

AFFILIATE AGREEMENT

This **AFFILIATE AGREEMENT** ("Agreement"), is made effective **6/15/2023** by and between Scrip Companies ("Affiliate") and **Pinnacle Chiropractic System LLC** ("Company"). Hereto collectively referred to as "the Parties".

WHEREAS, Company owns the rights to marketing protocols, materials, products and training that it licenses to its clients ("Clients") and is in the business of monthly Licensing to Clients; and

WHEREAS, Affiliate is in the business of providing services, supplies, and equipment ("Equipment") to health care providers; and

WHEREAS, Company desires to refer Clients or others ("Referrals") to Affiliate for the purchase of Equipment from Affiliate. Company desires to receive compensation set forth below in exchange for the sales generated by Referrals to Affiliate.

NOW, THEREFORE, in consideration of the promises and the mutual covenants and other good and valuable considerations hereinafter contained, The Parties hereby agree as follows:

1. **Term and Termination.** The term of this Agreement shall be for one (1) year. The Agreement shall be automatically renewed from year-to-year unless either party gives thirty (30) days' written notice of termination prior to the effective date of the renewal term. Either party may terminate this Agreement without cause upon thirty (30) days' written notice to the other party. Either party may terminate this Agreement if the other party materially breaches any term of this Agreement, which such material breach remains uncured after seven (7) days' written notice to the breaching party.

2. **Compensation** In exchange for Referrals who purchase Equipment from Affiliate, Company will receive **2%** of the Equipment net sale per unit purchased. Payment will be rendered quarterly to Company via wire or ACH within 30 days of the end of each quarter date starting August 31, 2023, of the units be paid to the Affiliate's desired bank account, which details of account information will be provided upon request.

Affiliate will alert the Company of the shipping date of purchased units for communication with Clients and proper invoicing. Affiliate will not compensate Company for any Referrals which Affiliate was already privy to and engaged with.

Affiliate will provide Company with information and materials to actively promote Equipment, as Company will promote said materials and information to all members, as well as, inform Affiliate of any and all new members.

3. **Intellectual Property & Confidentiality.** All intellectual property, marketing campaigns (including the content and design thereof) and materials, marketing campaigns (including the content and design thereof) and materials, graphic designs, and content, and other goods, processes, methods, protocols, products, materials, programs, campaigns, commercials, copy, scripts, videos and ads created or produced by Company including the programs (the "Company Work Product") shall be the sole and exclusive property of Company and may not be used without Company's express written consent. For purposes of this Agreement, the term "Company Work Product" shall also include all derivative works, copies and reproductions.

During the term of this Agreement, Affiliate may become privy to Company Work Product, including but not limited to processes, methods, materials, or anything as mentioned above. Affiliate acknowledges and agrees that it may not use or reproduce any portion of the Company Work Product without the express prior written consent of the Company.

Affiliate further agrees to not disclose any Company Work Product, Company information, or terms of this

Agreement to any third party.

4. Exclusivity. During the term of this Agreement Company agrees that Affiliate will be the exclusive equipment distributor partner for Company.

5. Compliance with Laws. Affiliate represents that Affiliate will, at Affiliate's expense, obtain all licenses, pay all fees, and comply with all federal, state and local laws, ordinances, rules, regulations applicable to Affiliate's performance of its obligations under the terms of this Agreement. Affiliate acknowledges that Company makes no warranty, representation, or guarantee that the products and materials sold to Referrals comply with federal, state, or local practice act statutes, regulations, or rules.

6. Independent Contractor. Company and Affiliate agree and acknowledge that Affiliate is engaged in an independent business and will perform its obligations pursuant to this Agreement as an independent contractor and not as the agent or employee of Company. This Agreement does not create a partnership, joint venture or similar relationship between the parties, and neither party will have the power to obligate the other in any manner whatsoever. Any persons or entities that perform services hereunder will be solely the employees or agents of Affiliate under its sole and exclusive direction and control. Affiliate is solely responsible for: (a) the hours of work, methods of performance and compensation of its employees and agents; and (b) all federal and state income taxes with respect to its income under this Agreement.

7. Non-Disclosure. Company and Affiliate realized that some information received by one party from the other pursuant to this Agreement shall be confidential. It is therefore agreed that any information received by one party from the other, and clearly designated in writing as "CONFIDENTIAL" at the time of transfer, shall not be disclosed by either party to any third party and shall not be used by either party for purposes other than those contemplated by this Agreement for a period of three (3) years from the termination of the Agreement unless or until

- a. Said information shall become known to third parties not under any obligation of confidentiality to the disclosing party, or shall become publicly known through no fault of the receiving party;
- b. Said information was already in the receiving party's possession prior to the disclosure of said information to the receiving party, except in cases when the information has been covered by a preexisting confidentiality agreement;
- c. Said information shall be subsequently disclosed to the receiving party by a third party not under any obligation of confidentiality to the disclosing party;
- d. Said information is approved for disclosure by prior written consent of the disclosing party;
- e. Said information is independently developed by receiving party or its representatives entirely without reference to information received from the disclosing party and marked confidential; or
- f. Said information is required to be disclosed by court order or governmental law or regulation provided that the receiving party gives the disclosing party prompt notice of any such requirement and cooperates with the disclosing party in attempting to limit such disclosure.

8. Disclaimers. Warranty. Company, its owners, members, employees agents or independent contractors, assume

no responsibility for consequences resulting from the use of Equipment or in any respect for the content of such information including, but not limited to, errors or omissions, the accuracy or reasonableness of factual or scientific assumptions, studies or conclusions, fiscal information and estimates, the defamatory nature of statements, ownership of copyright or other intellectual property rights, and the violation of property, privacy, or personal rights of others.

Company, its owners, members, employees, agents or independent contractors, to the fullest extent permitted by law, disclaim all warranties, either express or implied, statutory or otherwise, including, but not limited to, the implied warranties of non-infringement of third parties' rights and fitness for a particular purpose.

In no event will Company, its members, employees, agents or independent contractors, be liable for any damages (including actual, incidental, and consequential damages, personal injury/wrongful death, lost profits, refund demands, underpayments, overpayments, damages, fines, sanctions or penalties) imposed by any court, arbitrator, government or commercial third party payor, the federal government, or any state government, or any other damages resulting from the Referrals to Affiliate from Company, whether based on warranty, contract, tort, or any other legal theory, and whether or not Company is advised of the possibility of such damages.

9. Indemnification. Affiliate agrees to indemnify, hold harmless and defend Company, its subsidiaries, and their respective officers, directors and employees from and against all losses, expenses, claims or liabilities including reasonable attorneys' fees and disbursements, arising out of or in connection with the indebtedness or any other obligation or liabilities of the Affiliate, other than losses, expenses, claims or liabilities of such indemnified Company which result from a violation in any material respect of any of the provisions of this Agreement or fraud, willful misconduct, gross negligence or misappropriation of funds.

Company shall indemnify, defend and hold harmless Affiliate, its subsidiaries, officers, directors, managers and employee, or equivalent thereof from and against all losses, expenses, claims or liabilities including reasonable attorneys' fees and disbursements, arising out of or in connection with the indebtedness or any other obligation or liabilities of the Company, other than losses, expenses, claims or liabilities of such indemnified Affiliate which result from a violation in any material respect of any of the provisions of this Agreement or fraud, willful misconduct, gross negligence or misappropriation of funds.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first written above.

COMPANY

AFFILIATE

SCRIP COMPANIES

By: _____

By: Dwayne Hobstatter

Signature: _____

Signature: D. Hobstatter

Title: _____

Title: V. P. of Sales