

HAY HOUSE AFFILIATE AGREEMENT

To participate in the Hay House Affiliate Program, you must agree to the following:

This Affiliate Agreement (the "Agreement") contains the complete terms and conditions between us, Hay House, Inc. ("HH" or "we"), and you, the Affiliate ("you" or "Affiliate"), regarding your application to participate as an Affiliate of Hay House and its owned and operated websites, and the establishment of links from your website to our websites. Each Affiliate Program offer (an "Offer") may be for any offering by Hay House and may link to a specific web site for that particular Offer. Furthermore, each Offer may have additional terms and conditions on pages within the Affiliate Program and are incorporated as part of this Agreement.

BY SUBMITTING AN APPLICATION TO JOIN OR BY PARTICIPATING IN THE HAY HOUSE AFFILIATE PROGRAM OR ONE OF ITS OFFERS, YOU ARE CONFIRMING THAT YOU HAVE READ THIS AGREEMENT AND AGREE TO BE BOUND BY ITS TERMS AND CONDITIONS.

Hay House's Affiliate Agreement Definitions:

"We", "Our", "Us", - "Hay House, Inc.", (collectively, "HH") "You", "Your" and "Affiliate(s)" - the business, individual or entity applying for participation in the Hay House Affiliate Program, or that displays our products, services, and/or promotions on its website or within its web-based promotions in exchange for receiving remuneration from HH for sales resulting from such display.

"Affiliate Site" - the Affiliate's internet site which displays Hay House Products, Events (including in-person, online, audio, and/or video), Courses, Services and/or Promotions.

"Offer" - the marketing and promotion as part of the Hay House Affiliate Program.

"Commission Fees" or "Commissions" - Under the Affiliate Program, subject to the terms hereof, you will be paid a Commission Fee for each Qualified Purchase by a Referred Customer that you refer to Hay House and its owned and operated websites under and in accordance with this Agreement.

"Qualified Purchase" - a sale of Hay House Products and Services by HH to a Referred Customer which meets the criteria set forth in Section 5 hereof.

"Referred Customer" - each new and unique customer referred from Affiliate through a Link (defined in Section 3 below) provided by or approved by Us, which meets the criteria set forth in Section 5 hereof.

1. Enrollment in the Hay House Affiliate Program

1.1. To begin the enrollment process, you must submit a completed Affiliate Program Signup Form. The Signup Form can be found at http://hayhouseaffiliates.com/affiliate_signup.aspx

1.2. We will evaluate your application in good faith and will notify you of your acceptance or rejection in a timely manner. We may reject your application if we determine (in our sole discretion) that your site is unsuitable for our Affiliate Program for any reason, including, but not limited to, inclusion of content that is, in our opinion, unlawful or does not meet our terms herein.

1.3 Qualifying products, events, and online courses sponsored by the Hay House U.S. are eligible for commission within the affiliate program.

1.4 Qualifying events and courses sponsored by the Hay House UK are eligible for commission within the affiliate program.

2. Promotion of our Affiliate Relationship and Affiliate Responsibilities

Subject to our acceptance of you as an affiliate and your continued compliance with the terms and conditions of this Agreement, Hay House agrees as follows:

2.1. We will make available to you via the Affiliate Program a variety of graphic and textual links (each of these links sometimes being referred to herein as “Links” or, individually, as a “Link”), which are subject to the terms and conditions hereof. The Links will serve to identify your site as a member of the Hay House Affiliate Program and will establish a Link from your site or e-mails sent by you and clearly identified as coming from you to our Program Web Sites. The Links may connect to any area of our sites (although commissions will only be issued on Qualified Purchases). In utilizing the Links, you agree that you will cooperate fully with us in order to establish and maintain such Links.

2.2. Affiliate will link its site to areas within HH's sites using special URLs specified in the Offer (the “Required URLs”). Affiliate may post as many links to the Required URLs and the rest of HH's sites as it likes on Affiliate's site. The position, prominence, and nature of links on the Affiliate's site shall comply with any requirements specified in the Offer, but otherwise will be in the discretion of the Affiliate.

2.3. Affiliate agrees not to make any representations, warranties, or other statements concerning HH, HH sites, any HH products or services, or HH site policies, except as expressly authorized by the Offer.

2.4. Affiliate is responsible for notifying HH of any malfunctioning of the Required URLs or other problems with Affiliate's participation in the Offer. HH will respond promptly to all concerns upon notification by the Affiliate.

2.5. You will be solely responsible for the development, operation, and maintenance of your site and for all materials that appear on your site. Such responsibilities include, but are not limited to, the technical operation of your site and all related equipment; creating and posting product reviews, descriptions, and references on your site and linking those descriptions to our website; the accuracy and propriety of materials posted on your site (including, but not limited to, all materials related to Hay House Products, Events, Courses, and Services); ensuring that materials posted on your site do not violate or infringe upon the rights of any third party and are not libelous or otherwise illegal. We disclaim all liability and responsibility for such matters.

2.6. Affiliate will not present or use any unauthorized content at its site, including, without limitation, graphical images, logos, text copy, editorial copy, press releases or marks, that (i) could be interpreted to suggest that such content has been authored or otherwise provided by, or represents the views or opinions of, HH; (ii) is misleading, defamatory, libelous, obscene, or otherwise objectionable; (iii) infringes, derogates, dilutes, or impairs the rights of HH or any third party; (iv) refers to HH but is used as part of a name of a product or service of a company other than HH; or (v) is used in any other manner inconsistent with any term of this Agreement or with any provision of law.

2.7. It is the intent of HH US to treat our customers fairly and to comply fully with all Federal Trade Commission's regulations related to advertising. As such, we require our Affiliates to comply with these regulations. This includes, but is not limited to, Federal Trade Commission 16 CFR Part 255: Guides Concerning the Use of Endorsements and Testimonials in Advertising, which requires, among other criteria, that material connections between advertisers and endorsers be disclosed. This means that directories, review/rating sites, blogs and other websites, email or collateral that purport to provide an endorsement or assessment of an advertiser (in this case HH) must prominently disclose the fact financial or in-kind compensation is provided from the advertiser. You are advised to seek and obtain your own legal advice on how these rules apply to your website or other promotional activities for which you receive compensation. HH reserves the right to withhold commission fees and cancel the Affiliate relationship with you should we determine, at our discretion, that you are not in compliance with the previously mentioned guide or other FTC regulations/guides we deem relevant.

2.8. It is the intent of HH UK to treat our customers fairly and to comply fully with all Advertising Standards Authority (ASA) regulations related to advertising including but not limited to the CAP code. As such, we require our Affiliates to comply with these regulations. This includes, but is not limited to material connections between advertisers and endorsers being disclosed. This means that directories, review/rating sites, blogs and other websites, email or collateral that purport to provide an endorsement or assessment of an advertiser (in this case HH UK) must prominently disclose the fact financial or in-kind compensation is provided from the advertiser. You are advised to seek and obtain your own legal advice on how these rules apply to your website or other promotional activities for which you receive compensation. HH UK reserves the right to withhold commission fees and cancel the Affiliate relationship with you should we determine, at our discretion, that you are not in compliance with the previously mentioned guide or other regulations/guides we deem relevant.

3. Hay House, Inc. Responsibilities

3.1 We will be responsible for providing all information necessary to allow you to make appropriate Links from your site to our US and UK Owned and Operated Program Web Site(s). HH will solely be responsible for processing orders on Qualified Purchases placed by a Referred Customer following a Link from your site or email promotion, for tracking the volume and amount of Qualified Purchases generated by your site or email promotion, and for providing information to Affiliates regarding Qualified Purchases statistics. HH will be solely responsible for all order processing, including but not limited to payment processing, cancellations, refunds, and related HH service. Any determination made by HH regarding the foregoing shall be binding absent manifest error.

4. Ownership, Licenses, and Restrictions

4.1. Each party owns and shall retain all right, title and interest in its names, logos, trademarks, service marks, trade dress, copyrights and proprietary technology, including, without limitation, those names, logos, trademarks, service marks, trade dress, copyrights and proprietary technology currently used or which may be developed and/or used by it in the future.

4.2. As used herein, the following terms shall have the following meanings:

4.2.1. "Hay House Marks" shall mean HH trademarks and service marks now or hereafter adopted by HH.

4.2.2. "Hay House IP" shall mean all Hay House Marks, logos, slogans, distinctive color combinations, symbols now or hereafter adopted and in use by HH, whether registered, or in common law use in connection with the sale and advertising of HH's publications, calendars, products, workshops, online events, courses, and live events, as well as such other products and services which may be designated by HH from and after the date of this Agreement.

4.2.3. "Author Marks" shall mean HH author trademarks and service marks now or hereafter adopted by its authors.

4.2.4. "Author IP" shall mean the names, images, likenesses, Author Marks, logos, slogans, distinctive color combinations, and/or symbols now or hereafter adopted and in use by HH's authors, whether registered or in common law use in connection with the sale and marketing of publications authored by, and/or live events featuring HH's authors.

4.2.5. "IP" shall mean HH and Author IP separately and collectively.

4.3. Conditioned upon Affiliate's good standing with HH, HH grants Affiliate a revocable, non-exclusive, worldwide license to use, reproduce and transmit (the "IP") solely for the purpose of creating links from Affiliate's site to the HH site during participation in Offer, and subject to the express conditions set forth below:

4.3.1. Except as expressly set forth in this Agreement, Affiliate may not copy, distribute, modify, reverse engineer, or create derivative works from the IP. Affiliate may not sublicense, assign or transfer any such licenses for the use of the IP, and any attempt at such sublicense, assignment or transfer is void.

4.3.2. The use of the IP as part of a URL is strictly prohibited. Affiliate agrees to immediately transfer title to any such URL to HH immediately upon request.

4.3.3. Affiliate may use HH product images and descriptions from HH websites, provided:

(a) Use is to promote HH or Hay House Authors in a positive manner

(b) Source is referenced by placing an affiliate link to the specified item on the web page where the use was made

(c) Affiliate link is required for any use of content or images found on our websites

4.3.4. Apart from pre-made image creative provided by HH and uploaded to the creative database of an Offer, the use of any HH Author image or likeness thereof in any affiliate website, email, newsletter, social media or other promotion is strictly prohibited unless written permission from HH is obtained first.

4.3.5. Affiliate, its related parties, agents or employees of Affiliate:

(a) May not use our IP in any bids for keywords or Google AdWords (or similar programs at other search engines), in any search engine advertising (paid or otherwise), and in any metatags for our IPs or the following trademarks: "Hay House," "Louise Hay," "Dr. Wayne W. Dyer," "Doreen Virtue," "Angel Therapy," or a derivation of these trademarks, including trademark+ term, or any other word or term that is likely to cause confusion regarding its affiliation with Hay House or our authors. This restriction

includes but is not limited to deliberate misspellings or variations of the trademark HAY HOUSE or author trademarks above. Some examples of these keywords include, but are not limited to:

Hay House, Inc.

Hay House

HayHouse

Hays House

(b) May not use Hay House Web Properties

www.hayhouse.com

www.angeltherapy.com

www.drnorthrup.com

www.drwaynedyer.com

www.greggbraden.com

www.hayhouseradio.com

www.healyourlife.com

www.louisehay.com

www.hayhouseu.com

www.hayhouse.co.uk

or any variation thereof as the display URL in any Search Engine or similar marketing campaign without the prior written consent of HH.

(c) Will use Author Marks only to promote and market HH approved Products, Events, and Courses.

(d) May not use any Hay House Mark or Author Marks as the name, ID, group, subgroup, or identifying designation in any social media platform without the prior written consent of HH.

(e) May not promote products, events, or online courses specific to Dr. Brian Weiss on affiliate websites, social media, email, newsletters, or any other affiliate promotions.

(f) HH reserves the right to restrict keyword searches on HH marks at any time.

4.3.5. Affiliate shall not transmit any so-called "interstitials," "Parasiteware™," "Parasitic Marketing," "Shopping Assistance Application," "Toolbar Installations and/or Add-ons," "Shopping Wallets" or "deceptive pop-ups and/or pop-unders" to consumers from the time the consumer clicks on a qualifying link until such time as the consumer has fully exited HH Web sites (i.e., no page from our site or any HH Web Properties' content or branding is visible on the end-user's screen). As used herein a.

"Parasiteware™" and "Parasitic Marketing" shall mean an application that (a) through accidental or direct intent causes the overwriting of affiliate and non-affiliate commission tracking cookies through any other means than a customer initiated click on a qualifying link on a web page or email; (b) intercepts searches to redirect traffic through an installed software, thereby causing pop ups, commission tracking cookies to be put in place, or other commission tracking cookies to be overwritten where a user would, under normal circumstances, have arrived at the same destination through the results given by the search (search engines being, but not limited to, Google, MSN, Yahoo, Overture, AltaVista, Hotbot and similar search or directory engines); (c) set commission tracking cookies through loading of Merchant site in iFrames, hidden links and automatic pop ups that open HH Web sites; (d) targets text on web sites, other than those web sites 100% owned by the application owner, for the purpose of contextual marketing; (e) removes, replaces or blocks the visibility of Affiliate banners with any other banners, other than those that are on web sites 100% owned by the owner of the application.

4.3.6. Affiliate will not engage in typosquatting (also called URL hijacking) or cybersquatting, including but not limited to registration and use of URL's containing misspellings of HH or Author Marks, which

URLs seek to capture traffic based upon typographical errors made by Internet users when inputting a website address. Affiliates found to be involved in such practices will be banned from the Affiliate Program with all of their commissions reversed.

4.3.7. Affiliate agrees to not post coupons or promotional offers that were unintended for your site. This includes user-generated content.

4.3.8. Affiliate agrees that your Web site will not in any way copy, resemble, or mirror the look and feel of our Web site. You will also not use any means to create the impression that your Web site is our Web site or any part of our Web site including, without limitation, framing of our Web site in any manner. Cookie stuffing, pop-ups, false or misleading links are strictly prohibited.

4.3.9. HH reserves the right to ask Affiliate where IP and affiliate links are being used and what methods are being used by Affiliate to drive traffic to HH Web Properties.

4.4.10. HH reserves the right to terminate the rights granted herein at any time.

4.4. Affiliate grants HH a non-exclusive, worldwide, royalty-free license to use, reproduce and transmit any graphic or banner ad submitted by Affiliate solely for co-branding purposes or as a return link from HH's sites to Affiliate's site. HH will remove such graphic or banner ad upon Affiliate's request.

5. Order processing, Commissions, and Payments.

5.1. HH agrees to pay Affiliate the commission specified in the Offer if HH sells to a visitor to a participating HH site (a "Customer") a product or service that is the subject of the Offer and if that Customer has accessed the HH site(s) and purchased the product or service via a Qualifying Link.

5.1.2. A "Qualifying Link" is a link from Affiliate's site to a qualifying HH site using one of the Required URLs or any other URL provided by HH for use in the Offer if it is the last link to the HH site that the Customer uses during a Session where a sale of a product or a service to Customer occurs. A "Session" is the period of time beginning from a Customer's initial contact with the HH site via a link from the Affiliate's site and terminating when the Customer either returns to the HH site via a link from a site other than Affiliate's site or the Engagement expires or is terminated.

5.1.3. HH will pay Affiliate commissions earned monthly, provided that Affiliate account threshold setting is met.

5.2. HH shall have the sole right and responsibility for processing all orders made by Customers. Affiliate acknowledges that all Agreements relating to sales to Customers shall be between HH and the Customer.

5.3. All determinations of Qualifying Links and whether a commission is payable will be made by HH and will be final and binding on both HH and Affiliate. Prices for the products will be set solely by HH in its discretion.

5.3.1. Commissions are not paid on, and will not include, a single sale to the Affiliate themselves; meaning Affiliate cannot purchase the Product for their own use through their link and receive a

commission on that sale. Affiliate commissions are counted and final numbers are deemed final at the sole discretion and decision of HH.

5.4. HH reserves the right to suspend payment of Commission Fees at any time and indefinitely, if it suspects fraud or other improper activity or a potential breach of any of the terms in this Agreement by the Affiliate or a Referred Customer(s). HH reserves the right to deduct from Affiliate's current and future Commission Fees any and all Commission Fees corresponding to any fraudulent and questionable HH purchases.

5.5. Affiliate is responsible for informing HH about changes to postal and email addresses, as well as any changes to your name, email address, contact information, tax identification number, VAT number, or other personal information that will impact HH's ability to issue a valid Commission payment. Failure to provide the correct addresses may result in the forfeiture of any Commissions due to Affiliate. Commission Fees that are returned for invalid or insufficient address information or for other reasons may be forfeited as well.

5.6. Affiliate is responsible for providing HH with the tax and/or VAT payment information required to issue a Commission Fee to Affiliate. If HH does not receive the necessary tax and/or VAT or payment information within 90 days of a Commission Fee being earned, HH will consider that Commission Fee to be forfeited by the Affiliate and no payment will be issued.

5.6.1. Each Affiliate is required to submit a W8/W9 tax form before HH will issue any Commission Fees. Affiliate is responsible for the payment of all taxes related to the commissions you earn under this Agreement. In compliance with tax laws, HH will issue a Form 1099 to Affiliates whose earnings meet or exceed the applicable amount warranting the Form 1099.

5.6.2. Each UK Affiliate is required to complete and submit the attached Self Billing Agreement form before HH will issue any commission fees. Affiliate is responsible for the payment of all taxes related to the commissions you earn under this agreement.

5.6.3. Any address changes must be made in the Affiliate profile in the Affiliate Console at least 15 business days prior to the end of the payment time period in order for Commissions for that time period to be sent to the revised address.

5.6.4. HH is not responsible for any third-party fees charged by PayPal, bank, or other financial institutes used to receive Affiliate Commission Fees.

5.6.5. Disputes: Affiliate has access to HH's real-time Affiliate Program statistics and activity and specifically agrees to file any tracking or commission disputes as well as any other disputes and discrepancies within 45 days after the end of the month in which the sale or event that is disputed occurred. Disputes filed after 45 days of the date on which the Qualified Purchase occurred will not be accepted by HH and Affiliate forfeits forever any rights to a potential claim.

5.6.6. HH, in its sole discretion, reserves the right to modify the terms of this Commission payment method or schedule at any time. Such changes shall take effect when posted.

6. Privacy.

6.1. Affiliate agrees that emails promoting Hay House Products, Events, Courses, and Services, its authors, products or events, must comply with the U.S. Federal Can-SPAM Act and any comparable laws that apply to the transmission of Affiliate's emails.

6.1.2. Affiliate agrees NOT to send any unsolicited email to any party while under this Agreement. HH has ZERO tolerance toward any Affiliate who spams any party or individual. If Affiliate is caught spamming by "bots" or automated or anonymous social media posting, they will be removed from the Hay House Affiliate Program, and their commissions or pending commissions will be canceled and/or forfeited. Spam is defined as emailing or posting to anyone who has not requested information via email or any website, and also includes "spamming search engines" or social media with links. Affiliate agrees to abide by all Federal Trade Commission Guidelines of the U.S. Federal Can-SPAM Act and **Privacy and Electronic Communications (EC Directive) Regulations 2003**.

6.2. Affiliate shall only send an email or other form of electronic message or advertisement containing HH's name, product, event, course, or service, web site address, metatag or any other type of identifier to any recipient if the recipient has directly consented to receive such communication from Affiliate or Affiliate has a pre-existing business relationship with the recipient. In addition, Affiliate agrees to provide a recipient of such communication with the ability to "opt out" of further communications from Affiliate either by calling a toll free number or by sending an "unsubscribe" email to Affiliate.

6.3. Affiliate agrees to receive communications via email, mail, and phone from HH when related to the participation in the Hay House Affiliate Program. This includes program newsletters, and on occasion, special offers and other notifications.

6.3.1. Affiliate agrees to keep Affiliate Account contact information current.

6.3.2. Affiliate understands that invalid contact information is grounds for removal.

7. Termination.

7.1. Either party may terminate this Agreement at any time, for any reason, provided that they provide at least five days prior written notice of such termination to the other party. Termination of this Agreement shall also terminate any outstanding Offers. However, all rights to payment, causes of action, and any provisions which by their terms are intended to survive termination, shall survive termination of this Agreement.

8. Representations.

8.1. Each party represents to the other that (a) it has the authority to enter into this Agreement and sufficient rights to grant any licenses granted hereby, and (b) any material which is provided to the other party and displayed on the other party's site will not (i) infringe on any third party's copyright, patent, trademark, trade secret, or other proprietary rights or right of publicity or privacy; (ii) violate any applicable law, statute, ordinance or regulation; (iii) be defamatory or libelous; (iv) be lewd, pornographic or obscene; (v) violate any laws regarding unfair competition, antidiscrimination or false advertising; (vi) promote violence or contain hate speech; or (vii) contain viruses, trojan horses, worms, time bombs, cancelbots or other similar harmful or deleterious programming routines.

8.2. EXCEPT FOR THE ABOVE REPRESENTATIONS NEITHER PARTY MAKES ANY REPRESENTATIONS OR WARRANTIES TO THE OTHER PARTY, INCLUDING, BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

In addition, HH 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, including the tracking of information about Referred Customers during the period of interruption.

9. Indemnification.

9.1. Affiliate agrees to indemnify, defend, and hold harmless HH and its affiliates, directors, officers, employees, and agents, from and against any and all liability, claims, losses, damages, injuries or expenses (including reasonable attorneys' fees) brought by a third party, arising out of a breach, or alleged breach, of any of its representations or obligations herein.

9.2. Your application submission acknowledges that you have read this Agreement and agree to be bound by all its terms and conditions. You understand that we may at any time (directly or indirectly) solicit HH relationships on terms that may differ from those contained in this Agreement. We may also solicit HH relationships with entities that operate websites that are similar to or compete with your website. You have independently evaluated the desirability of participating in the Hay House Affiliate Program and are not relying on any representation, guarantee, or statement other than as set forth in this Agreement.

10. Limitation of Liability.

10.1. Except for Section 7.1 ("Indemnification"), in no event shall either party be liable to the other party for any direct, indirect, special, exemplary, consequential, or incidental damages, even if informed of the possibility of such damages.

11. General.

11.1. Each party shall act as an independent contractor and shall have no authority to obligate or bind the other in any respect. Nothing in this Agreement will create any partnership, joint venture, agency, franchise, sales representative, or employment relationship between the parties. You will have no authority to make or accept any offers or representations on HH's behalf. You will not make any statement, whether on your site or otherwise, that reasonably would contradict anything in this section.

11.2. This Agreement has been made in and shall be construed and enforced in accordance with the laws of the State of California. Any action to enforce this Agreement shall be brought in the federal or state courts located San Diego County, California. All official correspondence shall be sent by registered mail to HH's headquarters, to the attention of the HH Affiliate Manager.

11.3. The portions of this Agreement pertaining to any Offers promoting the HH UK has been made in and shall be construed and enforced in accordance with the laws of England and Wales and all parties submit to the non-exclusive jurisdiction of the English Courts.

All official correspondence shall be sent by registered mail to HHUK's headquarters, to the attention of the HHUK Affiliate Manager.

11.3. HH may modify any of the terms and conditions contained in this Agreement, at any time and in its sole discretion, by posting a change notice or a new Agreement on the Hay House Affiliate Site and giving you notice of the modification. IF ANY MODIFICATION IS UNACCEPTABLE TO THE AFFILIATE, ITS ONLY RECOURSE IS TO TERMINATE THIS AGREEMENT. AFFILIATE'S CONTINUED COMPLIANCE WITH THIS AGREEMENT FOLLOWING HH'S POSTING OF A CHANGE NOTICE OR NEW AGREEMENT ON ITS SITE WILL CONSTITUTE BINDING ACCEPTANCE OF THE CHANGE.

11.4. This Agreement may be agreed to in more than one counterpart, each of which together shall form one and the same instrument. The parties agree that execution may be achieved in any format convenient to the parties.

11.5. The provisions of this Agreement are independent of and separable from each other, and no provision shall be affected or rendered invalid or unenforceable by virtue of the fact that for any reason any other or others of them may be invalid or unenforceable in whole or in part.

I INDICATE MY APPROVAL OF THIS AGREEMENT AND DESIRE TO BECOME AN AFFILIATE UNDER THESE TERMS AND CONDITIONS BY COMPLETING AND SUBMITTING THE AFFILIATE PROGRAM SIGNUP FORM, BY SUBMITTING PROPOSED REFERRED CUSTOMERS OR QUALIFYING PURCHASES TO US UNDER OUR AFFILIATE PROGRAM, AND/OR BY COLLECTING ANY COMMISSION FEES FROM US.

This file was last modified July 25, 2016.