



VALENTUS GLOBAL

AFFILIATE AGREEMENT

When ordering products, I authorize Valentus Global Enterprises Inc. (VALGLB) to charge the credit card account listed below.

Should I opt to participate in the Loyalty Purchase Program, I authorize VALGLB to charge the credit card below, on a monthly basis.

(Please note: Valentus Global Ltd. manages all refunds, returns, cancellations, chargebacks and support enquiries relating to transactions in the U.K and Europe on behalf of its parent company, Valentus Global Enterprises, Inc.)

I have the legal authority to enter into this Affiliate Agreement. I further acknowledge that the VALGLB Compensation Plan and the VALGLB Policies and Procedures, as they are updated and revised from time to time, are incorporated into, and form an integral part of this Affiliate Agreement (collectively, the "Agreement").

I have carefully read the Agreement and acknowledge this by ticking the box below and agree, as a condition to receiving commissions from VALGLB to fully comply with this Agreement and the most current version of the VALGLB Policies and Procedures, as they are revised from time to time in the sole discretion of VALGLB. I understand that I will agree to the Policies and Procedures each time I log into my back office. I understand I am responsible for reviewing the Agreement and ensuring I am aware of any updates and/or changes as I am bound by any such updates and changes.

I understand that there is no requirement to purchase any sales or training materials to become an Affiliate. My advancement to higher levels in the VALGLB compensation plan is based solely on my performance and effort as an Affiliate in arranging sales of the VALGLB products to end customers. I acknowledge that any purchase of sales aids, training, or training materials is strictly voluntary. I also understand that if I choose to sponsor others to participate as Affiliates in the VALGLB marketing plan, I will not receive any compensation whatsoever for the act of sponsoring or recruiting and that I will be compensated based upon the activities of other Affiliate only to the extent of sales made by them to end customers.

1. I acknowledge that I am of legal age to enter this Agreement.

2. I understand and acknowledge that this Agreement is not binding until received and accepted by VALGLB. VALGLB shall be deemed to have accepted this Agreement unless it notifies me in writing, within five (5) business days of its rejection of this Agreement.



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3. I agree that as an Affiliate, I am responsible for determining my business activities and that I am not an agent, employee, partner, franchisee, or legal representative of VALGLB. Because I am not an employee of VALGLB, I will not receive any employee benefits from VALGLB and shall only receive from VALGLB such compensation and remuneration as VALGLB makes available to other similarly situated VALGLB Affiliates, all of which I may or will earn from my sales efforts.

4. I am responsible for the payment of all federal and state income and employment taxes and any other tax required under any federal, state, or municipal law generated by my own business activities.

5. I understand that I am not being sold a franchise, partnership interest, or business opportunity.

6. I understand that VALGLB has established its Policies and Procedures and I have the obligation to comply with such Policies and Procedures as they are amended from time to time, in conducting my duties as an Affiliate, and as a condition to being allowed to continue to operate as an Affiliate with VALGLB.

7. If I fail to comply with VALGLB's Policies and Procedures, I acknowledge that I will be subject to sanctions up to and including forfeiture of my commissions and termination of my VALGLB Affiliate business. VALGLB may terminate this Agreement in writing upon violation of the Policies and Procedures or any part of the Agreement. In such an event, VALGLB will pay no further commissions to me.

8. I acknowledge I can terminate this Agreement at any time. To terminate this Agreement, I must make a request in writing, sent to VALGLB by overnight delivery such as FedEx, certified mail, return receipt requested, email, fax, or by phone call to VALGLB's Customer Service Center.

9. The Agreement will continue in perpetuity unless terminated by either party in writing and in accordance with section 10.3 of Policies & Procedures. Provided I am not in breach of this Agreement, VALGLB will pay me all amounts owed up and until the date of termination in accordance with this Agreement. Valentus Global reserves the right to terminate a person's position as an affiliate at any time by providing notice

10. I acknowledge that I am responsible for supporting the Affiliates I sponsor in the VALGLB program to qualify for the lifestyle bonus and in my commissionable network. I agree to maintain regular monthly communication and support to those individuals in my commissionable network by conducting zoom trainings, weekly positive social media posts about the products and interacting with other social media posted by my commissionable network and making sure to the best of my ability that all public posts are factual and honest for compliance. Failure to do these requirements, Valentus



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Global reserves the right to not pay lifestyle bonuses without prior notice, until we are satisfied that the above is being conducted to our acceptable level of support, Valentus Global's judgment on this is final and a dispute will not be entered into or considered.

11. I acknowledge that VALGLB expressly reserves all proprietary rights to the VALGLB name, logo, trademarks, service marks ("Proprietary Marks"), and copy-righted materials ("Copyrights"). I understand, acknowledge, and agree VALGLB has provided me with a non-exclusive license, during the term of the Agreement to use the VALGLB Proprietary Marks and Copyrights in conjunction with the marketing program provided to me and in accordance with the brand guidelines adopted by VALGLB from time to time. I further agree that I will not use VALGLB's Proprietary Marks or Copyrights in any form whatsoever except as permitted in writing by VALGLB and in accordance with applicable law. I understand that I may not photocopy or duplicate any materials provided by or purchased from VALGLB, without written authorization.

12. I shall not use information gained through my involvement with VALGLB to facilitate direct contact with VALGLB's agents or suppliers for the purpose of seeking confidential information or circumventing this agreement or establishing a business relationship outside of VALGLB with such agents or suppliers.

13. I understand that as an Affiliate, I am free to select my own means, methods, and manners of operation and that I am free to choose the hours and location of my activities - as long as it complies with applicable law and is within countries where VALGLB is currently doing business - subject to the terms of the VALGLB Policies and Procedures which are a part of the Agreement between me and VALGLB.

14. I acknowledge that I am not guaranteed any income nor am I assured any profits or success. I certify that neither VALGLB nor my sponsor has made any claims of guaranteed profits or representations of expected earnings that might result from my efforts and I will not make any such claims or guarantees to others.

15. I acknowledge that I have the right to enrol as many personal customers as I wish. For each personal customer enrolled, I will receive a commission each month from my personal customers' purchases and the purchases of customers in my downline network in accordance with the VALGLB Compensation Plan then in effect.

16. I agree to indemnify and hold harmless VALGLB from any and all claims, losses, damages, and expenses, including attorney's fees, arising out of my actions or conduct in violation of this Agreement or in violation of applicable law, including the VALGLB Compensation Plan or the VALGLB Policies and Procedures. I agree that in order to recoup any damages and expenses it has incurred due to such violations, VALGLB may offset any commissions or other payments due to me.



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17. In the event a dispute arises as to the respective rights, duties, and obligations under this Agreement, including the VALGLB Compensation Plan, or the VALGLB Policies and Procedures, I agree that any such dispute shall be submitted solely to confidential, binding arbitration as set out in the VALGLB Policies and Procedures. I understand that absent this provision, I would have the right to sue in court and have a jury trial. I further understand that, in some instances, the costs of arbitration could exceed the costs of litigation and the right to discovery may be more limited in arbitration than in court.

18. Notwithstanding the foregoing, either party may bring an action in court seeking a restraining order, temporary or permanent injunction, or other equitable relief to protect its intellectual property rights or judicial enforcement of an arbitration award.

19. In all actions before the courts, the parties consent to exclusive jurisdiction and venue before the applicable state of Florida.

20. This Agreement will be governed by and construed in accordance with the laws of the state of Florida, without reference to its principles of conflict of laws.

21. I acknowledge that I have read and fully understand the VALGLB Compensation Plan and VALGLB Policies and Procedures. All changes thereto shall be effective upon verbal or written notice to me and become a binding part of this Agreement.

22. I acknowledge that this Agreement, the VALGLB Compensation Plan, and the VALGLB Policies and Procedures incorporated in this Agreement constitute the entire agreement between the parties and shall not be modified or amended except in writing signed by VALGLB. I may not assign this Agreement. VALGLB may freely assign this Agreement. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the heirs, successors, and permitted assigns of the parties hereto.

23. If any provision of the Agreement is determined to be invalid or unenforceable in part or in whole for any reason whatsoever, it shall be severed and the validity of the remaining provisions or portions thereof shall not be affected Thereby.

24. I acknowledge that neither party shall assert any claim as a class, collective, or representative action. This paragraph shall be enforceable where the applicable law permits reasonable class action waivers and shall have no effect where the applicable law prohibits class action waivers as a matter of law. I agree that any arbitration shall be conducted in my respective individual capacity only and not as a class action or other representative action, and I expressly waive my right to file a class action or seek relief on a class basis. If a decision is issued stating that applicable law precludes enforcement of any of this section's limitations as to a given claim for relief, then the applicable claim must be severed from the arbitration and brought into the state or federal courts located in Delaware. All other claims will be arbitrated.



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25. DISCLAIMER OF WARRANTIES; LIMITATION OF LIABILITY. THE PRODUCTS PROVIDED BY VALGLB ARE PROVIDED "AS IS" AND VALGLB HEREBY DISCLAIMS ALL WARRANTIES, CONDITIONS, GUARANTEES AND REPRESENTATIONS RELATING TO THE PRODUCTS, EXPRESS OR IMPLIED, ORAL OR WRITTEN, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE. UNDER NO CIRCUMSTANCES SHALL VALGLB OR VALGLB'S SUPPLIERS, OFFICERS OR EMPLOYEES BE LIABLE FOR ANY PUNITIVE, EXEMPLARY, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR OTHER INDIRECT LOSS OR DAMAGE THAT MAY ARISE OUT OF OR IN CONNECTION WITH THIS AGREEMENT, REGARDLESS OF WHETHER SUCH DAMAGES COULD HAVE BEEN FORESEEN OR PREVENTED. IN NO EVENT WILL THE LIABILITY OF VALGLB FOR ANY DAMAGES HEREUNDER EXCEED THE FEES PAID TO ME UNDER THIS AGREEMENT DURING THE TWELVE MONTHS PRIOR TO THE TIME AT WHICH THE DAMAGES AROSE REGARDLESS OF THE FORM OF ACTION, WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, PRODUCTS LIABILITY, OR OTHERWISE.

26. During the term of this Agreement, and for one (1) year thereafter, I will not solicit or recruit VALGLB employees or Affiliates, whether active or inactive, to participate in a network marketing program whether or not such marketing company offers competing services or products. I acknowledge that my violation of this provision will result in the termination of all commissions and payments of any kind owed to me by VALGLB.

27. I understand and agree that certain personal information relating to me and my business will be collected, used, and retained by VALGLB in accordance with its Privacy Policy, as amended from time to time, and otherwise in accordance with applicable Federal and State privacy laws, and I hereby consent to the same. I also consent to any amendments or revisions to the VALGLB Privacy Policy.

28. I authorize VALGLB to send me e-mail messages, text messages, and/or notify me by phone or facsimile regarding its products, services, compensation, and offer other topics that VALGLB determines may be of interest or benefit to me. I agree that my receipt of such messages will not be deemed a violation of any federal or state legislation or regulations.

By ticking the box below, I certify that I am voluntarily becoming a VALGLB Affiliate with Valentus Global Enterprises Inc. I agree to act with integrity and abide by the Agreement, including the VALGLB policies and procedures as they are amended from time to time. I understand that VALGLB can modify this Agreement at any time. I understand that VALGLB is not liable for any statements made by VALGLB Affiliates. I agree and understand that my sales results will determine my success with VALGLB. I have read this agreement and agree to abide by the terms of this agreement, including the VALGLB compensation plan and Policies and Procedures.

I Agree



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