



Affiliate Agreement

1. Parties

This Agreement (“Agreement”) is entered into between:

- **Nocepta Therapeutics, LLC** (“Company”), located at 854 S. Duncan Dr., Tavares, FL 32778. Phone: 844.NOCEPTA (844.662.3782).
- [REDACTED] (“Affiliate”), an independent contractor participating in the Nocepta Affiliate Program.

2. Enrollment & Affiliate Access

Upon execution of this Agreement, Affiliate shall be enrolled in the Nocepta Affiliate Program. The affiliate will be provided access to the affiliate interface, which includes:

- A unique affiliate link for tracking referred sales.
- Real-time reporting of sales, revenue generated, and commissions.
- Access to marketing creatives such as banners and other promotional tools.
- The ability to recruit and enroll additional affiliates into the program.

3. Definition of Full-Size Unit

For purposes of calculating commissions under this Agreement, a **“full-sized unit”** is defined as a standard (2.0 – 3.4 oz.) retail product offered for sale by Nocepta Therapeutics, LLC in its intended packaging, designed for consumer purchase and use.

- **Full-sized units** include regularly packaged bottles, jars, tubes, or containers available for sale at retail or wholesale pricing.
- **Excluded from this definition** are sample packs, trial sizes, promotional giveaways, or any non-standard packaging provided for marketing or demonstration purposes.

Only sales of full-size units, as defined above, are eligible for affiliate commission payments.

4. Commission Structure

The Affiliate shall be compensated as follows:

- **Tier 1 (Direct Sales):** 10-15% of each full-sized unit (2.0 – 3.4 oz.) sold through the affiliate’s unique link.

A 10% Commission is paid to affiliates with less than \$10,000 per month of affiliate compensation, and 15% compensation is paid to affiliates with over \$10,000 per month of affiliate compensation. There shall be **no limit** on the total commissions the Affiliate may earn under this Agreement.

5. Cookie Policy

Tracking cookies placed in end users' browsers through the affiliate program will carry **no expiration date**, ensuring continued credit for referred sales.

6. Payouts

Affiliate commissions shall be paid **monthly**, within 15 days after the end of each month, via direct deposit.

7. Relationship of Parties

- The Affiliate is an **independent contractor** and not an employee, partner, joint venturer, or agent of the Company.
- The Affiliate has no authority to bind or obligate the Company in any manner.

8. Compliance & Responsibilities

Affiliate agrees to:

- Use only approved promotional materials provided or authorized by the Company.
- Avoid making false, misleading, or non-FDA-compliant claims regarding Nocepta products.
- Comply with all applicable federal, state, and local laws and regulations.

9. Intellectual Property

Affiliate is granted a limited, non-exclusive, revocable license to use Company's trademarks, banners, and marketing materials solely for purposes of promoting the Company's products as outlined in this Agreement.

10. Term & Termination

This Agreement shall remain in effect until terminated by either party. Either party may terminate this Agreement at any time, with or without cause, by providing written notice to the other party.

11. Limitation of Liability

The Company shall not be liable for any indirect, incidental, special, or consequential damages arising in connection with this Agreement or the affiliate program.

12. Entire Agreement

This Agreement constitutes the entire understanding between the parties and supersedes all prior discussions, negotiations, or agreements.

Acknowledged and Agreed:

Nocepta Therapeutics, LLC

By: _____

Name: _____

Title: _____

Date: _____

Affiliate

By: _____

Name: _____

Title: _____

Date: _____



Acknowledgment of Social Media Posting Guidelines

By signing below, all parties acknowledge that they have read, understood, and agree to follow the social media posting guidelines provided by Nocepta Therapeutics. These guidelines are designed to ensure that all promotional content remains consistent, accurate, and compliant with applicable FDA and FTC regulations.

Affiliates and wholesalers agree to:

- Use only approved marketing materials provided by Nocepta Therapeutics.
- Avoid creating or sharing unapproved claims regarding the effects of Nocepta™ products.
- Clearly disclose their affiliate or wholesale relationship when promoting products.
- Recognize that failure to follow these guidelines may result in suspension or termination of affiliate or wholesale privileges.

Nocepta Therapeutics agrees to:

- Provide affiliates and wholesalers with approved, compliant marketing materials.
- Update guidelines promptly if regulatory requirements or company policies change.
- Support affiliates and wholesalers in maintaining FDA/FTC compliance.

These guidelines protect both Nocepta Therapeutics and its affiliates and wholesalers from regulatory risk while ensuring that customers receive clear, truthful, and compliant information about our products.

Acknowledged and Agreed:

For Nocepta Therapeutics, LLC

Signature: _____

Name/Title: _____

Date: _____

Affiliate/Wholesaler Representative

Signature:  _____

Name/Title:  _____

Date:  _____