

AFFILIATE AGREEMENT

This Affiliate Agreement (the “**Agreement**”) sets forth the terms and conditions affiliates (hereinafter “**Affiliate Partner**”) to participate in the Affiliate Program of Point on Beauty, LLC (hereinafter “**POB**”).

Unless otherwise specified in writing, the sole objective of this Agreement is to compensate Affiliate Partner when a qualifying retail product purchase that is solely referred to POB by Affiliate Partner pursuant to the terms of this Agreement makes a purchase at EducateYourSkin.com (“**Qualifying Purchase**”).

Effective Date; Term Of Agreement: The effective date of this Agreement shall be the date of user acceptance and shall terminate at the earlier of the following: (a) six (6) months from the effective date of this Agreement unless otherwise extended through written agreement; (b) any material breach of this Agreement by Affiliate Partner; or (c) any party provides written notice of intent to terminate this Agreement, with or without cause, on thirty (30) days written notice to the other party.

Non-Exclusivity: It is understood that POB may have other Affiliate Partners that participate in its Affiliate Program.

Affiliate Payment: POB will pay an “**Affiliate Payment**” to Affiliate Partner for any Qualifying Purchase at EducateYourSkin.com as a direct result of Affiliate Partner’s efforts. The manner of calculating the Affiliate Payment is described and set forth in **Appendix “A.”**

Expense Reimbursement: Neither party will reimburse the other or its agents for any expenses incurred in the course of conducting business with each other unless specifically authorized in writing by both parties.

Relationship Of The Parties: The parties agree that the relationship between them is that of independent contractor and that no party shall have any authority to represent or bind any other and that no party shall hold itself out or have any authority as an agent of any other for any purpose whatsoever. Nothing herein shall be construed as creating a principal and agent, joint venture, or any other type of relationship besides non-exclusive independent contractor between POB and Affiliate Partner.

Both parties shall remain solely responsible for the payment of all wages and benefits for its own employees, agents, and independent contractors, and shall be responsible for the withholding or payment of any payroll deductions or taxes, or the provision of workers’ compensation or unemployment insurance coverage, for or on behalf of its own employees or for any payment or expense in respect of claims arising under its employee benefit plan (if any).

Indemnification: Affiliate Partner shall indemnify, defend and hold harmless POB from any and all liability, loss, claim, lawsuit, injury, cost, damage or expense whatsoever (including reasonable attorney’s fees and court costs) arising out of, incident to or in any manner occasioned by, the performance or nonperformance of any duty or responsibility under this Agreement by Affiliate Partner, or any of its employees, agents, contractors or subcontractors; provided, however, that Affiliate Partner shall be liable for any liability arising from, in connection with or related to any willful act or omission on the part of POB. This indemnification provision is in addition to any common law rights to contribution existing under the laws of California which POB may have against Affiliate Partner.

Governing Law; Venue; Attorney’s Fees: This Agreement shall be governed by, and construed and enforced in accordance with the laws of the State of California, without application of conflict of law rules. Any action arising out of or related to this Agreement shall be brought in the state or Federal courts located in Los Angeles County, California and the parties consent to the jurisdiction and venue of such courts. In any litigation arising under the terms and conditions of this Agreement, the prevailing party shall be entitled to recover its reasonable attorney’s fees and expenses in addition to the amount of any judgment.

Authority: Affiliate Partner warrants to POB that (a) it has the right to enter into this Agreement; and (b) it has no obligations to any other person or entity which are in conflict with its obligations under this Agreement.

Assignment: No party shall assign any of its rights or obligations under this Agreement without the prior written consent of the other party. The only exception is that POB may unilaterally assign this Agreement to an affiliate, successor or assign in a change of corporate control that does not materially affect the duties of the other party hereunder. This Agreement is entered into solely for the benefit of the parties hereto, and nothing in this Agreement whether, express or implied, is intended to confer any rights or remedies on any other person or party other than the parties hereto and their respective successors and assigns.

Remedies Cumulative; Waiver: All remedies specified herein or otherwise available shall be cumulative and in addition to any and every other remedy provided hereunder or now or hereafter available. No term or condition of this Agreement shall be deemed to have been waived or estopped against the enforcement of any provision of this Agreement, except by written instrument of the party charged with such waiver or estoppel. No such written waiver shall be deemed a continuing waiver unless specifically stated therein, and each such waiver shall operate only as to the specific term or condition waived and shall not constitute a waiver of such term or condition for the future or as to any act other than that specifically waived.

Integration: This Agreement supersedes all prior agreements or understandings of the parties, formal or informal, relating to the subject matter of this Agreement. No addition, amendment, or modification of this Agreement shall be valid or binding upon the parties unless made in writing and executed by both parties.

Severability: If any term, condition or provision of this Agreement shall be declared, to any extent, invalid or unenforceable, the remainder of the Agreement, other than the term, condition or provision held invalid or unenforceable, shall not be affected thereby and shall be considered in full force and effect and shall be valid and be enforced to the fullest extent permitted by law.

Survival: The parties' obligations under this Agreement, which by their nature continue beyond termination, cancellation or expiration of this Agreement, shall survive termination, cancellation or expiration of this Agreement.

Counterparts: This Agreement may be executed in two or more counterparts, each of which will be deemed an original and all of which together will constitute one instrument.

APPENDIX A

TERMS AND CONDITIONS OF AFFILIATE PROGRAM AND PAYMENT

1. Commissions and Payouts

Affiliate Partners earn between a 0 to 25% commission on all retail product purchases when a customer uses Affiliate Partner's affiliate link. Commissions are paid after 30 days of order shipment. Payouts are issued on the 15th of every month via check or PayPal on all eligible commissions. The minimum payout amount is \$100.

2. Affiliate Program Summary

- Affiliate Partners are provided with a portal to generate referral links, track commissions, and view statistics;
- Affiliate Partners receive a variable commission on every product sold;
- Commissions are earned on qualifying products only;

- POB uses a sixty (60) day tracking cookie to credit Qualifying Purchase referrals. Once a user visits the site from Affiliate Partner's referral link, the referee has 60 days to complete a Qualifying Purchase in order for Affiliate Partner to receive credit for the referral.
- The first Affiliate Partner to refer a Qualifying Purchase will receive credit.
- Affiliate Partners earn a lifetime commission from all future purchases by referrals at EducateYourSkin.com
- After reaching \$100 in commissions, Affiliate Partners must verify their legal name and Tax ID. All Affiliate Partners are issued a 1099.
- Once a user is associated with an Affiliate Partner, they cannot be referred by another Affiliate Partner.

3. Referral Cookie Lifetime

When a potential Qualifying Purchaser clicks on Affiliate Partner's referral link, a cookie is stored in their browser to track the referral. The cookie is then stored for a generous 60 days to give Affiliate Partner's Qualifying Purchaser time to decide to make a purchase, or ask POB any pre-sale questions. **NOTE: A referral will not be awarded if: the Qualifying Purchaser uses another device to purchase the ticket than the one he/she originally used to visit POB's registration website (because the cookie does not exist in that browser).**

4. Direct Link Tracking

POB offers direct link tracking, so Affiliate Partner can skip the referral link when it links to POB's registration website from Affiliate Partner's website. Affiliate Partner can submit a direct link to its own website in the Settings tab of its Affiliate Area. POB will review Affiliate Partner's direct link submission, and when it is approved, Affiliate Partner no longer needs to use a referral link when linking to NeridaJoy.com directly from Affiliate Partner's website.