

## **FSN Affiliate TERMS and CONDITIONS**

It is important to understand that many of these will apply to professional marketers who will build their own website to advertise our products. Advertisers who primarily use Instagram to advertise will find that many of these will not apply.

It is very important that every FSN Affiliate adhere to the highest standards of Ethical & Legal Conduct during your promotion..

Tracking is through your promo code, the code gets credit for the sale. Any purchases refunded will go against your commission.

The Federal Trade Commission has recently more clearly defined best practices for affiliate marketers, and it is our position that all Affiliates of FSN must use these guidelines and regulations as Standard Operating Procedure during their endorsement or promotion.

Step 1 – Download and Review the FTC Document for Endorsement Guidelines:

<http://ftc.gov/os/2009/10/091005revisedendorsementguides.pdf>

Step 2 – In addition to the FTC Guidelines, please observe the following Best Practices: When you promote, make sure you:

\*\* Disclose your affiliation with FSN when promoting the products and/or company on your website, social media, or in video format.

\*\* Include your relevant Privacy Policies on sites that you are promoting FSN with.

\*\* Include your Terms of Service on sites that you are promoting FSN with.

\*\* DO NOT SPAM (Do NOT send JUNK or UNQUALIFIED TRAFFIC to this offer)

\*\* Don't TWITTER SPAM or Social Media Spam

\*\* Don't misrepresent yourself as a "typical result" or as a "typical customer" when you promote products

\*\* Be transparent and authentic – We want all customers to be happy!

As previously noted: There will be NO commission payments on the first \$100 sold through your code each month. If the only purpose in joining this program is to get a commission on a sale for Personal USE of FSN, then we ask you to please not apply. We track every sale – and in cases where an Affiliate has a single sale to themselves, the commission will NOT be paid on that sale, except for any amount over \$100. That's simply NOT FAIR to the Affiliates who have promoted in good faith only to have one of their potential customers join the FSN Affiliate Program to get their own commission and cut the original Affiliate out.

There must be a sale through your promo code a minimum of once every 90 days to remain active.

Free annual vacation for two is reserved for those in the FSN Elite Tier. This will be for a max USD amount of \$2,800 and the purchase must be approved by FSN. Prior to booking a Release of Liability Form must also be signed by those traveling.

## **Terms & Conditions:**

FSN (hereinafter referred to as "The Company") Affiliate Agreement

### Definitions

Customer: The user purchasing from The Company site via an Affiliates Promo Code.

Affiliate/You: The publisher advertising links/promotions of The Company

### **Enrollment in the FSN Affiliate Program**

First, you need to submit a complete FSN Affiliate Program Application. We will evaluate your application and will notify you of your acceptance or rejection. If you do not immediately hear from us, don't assume that you have been denied. We receive hundreds of applications and process them at a certain pace. We also limit the amount of Affiliates. We may hold off on processing your application until there is a spot. But be patient, it doesn't mean that you've been denied. If we reject your application, you are welcome to reapply to the FSN Affiliate Program at any time.

### **Prohibited Sites/Verbiage**

Sites that promote sexually explicit material or violence.

Sites that promote discrimination based on race, sex, religion, national origin, or physical disability.

Sites that promote illegal activities.

Sites or verbiage making medical claims in regards to our products/services (ie. the curing or recession of an ailment)

### **Spam**

FSN Affiliate agrees to not utilize SPAM in promoting The Company. This action will result in the immediate termination of Affiliate account with a cancellation of any pending commissions. FSN Affiliate will also be in violation of The Company's Affiliate Agreement and subject to legal action and be held liable for any financial loss incurred by The Company. Any service interruptions to The Company's website as a result of FSN Affiliate spamming will be billed to Affiliate at 500 U.S. dollars per hour until service is restored. For the purpose of this agreement SPAM is defined as emailing ANYONE, in bulk or by single mailing, about The Company, who has not specifically requested the information directly from the FSN Affiliate. The ONLY exceptions to this are:

Mailing to APPROPRIATE OPT-IN mailing lists where the source does the mailing on Affiliates's behalf. However, use extreme caution when choosing an opt-in mailing list company! Using anything but the most reputable sources could generate spam complaints against Affiliate resulting in suspension or termination.

You may include information on The Company in email Acknowledgement Messages for orders and inquiries that you receive so long as it is stated upfront that you will be sending them an acknowledgement.

The Company also considers ANY type of advertisement about The Company posted to a Newsgroup or Chat Room not run by the Affiliate to be spam.

### **Promotion of Our Affiliate Relationship**

As an Affiliate, we will make available to you certain content and Links, which, subject to the terms and conditions hereof, you may display as often and in as many areas on your site or social media as you desire. The content and Links will serve to identify you as a member of our Affiliate Network and will establish a link from your site or social media to ours. The Company may repost, share or advertise content, for the purpose of promoting The Company, Affiliate Program, or Affiliate, without prior consent or financial compensation, that is posted by the Affiliate to their own social media or website, whether that content was originally supplied by FSN or the Affiliate themselves.

#### **Links:**

Subject to the terms of clause below, we will provide you with Links, which will consist of a graphic images or text provided by us (and subject to change from time to time in our sole discretion). These Links will connect your site or page directly to ours. By utilizing these Links, users of your site or page will be able to order directly from us, any product(s) that were described or referenced on your site.

#### **Agreements Regarding Links:**

In utilizing Links, you also agree that you will display on your site only those graphic images (indicating a Link) that are provided by us, or that are created in good taste by the Affiliate. All Links may be modified and/or expanded from time to time throughout the term of this Agreement pursuant to the mutual agreement of the parties hereto. Each Link connecting users of your site to the pertinent area of our site will in no way alter the look, feel or functionality of our site.

#### **PPC Bidding Rules**

TM and TM + Keyword are restricted: (Torched PreWorkout and Fire Science Nutrition).

PPC is only allowed on generic terms.

#### **Our Responsibilities**

We will be responsible for providing all information necessary to allow you to make appropriate Links from your site to our site. We will be solely responsible for processing every order placed by a customer following a special Link from your site, for tracking the volume and amount of sales generated by your site, and for providing information to Affiliate regarding sales statistics. We will be responsible for order entry, payment processing, shipping, cancellations, returns, and related customer service.

#### **Other Responsibilities and Opportunities of Affiliate Sites**

If you qualify and agree to participate as an Affiliate Site, you shall display Links prominently throughout your site as you see fit and with our consent.

#### **Contests and Promotions:**

As an Affiliate, you will be entitled to participate and promote on your site any sweepstakes, contests, and special promotions we may offer. In addition, you will be entitled to earn commissions as set forth.

Only offers and promotional tools provided explicitly by The Company for use on an Affiliate site are valid.

The unauthorized use of promotional offers taken from another website is strictly forbidden and may result in the termination of this agreement.

**Compliance with the Agreement:**

We have the right in our sole discretion to monitor your site at any time and from time to time to determine if you are in compliance with the terms of this Agreement.

We will monitor for FTC compliance to ensure disclosures are adequately added. Please ensure compliance by following the guidelines set by the FTC.

**Reports of Sales**

You will be sent a monthly commission for the entire amount due to the Affiliate from their respective sales. This will be based on the Tier in which you are qualified.

**Your Responsibilities**

You are solely responsible for ensuring that reviews, descriptions, and articles on your site comply with applicable copyright, FTC disclosure and other laws. You must have express permission to use another party's copyrighted or other proprietary material. We are not responsible for violations. For additional information on expectations around FTC disclosure please visit the FTC website.

**Policies and Pricing**

Customers who buy The Company's products through the Affiliate Program will be deemed to be customers of The Company. Accordingly, all of our rules, policies, and operating procedures concerning customer orders, customer service, and sales will apply to those customers. We may change our policies and operating procedures at any time. For example, we will determine the prices to be charged for our products sold under the Affiliate Program in accordance with our own pricing policies. Our prices and product availability may vary from time to time. Because price changes may affect products that you already have listed on your site or page, you should update pricing often or not include price information in your product descriptions.

**Publicity**

You shall not create, publish, distribute, or permit any written material that makes reference to us without first submitting such material to us and receiving our written consent, which we agree shall not be unreasonably withheld.

**Licenses and Use of the The Company's logos and Trademarks**

WE GRANT YOU A NON-EXCLUSIVE, NON-TRANSFERABLE, REVOCABLE RIGHT TO (i) ACCESS OUR SITE THROUGH THE LINKS IN ACCORDANCE WITH THE TERMS OF THIS AGREEMENT AND (ii) SOLELY IN CONNECTION WITH SUCH LINKS AND UNDER THE CONDITIONS PROVIDED FOR HEREIN, TO USE OUR LOGOS, TRADE NAMES, TRADEMARKS, AND SIMILAR IDENTIFYING MATERIAL RELATING TO US (COLLECTIVELY, THE "LICENSED MATERIALS"), FOR THE SOLE PURPOSE OF SELLING PRODUCTS ON YOUR SITE FOR THE COMPANY. YOU MAY NOT ALTER, MODIFY, OR CHANGE THE LICENSED MATERIALS IN ANY WAY WITHOUT WRITTEN PERMISSION. YOU ARE ONLY ENTITLED TO USE THE LICENSED MATERIALS WHILE YOU ARE A MEMBER IN GOOD STANDING OF THE AFFILIATE PROGRAM.

You shall not make any specific use of any Licensed Materials for purposes other than selling products on your site for The Company, without first submitting a sample of such to us and obtaining the prior written consent of The Company's Affiliate Program Manager, which shall not be unreasonably withheld. We reserve all of our rights in the

Licensed Materials and of our other proprietary rights. We may revoke your license at any time, by giving you written notice.

### **Lifetime Association**

Any customer that makes a purchase through your Affiliate site will be associated to you as a customer, so long as that customer is not associated to The Company or another Affiliate from a prior purchase. If an Affiliate is inactive in the Program for a period of 90 days, with no sales to new customers, The Company reserves the right to remove the customer lifetime association of all Affiliate customers and place that association directly with The Company.

Promotion or sale of FSN products through Google Shopping, Amazon, Ebay, or other Product Listing Ads or Sites (owned or not owned by you), are not allowed unless express written permission is provided by FSN.

### **CONFIDENTIALITY & NON-DISCLOSURE AGREEMENT**

The Company proposes to disclose certain of its confidential and proprietary information (the "Confidential Information") to Affiliate. Confidential Information shall include all data, materials, products, production methods, proprietary vendors, technology, computer programs, specifications, manuals, business plans, software, marketing plans, financial information, training materials and other information disclosed or submitted, orally, in writing, or by any other media, to Legionnaire by The Company. All Information disclosed orally shall be considered Confidential Information, unless identified as non-confidential by The Company at the time of disclosure. Nothing herein shall require The Company to disclose any of its information.

Affiliate agrees that any Confidential Information disclosed by The Company will not be shared with others in person, by email, or through social media. Affiliate agrees that Information sent to Affiliate from The Company will not be photographed, recorded or reproduced in any way on social media. This includes but is not limited to Affiliate training material, e-mail correspondence, written correspondence.

Affiliate agrees that the Confidential Information is to be considered confidential and proprietary to The Company and Affiliate shall hold the same in confidence, shall not use the Confidential Information other than for the purposes of its business with Company, and shall disclose it only to its officers, directors, or Affiliate with a specific need to know and only disclosed as instructed by The Company. Affiliate will not disclose, publish or otherwise reveal any of the Confidential Information received from The Company to any other party whatsoever except with the specific prior written authorization of The Company. Affiliate shall not duplicate confidential Information furnished in tangible and non-tangible form except for purposes of this Agreement. Upon the request of The Company, Affiliate shall return all Confidential Information received in written or tangible form, including any information, copies, or reproductions, taken from firesciencenutrition.com, within fifteen (15) days of such request. If the Affiliate discloses, publish, or otherwise reveal any information, media, or idea, from firesciencenutrition.com, the Affiliate agrees to pay \$5,000 US dollars to Company as and for liquidated, estimated and stipulated damages, to be paid within thirty (30) calendar days. At Affiliate 's option, Affiliate may destroy any documents or other media developed by the Affiliate containing Confidential Information. Affiliate shall provide a written certificate to The Company regarding destruction within ten (10) days thereafter.

The obligations of Affiliate herein shall be effective indefinitely from the date that the Affiliate Agreement between The Company and Affiliate terminates. Further, the obligation not to disclose shall not be affected by bankruptcy, receivership, assignment, attachment or seizure procedures, whether initiated by or against Affiliate, nor by the rejection of any agreement between The Company and Affiliate, by a trustee of Affiliate in bankruptcy, or by the Affiliate as a debtor in possession or the equivalent of any of the foregoing under local or federal law.

This Agreement shall be governed and construed in accordance with the laws of the United States and the state of Utah; in the event of any conflict, the law of Utah will govern. Affiliate consents to the jurisdiction of the Circuit Court

for Utah County, Utah, and the U.S. District Court for the District of Utah for any dispute arising out of this Agreement. Affiliate agrees that in the event of any breach or threatened breach by Affiliate, The Company may obtain, in addition to any other legal remedies which may be available, such equitable relief as may be necessary to protect The Company against any such breach or threatened breach and reimbursement of The Company's attorneys' fees and costs.

Affiliate may not at any point disclose any sales, financial figures, cost or profit with anyone within The Company or outside of it without written consent of The Company. This is included but not limited to sales figures, sales tracking methods, customer counts, company growth, incentive programs, sales contests or events. Disclosing such information to another Affiliate or an external party will be considered a material breach of this Agreement and subject the Affiliate to damages, injunctive relief and reimbursement of The Company's attorneys' fees and costs.

## **SALES REPRESENTATIVE AGREEMENT**

The Company is in the business of formulating, manufacturing, marketing, and selling of nutritional products, supplements and branded apparel and accessories. Affiliate is in the business of marketing and promoting products of The Company. The Company and Affiliate desire to enter into a business relationship subject to the terms and conditions set forth below.

The Company engages Affiliate, and Affiliate agrees to be engaged, to The Company. The term of this Agreement shall commence on the date hereinabove and shall continue through its termination. Either party may terminate this Agreement without cause. Affiliate agrees to provide thirty (30) days' advance written notice of termination. The Company may terminate this Agreement without advance notice. Affiliate acknowledges that he/she is an independent contractor and that no employer-employee relationship, joint venture, partnership or agency relationship is created by this Agreement.

### **Non-Compete:**

Affiliate agrees not to directly or indirectly compete with the businesses of The Company and its subsidiaries and affiliates, to include, but not limited to Fire Science Nutrition Company LLC, or any other business owned or partially owned by Brady Johnson, and/or William Scott, during the term of this agreement for a period of two (2) years following termination of this Agreement within the Territory and notwithstanding the cause or reason for the termination of this agreement.

The term "non-compete" as used herein shall mean that the Affiliate shall not own, manage, operate, consult with, officially represent, or be employed by or in a business substantially similar to or competitive in any way with the business of The Company, its subsidiaries, affiliates, or such business activity in which the Company may substantially engage during the term of this agreement and for a period two (2) years following this agreement. You may still be an affiliate for a fitness company as long as it doesn't directly compete; this would include an apparel company or a company with physical items such as fitness or firefighting equipment. You may not however, be an Affiliate for another supplement company at the same time or start your own supplement company for 2 years after terminating your time as an FSN Affiliate.

### **Non-Solicitation of Customers:**

Affiliate agrees not to solicit or attempt to solicit, directly or indirectly, for any purpose that is not in the interest of The Company, any customers of The Company with which Affiliate had any contact during the term of this Agreement, whether or not the customer is located within the Territory, during the term of this Agreement and for a period of two (2) years following termination of this Agreement, and notwithstanding the cause or reason for the termination of this

Agreement. Affiliate agrees that The Company has good will among its customers. Affiliate agrees that the temporal restrictions of this provision are reasonable.

This Agreement is binding upon, and in-turn, to the benefit of the parties, their successors, subsidiaries, affiliates, and personal representatives.