

LIFETIME AFFILIATE PROGRAM AGREEMENT

The Company operates the Sellavi, Inc. Lifetime Affiliate Program (the “**Affiliate Program**”) to incentivize and encourage the referral of new customers to the Company. This Lifetime Affiliate Program Agreement (this “**Agreement**”) is by and between SELLAVI, INC., a Delaware corporation (the “**Company**”), and the person or entity who completes a Registration Form (as defined below) to participate in the Affiliate Program that is accepted by the Company (the “**Affiliate**”), and describes the terms and conditions that shall govern such Affiliate’s participation in the Affiliate Program.

1. AFFILIATE PROGRAM REGISTRATION.

To register for the Affiliate Program, Affiliate must complete and submit to the Company an Affiliate Program Registration Form (the “**Registration Form**”). The Registration Form is included on the Company’s website at <http://www.sellavi.com>. The Company reserves the right to approve or reject any Registration Form in its sole and absolute discretion. The Affiliate will have no legal recourse against the Company for the rejection of the Affiliate’s Registration Form. The Company further reserves the right to discontinue or change the nature, features, function, scope, or operation of any services offered or the Affiliate Program, at any time in the Company’s sole discretion.

2. TERM AND TERMINATION

The term of this Agreement with respect to Affiliate shall commence upon the Company’s acceptance of Affiliate’s Registration Form. Either Company or Affiliate may terminate this Agreement and Affiliate’s participation in the Affiliate Program at any time, with or without cause, effective immediately upon notice to the other party. For the avoidance of doubt, if the Company terminates Affiliate’s participation in the Affiliate Program, then such termination shall apply to every customer ever referred to the Company by Affiliate.

During the term of Affiliate’s participation in the Affiliate Program, if Affiliate fails to refer a Referred Customer (as defined below) to the Company using Affiliate’s Referral Link (as defined below) or Promo Code (as defined below) for ninety (90) consecutive calendar days, then Affiliate’s participation in the Affiliate Program shall automatically terminate, and Affiliate’s Referral Link and Promo Code shall be disabled.

Affiliate will forfeit all rights to receive unpaid Commissions (as defined below) that may have accrued to Affiliate if this Agreement is terminated as a result of Affiliate’s failure to comply with the terms of this Agreement or any policies and procedures of the Affiliate Program that may be established and amended by the Company in its discretion from time to time. If this Agreement is terminated by the Company for any other reason, or voluntarily terminated by Affiliate, Affiliate will have a right to receive its accrued Commissions earned through the effective date of termination. If Affiliate’s participation in the Affiliate Program is terminated for any or no reasons, and if the Referral Link or Promo Code remain active after such termination and a new customer of the Company uses the Affiliate’s Referral Link or Promo Code after Affiliate’s participation in the Affiliate Program has terminated, then no Commission will be due to Affiliate with respect to such customer’s use of Affiliate’s Referral Link or Promo Code after termination.

The Company shall have the right to withhold final payment of the Commissions for sufficient time in order to assure that the amount paid to Affiliate is accurate. If, following final payment of the Commissions, the Company determines that the amount of Commissions paid to Affiliate was in excess of what otherwise should have been owed by the Company under this Agreement as a result of any adjustment or reason, the Company shall have all legal right to receive a refund from Affiliate of such overpaid Commissions.

3. FINANCIAL RESPONSIBILITIES

Affiliate will be fully and solely responsible for all costs and expenses incurred by Affiliate in connection with Affiliate’s participation in the Affiliate Program, including, but not limited to, all costs associated with the creation, hosting, modification, and improvement to Affiliate’s website, blog posts, social media pages, or other online content created by Affiliate (collectively, “**Affiliate’s Platforms**”), costs of search engine placement, email marketing costs, and other Internet marketing, costs of inserting the Referral Link (as defined below) into Affiliate’s Platforms, offline

marketing costs, postage costs, and all other costs and expenses, and Affiliate hereby releases and holds the Company harmless from and against the same. The Company makes no representations and warranties regarding potential income that may result from Affiliate's participation in the Affiliate Program and specifically disclaims any and all warranties relative to earning potential as a result of Affiliate's participation in the Affiliate Program.

4. AFFILIATE'S REFERRAL LINK AND PROMO CODE

As a participant in the Affiliate Program, Affiliate will have the right to place a link on one or more of Affiliate's Platforms directing users to the Company's website (the "**Referral Link**") and to share a promotional code linked to Affiliate's Affiliate Program account with potential Referred Customers (the "**Promo Code**"). The Company will make the Referral Link and Promo Code available to Affiliate, but may terminate and disable the Referral Link and Promo Code and terminate Affiliate's participation in the Affiliate Program at any time for any or no reason. Affiliate will cooperate with the Company in the establishment and placement of Referral Links and Promo Code on Affiliate's Platforms. Affiliate will not modify the Referral Link, Promo Code, or other materials that the Company provides to Affiliate or the placement of the Referral Link or Promo Code on Affiliate's Platforms without the Company's prior written consent. If the Company discontinues the Affiliate Program, or if this Agreement is terminated by either party for any reason, Affiliate will immediately delete all Referral Links and Promo Code references from all Affiliate Platforms. Affiliate will use its best efforts to (i) promote and market the Company, and (ii) identify prospective customers for the Company.

5. COMPENSATION

The Company shall pay Affiliate a commission calculated as set forth in this Section 5 ("**Commissions**") for each customer who accesses the Company's website through Affiliate's Referral Link and purchases subscription services from the Company using Affiliate's Promo Code (each such customer using the Promo Code and Referral Link associated with Affiliate, a "**Referred Customer**").

For each Referred Customer who purchases subscription services from the Company, the Company shall pay a Commission to Affiliate equal to twenty percent (20%) of the net revenues actually received by the Company from the Referred Customer with respect to such subscription services. If the Referred Customer purchases other non-recurring services, products, or tools from the Company that are not subscription services, there shall be no Commission due to Affiliate with respect to such non-recurring services, products, or tools ordered by the Referred Customer. Commissions shall be deemed earned by Affiliate only if the Referred Customer uses the Promo Code linked to Affiliate's Affiliate Program account. For the avoidance of doubt, if a purported Referred Customer fails to use Affiliate's unique Promo Code, then the Company shall have no obligation whatsoever to pay a Commission to Affiliate with respect to such allegedly Referred Customer. If Affiliate refers a potential Referred Customer to the Company and the potential Referred Customer either (i) fails to sign up for any products, services, or tools of the Company for twenty five (25) consecutive calendar days, or (ii) signs up for products, services, or tools of the Company, but fails to pay, or stops paying, the Company for twenty five (25) consecutive calendar days, then no Commissions shall thereafter be earned by Affiliate or paid by the Company with respect to such Referred Customer.

Commissions shall not include any sales tax or other special service fees, such as late charges, collection costs, imports/export duties, and any other payment made to the Company. The Company reserves the right to change and amend the Commission rate structure at any time, in the Company's sole discretion.

In no event will Commissions be calculated based upon amounts that are attributable to credit card fraud, credits given to Referred Customers, or orders cancelled by a Referred Customer. The Company reserves the right to offset and deduct amounts from Commissions in subsequent months for any Commissions that were overpaid or later subject to reduction. The Company will pay Commissions only upon collection of such revenues by the Company from Referred Customers. Affiliate has no right to Commissions until the applicable Referred Customer has paid the Company. Only purchases that are made through the Company's online ordering process and using Affiliate's Promo Code will count towards Commission calculations.

The Company will pay Commissions to the Affiliate on or before ten (10) business days after the Company receives payment from a Referred Customer. The Company does not guarantee an exact date of payment. All payments will be made via wire, ACH transfer, or other form of electronic funds transfer as determined in the Company's discretion.

6. CUSTOMERS

The Company will be responsible for handling all inquiries, orders, billing, and collection matters relative to Referred Customers; provided, however, that the Affiliate shall be responsible for ensuring that the first payment to be made by the Referred Customer to the Company is actually timely and fully paid and the Affiliate shall be primarily responsible for the collection thereof. Pricing of the Company's products and services is totally within the Company's discretion and the Company reserves the right to change the pricing structure, terminate any special offers, discontinue products or services, or change the terms under which products or services are offered at any time, without any advanced notice to Affiliate or users accessing the Company's site. The Company will have no obligation to provide Affiliate with any specific information relative to any Referred Customer, regardless of whether the Referred Customer accesses the Company's website through the Affiliate's Referral Link or Promo Code. The Company is not responsible for the failure to assign any Commission to Affiliate to the extent such failure results from the improper formatting of the Referral Link or improper use of the Promo Code.

When a Referred Customer signs up for an account and purchases products or services from the Company, Affiliate shall not have any rights, title, or interest in or to the Referred Customer's account with the Company and the Affiliate shall not retain any access to or control of such Referred Customer's account with the Company. For the avoidance of doubt, Affiliate hereby disclaims all rights, title, and interest in and to each and every Referred Customer's account created with the Company as a result of such Referred Customers using Affiliate's Referral Links and Promo Code; provided, however, that the foregoing shall not be construed to prohibit Affiliate from temporarily accessing Referred Customer's account with the Company for the purpose of initially setting up Referred Customer's account and online store with the Company; provided further, however, that such temporary access for initial setup shall not be construed to provide Affiliate with any rights, title, or interest in or to Referred Customer's account or online store.

All parties who make purchases or subscribe to the Company's products or services through the Company's website, regardless of whether they reached the Company's website through a Referral Link or Promo Code, are deemed to be the Company's customers and not Affiliate's customers relative to the Company's products and services. The Company will have the right to contact customers and send future marketing offers to them. Affiliate will have no right to Commissions on subsequent purchases of non-recurring products, services, or tools that may be made by Referred Customers, except for subsequent purchases of subscription services that may be traced at the time of purchase through Affiliate's Promo Code. Additionally, all such customers and purchases will be subject to the Company's policies, procedures, rules, and regulations, and Affiliate has no right or authority to amend or offer any different offers relative to the purchase of products and services from the Company's website. The Company, however, reserves the right to amend any of its terms, conditions, policies, procedures, pricing, payment policies, collection policies, and all other items relative to the Company's business and sale of products and services at any time in its sole discretion.

7. COMPANY INTELLECTUAL PROPERTY

Affiliate shall not have any right to use, distribute, reproduce, modify, or amend any trademarks, logos, copyrighted material, or any other intellectual property of the Company (the "Company IP"). The parties agree and acknowledge that the Company shall retain all rights, title, and interest in and to the Company IP, as well as all goodwill and other value associated with the Company IP. Affiliate agrees not to take any action that is contrary to or inconsistent with the Company's rights to the Company IP.

8. AFFILIATE'S PLATFORMS

Affiliate is responsible for all matters pertaining to the Affiliate's Platforms including their development, maintenance, operation, and placing of the Referral Link and Promo Code on Affiliate's Platforms in cooperation with the Company. Affiliate is completely responsible for all items that appear on Affiliate's Platforms and for assuring that such items do not infringe upon or violate the rights of any other party. The Company is not responsible for any matter pertaining to the Affiliate's Platforms or the content thereof and Affiliate holds the Company harmless and indemnifies the Company from any and all claims, suits, threats, demands, liabilities, actions, causes of action related in any way to Affiliate's Platforms and business. Affiliate represents and warrants to the Company that Affiliate's Platforms do not and will not contain any materials that are illegal and are not operated for an illegal purpose or in an illegal manner.

9. REPRESENTATIONS AND WARRANTIES

Affiliate hereby represents and warrants to the Company that: (i) Affiliate's participation in, and creation, maintenance, and operation of Affiliate's Platforms in connection with its participation in the Affiliate Program, does not violate any applicable laws, ordinances, rules, regulations, orders, licenses, permits, guidelines, codes of practice, industry standards, self-regulatory rules, judgments, decisions, or other requirements of any governmental authority that has jurisdiction over Affiliate (including all such rules governing communications, data protection, advertising, and marketing); (ii) Affiliate is over the age of 18 (if Affiliate is an individual) and has the power and authority to enter into this Agreement; (iii) Affiliate is not the subject of U.S. sanctions; and (iv) the information provided by Affiliate in the Registration Form is accurate and complete and Affiliate will update such information as needed.

10. COMPLIANCE WITH LAWS

In addition to, and without limiting the provisions of this Agreement, Affiliate will perform its obligations under this Agreement in accordance and in compliance with all applicable laws, rules, and regulations, including obtaining any licenses required in order for Affiliate to operate and to promote the products or services associated with Affiliate's participation in the Affiliate Program and performance of all obligations under this Agreement. Further, Affiliate agrees to abide by all terms, conditions, policies, and procedures as may be set forth by the Company on the Company's website from time to time.

Affiliate further acknowledges the United States Federal Trade Commission (the "**FTC**") has set forth certain rules, regulations, and guidelines governing endorsements and testimonials. Full compliance with the FTC guidelines requires, among other things, that (a) Affiliate clearly and conspicuously disclose that Affiliate is being compensated for referring customers to the Company, and (b) Affiliate not engage in misleading or deceptive advertising. Without limiting the generality of the foregoing, Affiliate agrees to comply with all FTC rules, regulations, and guidelines in connection with its participation in the Affiliate Program and performance of all obligations under this Agreement.

11. DUTY TO INFORM

Affiliate will promptly inform the Company and any of its applicable Related Parties (as defined below) of any information known by Affiliate that could reasonably lead to a claim, demand, or liability against the Company or any of its Related Parties by any third-party.

12. MODIFICATIONS

The Company reserves the right, in its sole and absolute discretion, to cancel or modify any terms and conditions of the Affiliate Program or this Agreement upon notice to the Affiliate. Notice of any changes may be given via email to Affiliate or by posting such changes on the Company's website, as determined in the Company's sole discretion. Such changes and modifications will take effect upon transmission of the email or posting on the Company's website. Affiliate may terminate participation in the Affiliate Program in the event that any of these modifications are unacceptable to the Affiliate and such termination shall be Affiliate's sole and exclusive remedy. In the event that Affiliate continues to participate in the Affiliate Program following such modifications, Affiliate will be deemed to accept any and all such changes.

13. LIABILITIES

THE AFFILIATE PROGRAM, THE COMPANY'S WEBSITE, AND ANY PRODUCTS AND SERVICES OFFERED ON THE COMPANY'S WEBSITE ARE PROVIDED "AS IS" AND "AS AVAILABLE." THE COMPANY HEREBY DISCLAIMS ANY AND ALL WARRANTIES AND LIABILITY RELATED TO ANY DOWNTIME OR FAILURE FOR USERS TO BE ABLE TO ACCESS THE COMPANY'S WEBSITE OR USE THE REFERRAL LINK. FURTHERMORE, THE COMPANY SHALL NOT BE RESPONSIBLE FOR AND HEREBY DISCLAIMS ANY AND ALL WARRANTIES RELATED TO THE COMPANY'S WEBSITE, THE AFFILIATE PROGRAM, AFFILIATE'S PARTICIPATION IN THE AFFILIATE PROGRAM, THE AFFILIATE'S

ABILITY TO MAKE ANY COMMISSIONS OR OTHERWISE PROFIT THROUGH PARTICIPATION IN THE AFFILIATE PROGRAM, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF FITNESS FOR ANY PARTICULAR PURPOSE OR MERCHANTABILITY, NON-INFRINGEMENT, OR ANY CLAIM MADE BASED UPON THE COMPANY'S COURSE OF DEALING OR USAGE OF TRADE. THE COMPANY DOES NOT REPRESENT OR WARRANT THAT THE COMPANY'S WEBSITE WILL BE ERROR FREE OR THAT IT WILL FUNCTION WITHOUT INTERRUPTION. THE COMPANY SHALL HAVE NO LIABILITY WHATSOEVER RELATED TO THE TERMS AND CONDITIONS OF ANY RELATIONSHIP BETWEEN AFFILIATE AND A REFERRED CUSTOMER.

THE COMPANY AND ITS RELATED PARTIES SHALL NOT BE RESPONSIBLE FOR ANY DIRECT OR INDIRECT DAMAGES OR LIABILITIES OF ANY NATURE, INCLUDING, BUT NOT LIMITED TO, INCIDENTAL, CONSEQUENTIAL, INDIRECT, OR SPECIAL DAMAGES, LOSS PROFITS, LOST BUSINESS OPPORTUNITY, OR ANY OTHER DAMAGES, REGARDLESS OF WHETHER THE COMPANY WAS OR HAS BEEN ADVISED OF THE POSSIBILITY OF THE SAME AND TOOK NO ACTION TO PREVENT THE SAME. AFFILIATE HEREBY WAIVES ANY RIGHT OR REMEDY IN EQUITY, INCLUDING THE RIGHT TO SEEK SPECIFIC PERFORMANCE OR INJUNCTIVE OR OTHER EQUITABLE RELIEF IN CONNECTION WITH THIS AGREEMENT. NOTHING IN THIS PARAGRAPH WILL OPERATE TO LIMIT LIABILITIES THAT CANNOT BE LIMITED UNDER APPLICABLE LAW.

WITHOUT LIMITING THE FORGOING, THE COMPANY'S TOTAL LIABILITY FOR ANY DAMAGES ARISING HEREUNDER SHALL NEVER EXCEED THE TOTAL COMMISSIONS PAID AND PAYABLE BY THE COMPANY TO AFFILIATE PURSUANT TO THE TERMS HEREOF IN THE PRECEDING ONE YEAR.

14. CONFIDENTIALITY

Any information relating to the Company or any of its Related Parties that is provided by the Company or made accessible to Affiliate in connection with the Affiliate Program that is not known to the general public or that reasonably should be considered to be confidential is the Company's "**Confidential Information**" and will remain the Company's exclusive property. Affiliate agrees to hold such Confidential Information in the strictest of confidence and not to disclose such Confidential Information to any other party except to the extent necessary for Affiliate to perform its obligations under this Agreement. Affiliate will use Confidential Information only to the extent reasonably necessary for Affiliate's performance under this Agreement and ensure that all persons or entities who have access to Confidential Information in connection with Affiliate's account will be made aware of and will comply with the confidentiality obligations in this provision. This restriction will be in addition to the terms of any confidentiality or non-disclosure agreement between the parties and will apply for the term of the Agreement and 5 years after termination.

15. INDEMNIFICATION

To the maximum extent permitted by applicable law, Affiliate hereby indemnifies and holds the Company, and all of the Company's stockholders, officers, directors, employees, contractors, affiliates, agents, successors and assigns (collectively, its "**Related Parties**"), harmless from and against any and all claims, liabilities, damages, actions, causes of action, suits, threats, demands, settlements, including all costs and attorney fees related thereto, to the extent that such claim is based upon or arises out of (i) Affiliate's breach of any term of this Agreement or any policy of the Company; (ii) Affiliate's negligence or willful misconduct; (iii) any claim related directly or indirectly to Affiliate's use, operation, or the content of Affiliate's website; (iv) any third-party claim that Affiliate's products or services infringe upon the intellectual property or other rights of a third-party; (v) any taxes owed by Affiliate; (vi) the performance, non-performance, or improper performance of Affiliate's products or services; and (vi) any breach of applicable law, rule, or regulation.

16. GOVERNING LAW

This Agreement shall be interpreted under the laws of the state of Florida, and any and all legal actions relative hereto shall be in the courts of Florida.

17. RELATIONSHIP OF THE PARTIES

The parties hereto are independent contractors, and nothing contained herein shall be interpreted as creating any relationship other than that of independent contracting parties. The parties shall not be construed as being partners, joint venturers, shareholders, employer/employee, or agent/servant. Affiliate has no power or authority to act on behalf of the Company or to bind the Company to any obligation, agreement, debt or liability, and Affiliate shall not hold itself out as an agent or representative of the Company. Affiliate shall be responsible for all taxes and fees (including banking fees) applicable to the Commission.

18. NOTICES

Notices to the Company shall be by email to Sellavi.US@sellavi.com. Notices to the Affiliate shall be by email to the email address listed on the Affiliate's Registration Form or by posting such notices on the Company's website. It shall be Affiliate's responsibility to check the Company's website periodically to monitor all notices set forth thereon.

19. ASSIGNMENT

This Agreement is only for the benefit of the party that the Affiliate lists in the Registration Form. The Affiliate shall have no right to assign this Agreement or any benefits or obligation hereunder to any other party or legal entity. Any attempted assignment shall be void.

20. ENTIRE AGREEMENT; WAIVER; SEVERABILITY

This Agreement sets forth the entire agreement and understanding between the parties with respect to the subject matter hereof and supersedes any and all prior discussions, understandings, agreements, representations, warranties, or covenants between the parties related to the subject matter hereof. Any waiver of a breach or default under this Agreement shall not constitute a waiver of any subsequent or other breach or default and shall not serve to modify the agreements set forth herein. If any provision or term of this Agreement is held to be invalid for any reason, it shall not affect the enforceability of the remainder of this Agreement or any other term or condition of this Agreement.

21. ELECTRONIC COMMUNICATIONS, TRANSACTIONS AND SIGNATURES

You consent to receive communications from us through electronic means (e.g., email), and agrees that all agreements, notices, disclosures, and other communications we provide to you electronically such as via email, satisfy any legal requirement that such communication be in writing. THE PARTIES CONSENT AND AGREE THAT THE TERMS OF THIS AGREEMENT MAY BE AGREED TO ELECTRONICALLY AND, TO THE EXTENT A PARTY AGREES TO THE TERMS AND CONDITIONS OF THIS AGREEMENT USING ELECTRONIC SIGNATURE TECHNOLOGY OR BY CLICKING "SIGN" OR "ACCEPT," SUCH PARTY IS SIGNING THIS AGREEMENT ELECTRONICALLY, AND ANY SUCH ELECTRONIC SIGNATURE OR ELECTRONIC ACCEPTANCE SHALL BE TREATED, FOR PURPOSES OF VALIDITY, ENFORCEABILITY AND ADMISSIBILITY, THE SAME AS HAND-WRITTEN SIGNATURES, AND SHALL BE VALID AND AS EFFECTIVE TO BIND THE PARTY SIGNING OR ACCEPTING SUCH TERMS AS A PAPER COPY BEARING SUCH PARTY'S HANDWRITTEN SIGNATURE. You hereby waive any right or requirement under any applicable laws which require an original signature or delivery or retention of non-electronic records. By providing any cell phone number to us, you authorize us to contact you at that number, including through an automated dialing system, prerecorded messages, or text messages (even if charges may be incurred) regarding matters relevant to this Agreement, other services we provide to you, or for promotional purposes. Communications and privacy practices are subject to our posted Terms and Privacy Policy at <https://www.sellavi.com>.

EACH PARTY ACKNOWLEDGES AND AGREES THAT SUCH PARTY HAS CAREFULLY READ THIS AGREEMENT AND UNDERSTANDS ITS TERMS, AND ENTERS INTO THIS AGREEMENT KNOWINGLY AND VOLUNTARILY, WITH THE INTENT TO BE BOUND THEREBY, AND NOT IN RELIANCE ON ANY PROMISES OR REPRESENTATIONS OTHER THAN THOSE CONTAINED IN THIS AGREEMENT.

Last Updated December 13, 2024.

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