

## VASYLI MEDICAL AFFILIATES OPERATING PROGRAM AGREEMENT

This Agreement contains the complete terms and conditions that apply to a medical practitioner's participation in the Vasyli Medical ("Vasyli") Affiliates Program (the "Program"). The purpose of this agreement is to allow you to refer patients to Vasyli's ecommerce websites ([www.orthaheelusa.com](http://www.orthaheelusa.com) and [www.weilbeing.com](http://www.weilbeing.com)) to purchase product included on our site. As used in this Agreement, "we", "us" and "our" will mean Vasyli and "you", "your" and "yours" will mean the practitioner.

### ORDER PROCESSING

We will process orders placed by consumers who you refer to our ecommerce website. Each practitioner will be given a unique promotional code which consumers must enter in the promotional code field during checkout. This promotional code will also provide free shipping to the customer. We will track sales made by customers who purchase products using this promotional code. VASYLI WILL NOT BE RESPONSIBLE OR LIABLE FOR ANY REFERRAL FEE FOR AN ORDER ENTERED WITHOUT A PROMOTIONAL CODE PROPERLY USED.

Vasyli will be responsible for all aspects of order processing and fulfillment; we will prepare order forms, process payments, cancellations, and returns, and handle customer service. All of Vasyli's rules, policies and operating procedures concerning orders and customer service apply to those customers.

### REFERRAL FEES

You are eligible to earn a referral fee as calculated below during the term of this Agreement. The exact amount of Referral fee due to you in any given quarter is calculated as follows: referral fees will be calculated as 10% of all gross sales revenue of products sold by Vasyli through [www.orthaheelusa.com](http://www.orthaheelusa.com) or [www.weilbeing.com](http://www.weilbeing.com) to any user properly tagged and identifiable to Vasyli as a holder of your promotional code, not to include taxes, returns, credits, shipping or any other customary charges or deductions. Payment of this type of Referral fee will be made on a quarterly calendar basis.

This program is not intended to purchase product for your own use, for resale or commercial use of any kind. If you want to purchase product for these purposes on behalf of customers or associates, you should contact a Vasyli representative to establish a wholesale account. Products purchased in this manner, however, are not eligible for a referral fee.

### REFERRAL FEE PAYMENT

We will pay you referral fees on a quarterly basis. Approximately 30 days following the end of each calendar quarter, we will send you a check for the referral fees earned. In calculating referral fees, we will deduct the corresponding referral fee from your next quarterly payment if a product that generated a referral fee is returned by the customer. If there is no subsequent payment, we reserve the right to send you a bill for the referral fee.

### POLICIES AND PRICING

Customers who buy products through this Program will be deemed to be customers of Vasyli. Accordingly, Vasyli rules, policies, and operating procedures concerning customer orders, customer service, and product sales will apply to those customers. We may change our policies and operating procedures at any time. Product prices and availability may vary from time to time. We will use commercially reasonable efforts to present accurate information, but we cannot guarantee the availability or price of any particular product.

### IDENTIFYING YOURSELF AS AN AFFILIATE

You may not issue any press release or email newsletter with respect to this Agreement or your participation in the Program. In addition, you may not in any manner misrepresent or embellish the relationship between us and you, or express or imply any relationship or affiliation between us and you or any other person or entity except as expressly permitted by this Agreement. You must use the most recent marketing materials made available by Vasyli including displays, brochures and coupon codes. Alterations of any marketing materials in any fashion requires Vasyli's prior written approval. Digital promotion of coupon codes on internet websites, including but not limited to ecommerce, social media and auction websites, is strictly prohibited; such action may result in your termination from the Program.

### TERMINATION OF AGREEMENT

This Agreement may be immediately terminated at any time, with or without cause, by giving the other party thirty (30) days written notice by mail, email or fax. Upon termination of this Agreement for any reason, you will immediately cease use of all material provided by or on behalf of us to you pursuant hereto or in connection with

## VASYLI MEDICAL AFFILIATES OPERATING PROGRAM AGREEMENT

the Program. Referral fees earned through the date of termination will remain payable only if the related orders are not canceled or returned.

### MODIFICATION OF AGREEMENT

Vasyli reserves the right to modify any of the terms and conditions of this Agreement, at any time in its sole discretion. In such event, Vasyli will notify you by email. Modifications may include, but are not limited to, changes in the scope of Referral fees, payment procedures and Vasyli's Affiliate Program rules. If any modification is unacceptable, your only recourse is to terminate this Agreement. Continued participation in this Affiliate Program following posting of the change notice will constitute your binding acceptance to the changes in the agreement.

### DISCLAIMERS

Vasyli make no express or implied warranties or representations with respect to the Program or any products sold through the Program (including, without limitation, warranties of effectiveness, merchantability, non-infringement, or any implied warranties arising out of a course of performance, dealing, or trade usage). In addition, Vasyli makes no representation that the operation of our site will be uninterrupted or error-free, and we will not be liable for the consequences of any interruptions or errors.

---

Please complete the following information so we can efficiently process your referral fees:

#### Referral fee payments should be made payable to:

Name: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Contact Name: \_\_\_\_\_

Phone #: \_\_\_\_\_

Email address  
(REQUIRED): \_\_\_\_\_

#### PRACTITIONER:

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Print name: \_\_\_\_\_

Phone: \_\_\_\_\_

#### VASYLI REPRESENTATIVE:

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Print name: \_\_\_\_\_

Phone: \_\_\_\_\_

**PLEASE FAX COMPLETED FORM TO 415.526.6960 ATTN: BRANDON NOBLE**