

Slay Enterprises, Inc Affiliate Program Agreement

(Updated 2025)

Rebecca Zung, LLC dba Slay Enterprises and Breaking Free Power Coaching Inc., (Collectively the “Company”) offers Affiliate an opportunity to become an independent Affiliate (“Affiliate”), wherein Affiliate has the opportunity to be compensated from the sale of the Company’s programs and products. The Company reserves the sole and exclusive right to determine the amount of remuneration each Affiliate will receive in exchange for the Affiliate’s efforts. Affiliate commission is further discussed herein, which apply to Affiliate in Affiliate’s role as Affiliate, unless otherwise expressly provided.

This Affiliate Agreement (“Agreement”) governs Affiliate’s application for, and any subsequent participation in, the Company’s Affiliate Program as defined herein. By clicking “I Accept the Terms and Conditions, Affiliate thereby accepts the terms of this Agreement, Affiliate indicate has read and understood this Agreement, and agree that Affiliate is bound by its terms.

SECTION 1- APPLICATION

Affiliate agrees to provide all information requested by the Company in connection with Affiliate application, and Affiliate affirms that all information that Affiliate provides is truthful and accurate. Affiliate understands and agrees that the Company retains sole and exclusive discretion to determine whether Affiliate qualifies for participation in the Company’s Affiliate Program. Not everyone who applies for Company’s Affiliate Program will qualify to participate.

SECTION 2 - CONSENT TO BE CONTACTED

Affiliate expressly consents to be contacted at the email address and the phone number Affiliate provides in Affiliate application about Affiliate application and the Affiliate Program, including through automated dialing systems, texts and artificial or pre-recorded messages. This consent is a material condition of this Agreement and may not be revoked except in writing by both the Company and the Affiliate.

SECTION 3 - COMPENSATION

If Affiliate application to become an Affiliate is approved by Company, Affiliate will receive a unique Affiliate ID. The Affiliate ID will be incorporated within each URL which Affiliate will use to advertise the Company. Affiliate will have the opportunity to receive a commission for each sale (“Sale”) that is registered using Affiliate’s unique ID.

In the event that a prospect ("Prospect") has multiple Affiliate cookies ("Cookie(s)"), the most recently-acquired Cookie will determine which Affiliate is credited with a Sale, after the expiration of any trial periods. There are some products and services sold that do not have trial periods.

Provided that the Sold Product (as defined below) remains in good status within thirty (30) days from the Sale, Affiliate will be paid a commission for each Sold Product that generates a payment to Company in a month ("Commission"). Except as otherwise provided herein, Commission payments shall be paid within 30 days following Company's receipt of payment for a Sold Product ("Payout Date"), subject to the other terms of this Agreement. In the event the Payout Date falls on a holiday, Commission payments will be paid on the business day preceding the holiday. All Commission payments are based on the amount of fees received by Company, less sales taxes.

The amount of Commission shall be as follows below of every Sold Product as sold through Affiliate's unique ID. The Commission shall may change anytime at the discretion of the Company. All Commissions are paid in U.S. Dollars (USD). Some payment methods may incur processing fees that may be deducted from Affiliate's Commission.

Program / Product	Price Range	Affiliate Commission	Notes
Breaking Free Power Coaching Packages	\$797–\$2400	20% - 30%	20% if Generated by Company Platform - Coach eligibility requires an active SLAY High Conflict Negotiation Coach status and signed Terms and Conditions (To be coached by the referring coach). 30% commission if the referral is self generated by the referring Slay Certified High Conflict Negotiation Coach (meaning not by the Company Platform) and then the services are rendered by another coach.

SLAY Momentum Society (Membership) (or any subscription product)	~\$37/month	25% of first month only
Low-Ticket Products (For example - Divorce Toolkit, Mini Courses)	<\$300	25%
Mid-Ticket Programs (For example - SLAY Your Negotiation, Divorce Masterclasses, Lawyer Up)	\$300–\$2,000	15%
High-Ticket Programs (For example - UNCHAINED, Take Back My Life, Freedom Formula, SLAY High Conflict Negotiation Certification)	>\$2,000	10%

Commission percentages and prices of courses and resources may change at Company's discretion with notice.

This agreement shall supersede any and all previous agreements and/or understandings regarding Breaking Free Power Coaching Commissions or payments.

Before Affiliate can be paid any Commission, Affiliate must provide Company a completed W-8 or W-9 tax form, as instructed by Company, as well as any supporting documentation requested by Company or its third-party payment provider. Affiliate will be deemed to have permanently waived all rights to Commissions earned before submitting a completed W-8 or W-9 tax form or any ancillary supporting documentation that is requested to confirm the information on Affiliate's tax form.

If Affiliate is not a resident of the United States, Company may withhold tax (including without limitation VAT) where required by applicable law. Affiliate is solely responsible for complying with all tax laws in Affiliate's respective jurisdiction(s) including, but not limited to, the payment of all required taxes, and filing of all returns and other required documents with the applicable governing body(ies).

Affiliates will not be paid any Commissions for payments made on Affiliate's own user account(s). Affiliates are not permitted to open a Company account under the name of another person or entity, under a fictitious name, or under any name merely for the purpose of obtaining Commissions, or any other compensation. Affiliates may not pay for another person's or entity's account. Affiliates are not permitted to offer cash rebates or other monetary incentives to obtain Sales.

Commissions are paid only for transactions that actually occur between Company and a Sale in which payment is received by Company. If payment for a Sold Program later results in a refund or chargeback, and if a Commission was paid to Affiliate for that Sold Program payment, then the Commission will be deducted from Affiliate future Commissions.

If Company determines, in its sole and exclusive discretion, that any Sale was procured fraudulently or as a result of any violation of this Agreement or applicable law, no Commission will be paid for such Sale and, for past sales, such payment amounts shall be deducted from Affiliate's future Commissions, and Company may terminate this Agreement immediately without Company having any liability to Affiliate.

SECTION 4 - TERM AND TERMINATION

The term of this Agreement will begin the earlier of (i) when Affiliate clicks "I Accept the Terms and Conditions"; or (ii) Affiliate's participation in the Affiliate Program is approved. Affiliate's participation in the Affiliate Program will continue month-to-month until terminated. Either Party may terminate this Agreement at any time, with or without cause, by giving the other Party thirty (30) days' written notice of termination to the e-mail address provided to Company. If, in our sole discretion, Affiliate fails, or the Company suspects that Affiliate has failed, to comply with any term or provision of the Agreement, or violated any law, whether in connection with Affiliate's use of Company's products or services, or otherwise, the Company may terminate the Agreement or suspend Affiliate's access to the Affiliate website ("Website") at any time without notice to Affiliate.

In addition, if, based on the Company's data, Affiliate has a dispute rate greater than 10%, the Company may terminate this Agreement or suspend Affiliate's access to the Website at any time without notice to Affiliate. In such an instance, and in the Company's sole discretion, the Company may also for the aforementioned reasons, terminate the relationship and suspend any accounts owned/controlled by Affiliate. For the avoidance of doubt, and without limitation for purposes of the foregoing, any violation of the required disclosure will be deemed a material breach of this Agreement. In the event this Agreement is canceled due to Affiliate's breach, Affiliate immediately forfeits all Commissions, and any other payments owed to Affiliate or that may in the future be owed to Affiliate without any further liability by Company to Affiliate.

If this Agreement is terminated or canceled, then all provisions that, by their nature, should survive, will survive, including, but not necessarily limited to, all limitations of liability, disclaimers of warranties, indemnity obligations, mandatory arbitration and class action waiver

provisions, and exceptions to arbitration. All representations and warranties undertaken by Affiliate shall also survive termination or cancellation of this Agreement and/or Affiliate's Company account.

SECTION 5 - ADDITIONAL REPRESENTATIONS AND WARRANTIES

In addition to Affiliate's other representations and warranties herein, Affiliate further represents and warrants that there are no prior or pending government investigations or inquiries of, or prosecutions against Affiliate by the Federal Trade Commission ("FTC"), any other federal or state governmental agency, or any industry regulatory authority, anywhere in the world, nor any prior or pending private lawsuits against Affiliate which relate to alleged intentional torts or alleged violation of any consumer protection or advertising laws. If Affiliate becomes the subject of such an investigation, inquiry, prosecution, or lawsuit any time after this Agreement is executed, Affiliate is required to notify Company of the same within 24 hours. The Company, in its sole and exclusive discretion, may immediately terminate Affiliate's participation in the Company's Affiliate program, as well as immediately terminate this Agreement, based on any investigation, proceeding, or lawsuit identified pursuant to this paragraph.

SECTION 6 - ENTIRE AGREEMENT

This Agreement, represents the entire agreement between the Company and the Affiliate, and supersedes any other written or oral agreement between the Company and the Affiliate as pertaining to Affiliate's application and, if approved, Affiliate's rights and responsibilities as an Affiliate.

APPENDIX A

Additional Terms of the Affiliate Agreement and Advertising Rules These Advertising Rules apply to all activities of Affiliate:

1. **General Compliance.** Affiliate shall publish or otherwise distribute advertisements in strict compliance with all applicable laws and regulations, including without limitation, laws prohibiting deceptive and misleading advertising and marketing, email marketing laws (including the federal CAN-SPAM Act (15 U.S.C. § 7701)), laws governing testimonials (including the FTC's Revised Endorsements and Testimonials Guides (16 CFR Part 255 of the Code of Federal Regulations)), and all guidelines issued by the FTC. Affiliate is solely responsible for ensuring Affiliate's compliance with all laws. Affiliates are strictly prohibited from making claims concerning the products and services offered by Company that are inconsistent with, or beyond the scope of marketing materials produced and made available by Company on Company website(s). Affiliate is prohibited from publishing or otherwise distributing advertisements by telemarketing, fax, or text messaging in any form to any device. Affiliate shall not offer monetary incentives, such as rewards points, cash, or prizes to Prospects in return for their response to an advertisement. Affiliate may, however, offer Prospects information and materials of

tangible value including, but not limited to, website templates, information about e-commerce, website design, and online marketing, for reduced or no charge, but only so long as Affiliate accurately describes and delivers such information and materials to the Prospect. Company retains the sole and exclusive discretion to determine whether Affiliate's advertising and conduct is in compliance with all laws.

2. **Disclosure.** On any website that Affiliate advertises any Company service or product, Affiliate must plainly display (i.e., not in a link, or in small font) disclaimer language, such as:

Disclosure: *I am an independent Company Affiliate, not an employee. I receive referral payments from Company. The opinions expressed here are my own and are not official statements of Company.*

3. **Non-Disparagement.** Affiliate is not permitted to comment negatively about or disparage the products or services of Company or any other person or entity, including without limitation the products or services of a Company competitor. Affiliate is not permitted to engage in any unlawful or deceptive actions with respect to search engine optimization, including, but not limited to, using any technique that generates paid search results based on any trademarks of Company, any brand name of Company, or based on the trademarks or brand name of any competitor of Company, or any other third party. Affiliate shall not direct link to a Company sales page from any paid advertising.
4. **Social Media.** If Affiliate advertises on Instagram, YouTube, or any other social media, then each post must comply with all of the following:
 - Each post must contain @rebeccazung or #rebeccazung.
 - Each post must contain #ad in a clear and conspicuous location before the text of the description and in all events before the "More" button.
 - Each Instagram post must use Instagram's "Paid Partnership" tool.
 - Each YouTube post must contain the word "Ad," "Advertisement,"
 - "Promotion," or "Paid Partnership" within the video itself in a font size that is clearly recognizable to the viewer and which appears persistently throughout the length of the video in the top right hand portion of the video.

If Affiliate is advertising on other forms of written social media (e.g., Facebook, Twitter), Affiliate must comply with the above disclosure restrictions as applicable to each form of social media. Affiliate must also comply with all rules of each social media platform that Affiliate uses.

5. **Income and Business Opportunity Claims.** Affiliates are expressly prohibited from making any claims that use of Company will guarantee that the user will make money. If

Affiliate's recruiting efforts include claims related to income Affiliate has made from using Company or as an Affiliate, the following guidelines must be adhered to:

- a. Affiliate's statements must be completely true and accurate and supported by evidence of Affiliate's experience; and
- b. Affiliate's statements must be accompanied by the following disclaimer in clear and conspicuous font and placement: "These were my results. Affiliate's results will vary based on a variety of factors including Affiliate's education, effort, and market factors. There is no guarantee Affiliate will make any money."

Affiliate is also expressly prohibited from making any express or implied claims that Company is or provides a business opportunity, franchise opportunity, a "business-in-a-box," an assisted marketing plan or makes any guarantees about outcomes that the consumer will receive or achieve by using any of the Company's products or services.

6. **Company's Trademarks.** No logo, tagline, trademark, trade name, or trade dress (collectively, the "Company Trademarks") owned by Company may be used, copied, or reproduced by any Affiliate except as set forth herein. No Company intellectual property (or any mark confusingly similar to any Company intellectual property) is to be registered as a trademark in any country or registered as a domain name by Affiliate in any way in any country.

Subject to the restrictions below, approved Affiliates are granted a limited, revocable, non- transferrable, and non-assignable license to use the "Slay (or SLAY or S.L.A.Y.) Your Negotiation™", "NarcSlayer™", and "Breaking Free™" trademarks (collectively "Trademarks"), to advertise Company online. Any time Affiliate uses the words "Slay (or SLAY or S.L.A.Y.) Your Negotiation" "NarcSlayer" or "Breaking Free: it must be immediately followed by "™". Affiliate may not use Trademarks (including those at which may be updated from time to time) as part of any URL, domain or website name except to market Company's products and programs.

Company retains exclusive ownership of all Company's Trademarks and other intellectual property and all of its rights therein. Affiliate shall not promote or provide services to any other business or person that is infringing any of Company's intellectual property.

7. **Complaint Notification.** Affiliate must notify Company of any complaint received by Affiliate regarding any advertisements within twenty-four (24) hours of receiving such complaint. Notice should be sent to support@rebeccazung.com.
8. **Independent Contractor.** Affiliates are independent contractors of Company. It is the express understanding and intention of the Parties that no relationship of master and servant nor principal and agent shall exist between Company and Affiliate by virtue of this Agreement. Affiliate has no right to act on behalf of or bind Company in any way,

nor share in the profits or losses of Company. The only compensation available to Affiliate is set forth in this Agreement. Affiliate is solely and exclusively responsible and liable for all of Affiliate's acts or omissions.

9. **NO WARRANTY; NO LEADS.** Company does not promise, guarantee or warrant Affiliate's business success, income, or sales. Affiliate understands and acknowledges that Company will not at any time provide sales leads or referrals to Affiliate. Affiliate understands and agrees further that this is not a business opportunity, a franchise opportunity, a "business-in- a-box," or an assisted marketing plan. Affiliate is responsible for procuring and paying for any and all materials and resources necessary to operate as an Affiliate as Affiliate determines in Affiliate's sole discretion.
10. **LIMITATION OF LIABILITY.** EXCEPT WHERE OTHERWISE INAPPLICABLE OR PROHIBITED BY LAW, IN NO EVENT SHALL COMPANY OR ANY OF ITS OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES, INDEPENDENT CONTRACTORS, TELECOMMUNICATIONS PROVIDERS, AND/OR AGENTS BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, CONSEQUENTIAL, PUNITIVE, OR ANY OTHER DAMAGES, FEES, COSTS OR CLAIMS ARISING FROM OR RELATED TO THIS AGREEMENT, THE PRIVACY POLICY. THE SERVICES OR PRODUCTS, AFFILIATE'S OR A THIRD PARTY'S USE OR ATTEMPTED USE OF THE WEBSITE OR ANY SOFTWARE, SERVICE, OR PRODUCT, REGARDLESS OF WHETHER COMPANY HAS HAD NOTICE OF THE POSSIBILITY OF SUCH DAMAGES, FEES, COSTS, OR CLAIMS. THIS INCLUDES, WITHOUT LIMITATION, ANY LOSS OF USE, LOSS OF PROFITS, LOSS OF DATA, LOSS OF GOODWILL, COST OF PROCUREMENT OF SUBSTITUTE SERVICES OR PRODUCTS, OR ANY OTHER INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, CONSEQUENTIAL, OR OTHER DAMAGES. THIS APPLIES REGARDLESS OF THE MANNER IN WHICH DAMAGES ARE ALLEGEDLY CAUSED, AND ON ANY THEORY OF LIABILITY, WHETHER FOR BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY), WARRANTY, OR OTHERWISE.

IN NO EVENT SHALL COMPANY'S LIABILITY TO AFFILIATE OR AFFILIATE'S BUSINESS EXCEED THE AMOUNT OF THREE (3) TIMES THE PAYMENTS PAID BY AFFILIATE TO COMPANY FOR THE MONTH PRECEDING THE DATE IN WHICH THE FACTS GIVING RISE TO A CLAIM AGAINST COMPANY OCCURRED OR TWO- THOUSAND DOLLARS (\$2,000), WHICHEVER IS GREATER.

11. **DISPUTE RESOLUTION BY MANDATORY BINDING ARBITRATION, CLASS ACTION WAIVER, & GOVERNING LAW.**

As explained in Company's Terms of Service, any controversy or claim arising out of or related to this Agreement or Affiliate's relationship with us that cannot be resolved through negotiation within 120 days shall be resolved by binding, confidential arbitration administered by the American Arbitration Association ("AAA") in the County of Collier, State of Florida, and judgment on the award rendered may be entered in any court having jurisdiction thereof. The sections of the Terms of Service entitled "DISPUTE

RESOLUTION BY MANDATORY BINDING ARBITRATION AND CLASS ACTION WAIVER,” “REBECCA ZUNG, LLC’ ADDITIONAL REMEDIES,” and “GOVERNING LAW AND VENUE” are expressly incorporated herein by reference. Please review the Terms of Service for more information. The Parties agree that the laws of the State of Florida shall apply.

12. **Indemnity.** Affiliate agrees to protect, defend, indemnify and hold harmless the Company, its officers, directors, employees, owner(s), and parent company(ies) and assigns from and against all claims, demands, and causes of action of every kind and character without limitation arising out of Affiliate’s conduct, acts, or omissions related to Affiliate’s application and/or performance of this Agreement including, but not limited to, any breach of this Agreement. Affiliate’s indemnity obligation includes, but is not limited to, any third party claim against Company for liability or payments for damages caused by, or other liability relating to, Affiliate. This provision expressly survives the termination of this Agreement.
13. **Severability.** In the event any provision of this Agreement is inconsistent with or contrary to any applicable law, rule, or regulation, the provision shall be deemed to be modified to the extent required to comply with the law, rule, or regulation, and this Agreement and the Terms of Service, as so modified, shall continue in full force and effect.
14. **Modification/Amendments.** This Agreement and Company’s standard Terms of Service may be modified by Company at any time, with or without prior notice to Affiliate. Amendments or modifications to this Agreement or the Terms of Service will be binding on Affiliate when they are sent to Affiliate via email, or are posted in the affiliate center. No amendment to this Agreement or the Terms of Service shall be valid unless prepared or signed by Company. Affiliate’s continued acceptance of Commission payments constitutes Affiliate’s acceptance to any modifications or amendments to this Agreement and the Terms of Service.