, and all related rules and procedures.

Initials _____

5. Cell Coil Policies

I understand that I must be in good standing and not in violation of any of the terms of the Affiliate Agreement in order to be eligible to receive any bonuses or commissions from Cell Coil. I understand that the Affiliate Agreement may be amended at any time at the sole discretion of Cell Coil, and I agree that upon 30 days notice, any such amendment will apply to me. Notification of amendments will be published in official Cell Coil materials including Cell Coil’s official website. The continuation of my Cell Coil business or my acceptance of bonuses or commissions shall constitute my acceptance of any and all amendments to the Affiliate Agreement.

6. Term and Termination

The term of this Affiliate Agreement is one year from the date it is signed by Cell Coil. This Affiliate Agreement may be renewed each year for an additional one-year term. Cell Coil is not obligated to renew this Affiliate Agreement and may, in its sole discretion, reject any application for renewal. Unless you notify Cell Coil of your intent not to renew, Cell Coil notifies you of its intent not to renew, or unless the Affiliate Agreement is terminated by Cell Coil, the Affiliate Agreement may be renewed each year on its annual anniversary date. Cell Coil may terminate my account at any time for violation of the terms and conditions of the Affiliate Agreement including any amendments thereto. If my Affiliate Agreement is canceled or terminated for any reason, I understand and agree that I will permanently lose all rights as an Affiliate and I shall not be eligible to sell Cell Coil products or services or to receive commissions and bonuses. In the event of cancellation, termination, or nonrenewal, I agree to forfeit and waive all rights I have, including but not limited to property rights. If my Affiliate Agreement is not renewed, or if it is canceled or terminated for any reason, I agree to immediately discontinue use of any and all Cell Coil trademarks, service marks, Affiliate and Customer lists, and copyrighted materials. I also agree to these conditions during the term of this Affiliate Agreement and for one (1) year following the termination or cancellation of this Affiliate Agreement, regardless of the reason for termination or cancellation.

7. Assignment

I may not assign any rights or delegate my duties under this Affiliate Agreement without the prior written consent of Cell Coil. Any attempt to transfer or assign the Affiliate Agreement without the express written consent of Cell Coil renders the Affiliate Agreement terminable.

8. Breach of the Agreement

I understand that if I fail to comply with the terms of my Affiliate Agreement, Cell Coil may, in its sole discretion, terminate me. If I am in breach, default, or violation of the Affiliate Agreement at termination, I shall not be entitled to receive any further bonuses or commissions, whether or not the sales for such bonuses or commissions have been completed. I authorize Cell Coil to withhold and retain the appropriate amounts from my bonus or commission checks which I have with Cell Coil.

9. Limitation of Liability and Indemnification

Cell Coil, its members, managers, directors, officers, shareholders, employees, assigns, and agents (collectively referred to as "Affiliates"), shall not be liable for special, indirect, incidental, consequential, punitive, or exemplary damages. I release and agree to indemnify Cell Coil and its Affiliates from any and all liability, damages, fines, penalties,

or other awards or settlements arising from, or relating to my actions in the promotion or operation of my Cell Coil independent business and any activities related to it (for example, but not limited to, the presentation of Cell Coil products or Commission Plan, the operation of a motor vehicle, the lease of meeting or training facilities, the making of any unauthorized claims, the failure to comply with any applicable federal, state, or municipal law or regulation, etc.).

10. Entire Agreement

This Affiliate Agreement in its current form and as amended by Cell Coil in its discretion, together constitute the entire agreement and Affiliate Agreement between Cell Coil and myself. Any promises, representations, offers, or other communications not expressly set forth in this Affiliate Agreement and Affiliate Agreement are of no force or effect.

11. Waiver and Severability

Any waiver by Cell Coil of any breach of the Affiliate Agreement must be in writing and signed by an authorized officer of Cell Coil. Waiver by Cell Coil of any breach of my Affiliate Agreement by me 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 Affiliate Agreement will remain in full force and effect.

12. Survival

Sections 9, 10, 11, 13, 15, 18, 19, 20, 21, 23 and 26 of this Affiliate Agreement, as well as Limitation of Liability, Dispute Resolution, and covenants to protect Cell Coil's trade secrets, confidential information, intellectual property, and other proprietary materials shall survive the termination of the Affiliate Agreement.

13. Dispute Resolution

In the event of any dispute, claim, question, or disagreement arising out of or relating to the Affiliate Agreement or the breach thereof, the parties hereto shall use their best efforts to settle the dispute, claim, question, or disagreement. To this effect, they shall consult and negotiate with each other in good faith and attempt to reach a just and equitable solution satisfactory to both parties. If they do not reach such a solution within a period of 60 days, then, upon notice by either party to the other, all disputes, claims, questions, or differences, except as provided herein, shall be settled by arbitration. The parties agree that any claims submitted to arbitration will be submitted in the party's individual capacity, and not as a plaintiff or class member in any purported class or representative proceeding. No arbitration or other proceeding will be combined with another without the prior written consent of all parties to all affected arbitrations or

proceedings. The parties further agree that judgment on any award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. This agreement to arbitrate shall survive any termination or expiration of the Affiliate Agreement.

14. Governing Law

To the fullest extent allowed by law, all actions arising out of or relating to the Affiliate Agreement will be governed by the laws of the State of Idaho without giving effect to the principles of conflict of laws. I agree that, notwithstanding any statute of limitation to the contrary, any claim or action I may wish to bring against Cell Coil for any act or omission arising out of or relating to the Affiliate Agreement must be brought within one (1) year from the date of the alleged act or omission giving rise to the claim or cause of action. Failure to bring such action within the permitted time shall act as a bar against all claims against Cell Coil for such act or omission. I waive any and all claims or rights to have any other statute of limitation apply.

15. Use of Name and Image

I authorize Cell Coil to use my name, photograph, personal story, and/or likeness in advertising or promotional materials and waive all claims to remuneration for such use.

Initials _____

16. Electronic Communication

I authorize Cell Coil to communicate with me via email at the email address provided in this Affiliate Agreement. I understand that such email may include offers or solicitations for the sale and purchase of Cell Coil products, sales aids, or services.

17. Counterparts

Emailed copies of this Affiliate Agreement shall be deemed original. To be valid, copies submitted to Cell Coil by email must include the front and back of the document.

18. Data Protection

I give consent for Cell Coil to process the personal data contained in this Affiliate Agreement and to transfer this personal data, together with information about this Affiliate account's future sales activities, to any of Cell Coil's worldwide subsidiaries and Affiliated companies, and to other Cell Coil account holders who are in the same sales organization or distribution chain for the purpose of administering the sales and distribution of Cell Coil products and providing activity reports to Cell Coil's worldwide subsidiaries, Affiliated companies, and to other Cell Coil account holders in the sales organizations. I understand that this transfer of information may be made to countries without a level of legal protection of privacy equivalent to that provided in my home

country. I understand that if I receive activity reports, including sales reports, containing personal data of other Cell Coil account holders' activities, I agree that I will not use such data except in the administration and development of my sales organization, and that upon termination of my Affiliate Agreement, I will immediately delete all such personal data from my files, except as otherwise required by law. The parties agree that this obligation survives the termination of the Affiliate Agreement. For additional information on Cell Coil's privacy practices, please see Cell Coil's privacy policy located at www.cellcoil.com.

19. Confidentiality

All terms and conditions of this Agreement and any materials provided during the term of the Agreement must be kept confidential, unless the disclosure is required pursuant to process of law.

Disclosing or using this information for any purpose beyond the scope of this Agreement, or beyond the exceptions set forth above, is expressly forbidden without the prior consent of the Client.

The confidentiality terms and conditions will remain in full force even after the termination of this Agreement for a period of 1 year.

20. Trademarks, Trade Names, Advertising.

(a) The name of Cell Coil and other names as may be adopted by Cell Coil are proprietary trade names and trademarks of Cell Coil. As such, these marks are of great value to Cell Coil and are supplied to independent Affiliates for use only in an expressly authorized manner. Affiliates agree not to advertise Cell Coil products or services in any way other than the advertising or promotional materials made available to independent Affiliates by Cell Coil. Affiliates agree not to use any written, printed, recorded or any other material in advertising, promoting or describing the products or services or Cell Coil marketing programs, or in any other manner, any material which has not been copyrighted and supplied by Cell Coil, unless such material has been submitted to Cell Coil and approved in writing by Cell Coil before being disseminated, published or displayed.

(c) Cell Coil does not permit the use of its copyrights, designs, logos, trade names, trademarks, etc. without its prior written permission. Cell Coil specifically prohibits the use of Cell Coil trademarks or logos in conjunction with the sale of any other non-Cell Coil products.

(d) All Cell Coil materials, whether printed, on film, produced by sound recording, or on the internet, are copyrighted and may not be reproduced in whole or in part by the Affiliates or any other person except as authorized by Cell Coil. Permission to reproduce

any materials will be considered only in extreme circumstances. Therefore, an independent Affiliate should not anticipate that approval will be granted.

(f) An Affiliate may not produce, sell or distribute literature, films or sound recordings which are deceptively similar in nature to those produced, published and provided by Cell Coil. Nor may an Affiliate purchase, sell or distribute non-Company materials which imply or suggest that said materials originate from Cell Coil.

(g) Any display ads or institutional or trademark advertising copy, other than covered in the foregoing rules, must be submitted to Cell Coil and approved in writing prior to publication.

(h) All advertising, direct mailing, and display including promotional products such as DVDs, CDs, Brochures, Flyers, etc. must be approved in writing before being disseminated, published or displayed. Advertising on radio, TV, newspaper, magazine, and website except for the Affiliate's own Cell Coil Web System ("EWS") website is strictly prohibited.

(i) No claims as to the therapeutic or curative properties about the products may be made. In particular, no Affiliate may make any claim that Cell Coil products are intended to diagnose, treat, cure or prevent any disease. Such statements can be perceived as medical claims. Not only is this against Company policy, but it is also against the laws governed by the United States Food and Drug Administration, and the United States Federal Trade Commission. Pursuant to the policy of prohibition of medical, curative or treatment claims, Cell Coil enumerates specific implementation of these policies which will include, but are not limited to: (i) Affiliates are prohibited from making medical, curative or treatment claims, whether expressed or implied; (ii) Affiliates are prohibited from using in all of their marketing materials and promotion any descriptions that are regarded as health or medical claims stating that a Cell Coil single puck may alleviate, cure, diagnose, prevent, relieve, or treat any medical condition, disease, ailment or malady; (iii) Any violation of these guidelines will constitute grounds for disciplinary action, commission suspension and/or termination of Affiliate status.

21. Internet and Website Policy

No independent Affiliate may independently design a website that uses the names, logos, product or service descriptions of Cell Coil, nor may an independent Affiliate use "blind" ads on the internet making product or income claims which are ultimately associated with Cell Coil products, services or Cell Coil's compensation plan.

Independent Distributors using Company names, logos, trademarks, etc. on the internet or any other advertising medium, except as permitted by these policies and procedures will be subject to immediate discipline, including termination of Affiliate status.

22. Prohibition of Sales on Unauthorized Internet Sites.

An independent Affiliate is prohibited from selling or promoting Cell Coil products on internet shopping sites, internet auction sites, and internet classified listings including, but not limited to eBay, Amazon, Alibaba, and Craigslist. Any violation of this article will constitute grounds for commission suspension and/or termination of Affiliate status. All Warranties on Company products are limited and non-transferable. The Company disclaims all statutory and implied warranties to the extent permitted by law. Warranty benefits will extend only to the original purchaser unless express written permission has been provided by Cell Coil. The product warranty is limited to the express terms of the Consumer Limited Warranty and the Extended Consumer Limited Warranty.

23. No Spam Policy

It is specific Cell Coil policy to prohibit unsolicited email (spamming) or information by facsimile relating to Cell Coil's opportunity and products and services. The Company has a zero tolerance policy of spamming practices. Affiliates who violate Cell Coil's "no spam policy" are subject to termination, suspension or disciplinary action.

24. Retail Establishments

Cell Coil products or services may only be displayed and sold in retail establishments where the nature of the business is to make appointments with customers (such as salons, doctor's offices, and health clubs where appointments are made for personal training or classes are scheduled). The sale of such products or services within such retail facilities must be conducted by an independent Affiliate and must be preceded by a discussion where the independent Affiliate introduces the prospective client to the products or services and opportunity just as they would if they had met outside of the retail facility. Cell Coil produced literature, banners, or signage only may be displayed on a shelf, counter, or wall and must be displayed by itself. Products or services may not be sold from a shelf or taken from a display for purchase by a customer. Company products or services may not be sold in any retail establishment, even by appointment, if competitive products or services are sold in the establishment. From time to time, Cell Coil may announce policies and rules that expand or contract restrictions on sales in retail establishments.

25. Trade Shows

With written authorization from Cell Coil, Cell Coil products or services may be displayed at trade shows by independent Affiliates. Requests for participation in trade shows must be received in writing by Cell Coil at least two weeks prior to the show. Written authorization from Cell Coil must be received before participating in the trade show. Only Cell Coil produced marketing materials may be displayed or distributed. No

independent Affiliate may sell or promote Cell Coil products or services at flea markets, swap meets, or garage sales.

26. Vendor Confidentiality

Cell Coil's business relationship with its vendors, manufacturers and suppliers is confidential. An independent Affiliate will not contact directly or indirectly, or speak to or communicate with any representative of any supplier or manufacturers of Cell Coil except at a company sponsored event at which the representative is present at the request of Cell Coil. Violation of this regulation may result in termination and possible claims for damages if the vendor/manufacturer's association is compromised by the Affiliate contact.

Affiliate

Print full name

Date: _____

Signature

Email Address

Cell Coil

Print full name

Date: _____

Signature

Affiliate Agreement Duration

Start Date: _____ End Date: _____