

FOREWORD

Our affiliates are very important to us. We do our best to treat you with the fairness and respect you deserve. We simply ask the same consideration of you. We have written the following affiliate agreement with you in mind, as well as to protect our company's good name. So please bear with us as we take you through this legal formality.

If you have any questions, please don't hesitate to let us know. We are strong believers in straight-forward and honest communication. For quickest results please email us at affiliates@tanyadoeshairllc.com. You can also reach us via phone at 1-720-461-9751.

Best regards,

Tanya Mason, CEO
TanyaDoesHair™, LLC

AFFILIATE AGREEMENT

PLEASE READ THE ENTIRE AGREEMENT.

YOU MAY PRINT THIS PAGE FOR YOUR RECORDS.

THIS IS A LEGAL AGREEMENT BETWEEN YOU AND TANYADOESHAIR, LLC.

BY SUBMITTING THE ONLINE AFFILIATE APPLICATION YOU ARE AGREEING THAT YOU HAVE READ AND UNDERSTAND THE TERMS AND CONDITIONS OF THIS AGREEMENT AND THAT YOU AGREE TO BE LEGALLY RESPONSIBLE FOR EACH AND EVERY TERM AND CONDITION.

1. Overview

This Agreement contains the complete terms and conditions that apply to you becoming a MYWater™ representative of TanyaDoesHair™, LLC's Affiliate Program. The purpose of this Agreement is to allow HTML linking between your web site (as well as social media sites) and the TanyaDoesHair™, LLC purchasing infrastructure (e.g., website, Square®, or other payment systems used by TanyaDoesHair™, LLC for the purchase of MYWater™ Hair Solution). Please note that throughout this Agreement, "we," "us," and "our" refer to TanyaDoesHair™, LLC, and "you," "your," and "yours" refer to the affiliate.

2. Affiliate Obligations

2.1. To begin the enrollment process, you will complete and submit the online MYWater™ affiliate application available on the TanyaDoesHair™, LLC website. The fact that we auto-approve applications does not imply that we may not re-evaluate your application at a later time. We may reject your application at our sole discretion. We may cancel your application if we determine that your site is unsuitable for our Program, including if it:

2.1.1. Promotes sexually explicit materials

2.1.2. Promotes violence

2.1.3. Promotes discrimination based on race, sex, religion, nationality, disability, sexual orientation, or age

2.1.4. Promotes illegal activities

2.1.5. Incorporates any materials which infringe or assist others to infringe on any copyright, trademark or other intellectual property rights or to violate the law

2.1.6. Includes "TanyaDoesHair™, LLC", "MYWater™", or variations or misspellings thereof in its domain name

2.1.7. Is otherwise in any way unlawful, harmful, threatening, defamatory, obscene, harassing, or racially, ethnically or otherwise objectionable to us in our sole discretion.

2.1.8. Contains software downloads that potentially enable diversions of commission from other affiliates in our program.

2.1.9. You may not create or design your website or any other website that you operate, explicitly or implied in a manner which resembles our website nor design your website in a manner which leads customers to believe you are TanyaDoesHair™, LLC or any other affiliated business.

2.2. As a member of TanyaDoesHair™, LLC's Affiliate Program, you will have access to the MYWater™ Affiliate Account Manager. Here you will be able to purchase MYWater™ Hair Solution at wholesale prices (for retail resale); browse and download referral tracking codes and links (HTML code that provides trackable links to web pages within the TanyaDoesHair™, LLC web site); access banners and social media creatives; and view referral sales and approved commissions. In order for us to accurately keep track of all guest visits from you to our site, you must use the designated link or HTML code that we provide for each banner, text link, or other affiliate creative we provide to you.

2.3. TanyaDoesHair™, LLC reserves the right, at any time, to review your placement and use of your links. We may request that you change the placement or use to comply with the guidelines provided to you.

2.4. The maintenance and the updating of your site will be your responsibility. We may monitor your site as we feel necessary to make sure that it is up-to-date. We may notify you of any recommended changes that we feel would enhance your performance.

2.5. It is entirely your responsibility to follow all applicable intellectual property and other laws that pertain to your site. You must have express permission to use any person's copyrighted material, whether it be a writing, an image, or any other copyrightable work. We will not be responsible (and you will be solely responsible) if you use another person's copyrighted material or other intellectual property in violation of the law or any third party rights.

2.6. Affiliate agrees to sell MYWater™ Hair Solution products at our suggested retail price. MYWater™ Hair Solution products may not be resold for more than the current listed retail price on our web site. Affiliates may purchase MYWater™ Hair Solution product inventory at a wholesale discount price via the Affiliate account manager for initial retail and restocking purposes.

2.7. Affiliates agree not to alter, damage, substitute nor otherwise tamper with MYWater™ Hair Solution, its packaging or content ingredients. Affiliates agree to only sell unopened and sealed MYWater™ Hair Solution products to retail Affiliate customers. Damaged products must be returned within 15 days of shipment for full replacement.

3. TanyaDoesHair™, LLC's Rights and Obligations

3.1. We have the right to monitor your site at any time to determine if you are following the terms and conditions of this Agreement. We may notify you of any changes to your site that we feel should be made, or to make sure that your links to our web site are appropriate. If you do not make the changes to your site that we feel are necessary, we reserve the right to terminate your participation in the MYWater™ Affiliate Program.

3.2. TanyaDoesHair™, LLC reserves the right to terminate this Agreement and your participation in the MYWater™ Affiliate Program immediately and without notice to you should you commit fraud in your use of the MYWater™ Affiliate Program or should you abuse this program in any way. If such fraud or abuse is detected, TanyaDoesHair™, LLC shall not be liable to you for any commissions for such fraudulent sales.

3.3. This Agreement will begin upon our acceptance of your Affiliate application and will continue unless terminated hereunder.

4. Termination

Either you or we may end this Agreement AT ANY TIME, with or without cause, by giving the other party written notice. Written notice can be in the form of mail, email or fax. In addition, this Agreement will terminate immediately upon any breach of this Agreement by you.

5. Modification

We may modify any of the terms and conditions in this Agreement at any time at our sole discretion. In such event, you will be notified by email. Modifications may include, but are not limited to, changes in the payment procedures and MYWater™ Affiliate Program rules. If any modification is unacceptable to you, your only option is to end this Agreement. Your continued participation in TanyaDoesHair™, LLC's MYWater™ Affiliate Program following the posting of the change notice or new Agreement on our site will indicate your agreement to the changes.

6. Payment

Affiliates shall earn a commission of 30% on all online retail purchases made by referred Affiliate customers as captured by the use of the Affiliate's purchasing code provided upon acceptance into the MYWater™ Affiliate program. Commission payments will be processed on the 15th day of each month. Payments are issued only when Affiliate commissions total \$100 or more [each month](#). ~~Unpaid c~~Commission ~~balances-balances~~ will carry forward ~~will carry forward~~ to the next month until Affiliate reaches minimum of \$100 earned.

7. Access to Affiliate Account Interface

You will create a password so that you may enter TanyaDoesHair™, LLC's secure affiliate account interface. From the Affiliate account manager you will be able to view your reports that will describe our calculation of the commissions due to you.

8. Promotion Restrictions

8.1. You are free to promote your own web sites, but naturally any promotion that mentions MYWater™ Hair Solution could be perceived by the public or the press as a joint effort. Certain forms of advertising are always prohibited by TanyaDoesHair™, LLC. For example, advertising commonly referred to as "spamming" is unacceptable to us and could cause damage to our name and brand. Other generally prohibited forms of advertising include the use of unsolicited commercial email (UCE), postings to non-commercial newsgroups and cross-posting to multiple newsgroups at once. In addition, you may not advertise in any way that effectively conceals or misrepresents your identity, your domain name, or your return email address. You may use mailings to customers to promote MYWater™ Hair Solution so long as the recipient is already a customer or subscriber of your services or web site, and recipients have the option to remove themselves from future mailings. Also, you may post on social media to promote MYWater™ Hair Solution so long as the social media site welcomes

commercial messages. At all times, you must clearly represent yourself and your web sites as independent from TanyaDoesHair™, LLC and the MYWater™ Hair Solution products. If it comes to our attention that you are spamming, we will consider that cause for immediate termination of this Agreement and your participation in the MYWater™ Affiliate Program. Any pending balances owed to you will not be paid if your account is terminated due to such unacceptable advertising or solicitation.

8.2. Affiliates that bid on Pay-Per-Click ad campaigns on keywords (either exclusively or in combination with other keywords) such as MYWater™, TanyaDoesHair™ LLC, www.TanyaDoesHairLLC.com, and/or any misspellings or similar alterations of these — must direct the traffic from such campaigns to their own website prior to re-directing it to ours. Affiliates that violate this policy will be considered trademark violators and will be banned from the MYWater™ Affiliate Program. We will do everything possible to contact the affiliate prior to the ban. However, we reserve the right to expel any trademark violator from our affiliate program without prior notice, and on the first occurrence of such Pay-Per-Click bidding behavior.

8.3. 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 TanyaDoesHair™, LLC’s site (i.e., no page from our site or any of MYWater™ Hair Solution’s content or branding is visible on the end-user’s screen). As used herein, “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 our site in IFrames, hidden links and automatic pop ups that open TanyaDoesHair™, LLC’s site;
- 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.

8.4. Affiliate shall exclusively use printed marketing materials provided by TanyaDoesHair™, LLC for offline marketing and advertising. Access to product brochures and other marketing tools are available in the Affiliate account manager.

9. Grant of Licenses

9.1. We grant to you a non-exclusive, non-transferable, revocable right to (i) access our site through HTML links solely in accordance with the terms of this Agreement and (ii) solely in connection with such links, to use our logos, trade names, trademarks, and similar identifying material (collectively, the "Licensed Materials") that we provide to you or authorize for such purpose. You are only entitled to use the Licensed Materials to the extent that you are a member in good standing of TanyaDoesHair™ LLC's MYWater™ Affiliate Program. You agree that all uses of the Licensed Materials will be on behalf of TanyaDoesHair, LLC™ and the good will associated therewith will inure to the sole benefit of TanyaDoesHair™, LLC.

9.2. Each party agrees not to use the other's proprietary materials in any manner that is disparaging, misleading, obscene or that otherwise portrays the party in a negative light. Each party reserves all of its respective rights in the proprietary materials covered by this license. Other than the license granted in this Agreement, each party retains all right, title, and interest to its respective rights and no right, title, or interest is transferred to the other.

10. Disclaimer

TANYADOESHAIR™, LLC MAKES NO EXPRESS OR IMPLIED REPRESENTATIONS OR WARRANTIES REGARDING TANYADOESHAIRLLC.COM WEB SITE OR THE PRODUCTS OR SERVICES PROVIDED THEREIN, ANY IMPLIED WARRANTIES OF TANYADOESHAIRLLC.COM'S ABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT ARE EXPRESSLY DISCLAIMED AND EXCLUDED. IN ADDITION, WE MAKE 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.

11. Representations and Warranties

You represent and warrant that:

11.1. This Agreement has been duly and validly executed and delivered by you and constitutes your legal, valid, and binding obligation, enforceable against you in accordance with its terms;

11.2. You have the full right, power, and authority to enter into and be bound by the terms and conditions of this Agreement and to perform your obligations under this Agreement, without the approval or consent of any other party;

11.3. You have sufficient right, title, and interest in and to the rights granted to us in this Agreement.

12. Limitations of Liability

WE WILL NOT BE LIABLE TO YOU WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT UNDER ANY CONTRACT, NEGLIGENCE, TORT, STRICT LIABILITY OR OTHER LEGAL OR EQUITABLE THEORY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES (INCLUDING, WITHOUT LIMITATION, LOSS OF REVENUE OR GOODWILL OR ANTICIPATED PROFITS OR LOST BUSINESS), EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FURTHER, NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT, IN NO EVENT SHALL TANYADOESHAIR, LLC'S CUMULATIVE LIABILITY TO YOU ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER BASED IN CONTRACT, NEGLIGENCE, STRICT LIABILITY, TORT OR OTHER LEGAL OR EQUITABLE THEORY, EXCEED THE TOTAL COMMISSION FEES PAID TO YOU UNDER THIS AGREEMENT.

13. Indemnification

You hereby agree to indemnify and hold harmless TanyaDoesHair™, LLC, and its subsidiaries and affiliates, and their directors, officers, employees, agents, shareholders, partners, members, and other owners, against any and all claims, actions, demands, liabilities, losses, damages, judgments, settlements, costs, and expenses (including reasonable attorneys' fees) (any or all of the foregoing hereinafter referred to as "Losses") insofar as such Losses (or actions in respect thereof) arise out of or are based on (i) any claim that our use of the affiliate trademarks infringes on any trademark, trade name, service mark, copyright, license, intellectual property, or other proprietary right of

any third party, (ii) any misrepresentation of a representation or warranty or breach of a covenant and agreement made by you herein, or (iii) any claim related to your site, including, without limitation, content therein not attributable to us.

14. Confidentiality

All confidential information, including, but not limited to, any business, technical, financial, and customer information, disclosed by one party to the other during negotiation or the effective term of this Agreement which is marked "Confidential," will remain the sole property of the disclosing party, and each party will keep in confidence and not use or disclose such proprietary information of the other party without express written permission of the disclosing party.

15. Miscellaneous

15.1. You agree that you are an independent contractor, and nothing in this Agreement will create any partnership, joint venture, agency, franchise, sales representative, or employment relationship between you and TanyaDoesHair™, LLC. You will have no authority to make or accept any offers or representations on our behalf. You will not make any statement, whether on Your Site or any other of Your Site or otherwise, that reasonably would contradict anything in this Section.

15.2. Neither party may assign its rights or obligations under this Agreement to any party, except to a party who obtains all or substantially all of the business or assets of a third party.

15.3. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Colorado without regard to the conflicts of laws and principles thereof.

15.4. You may not amend or waive any provision of this Agreement unless in writing and signed by both parties.

15.5. This Agreement represents the entire agreement between us and you, and shall supersede all prior agreements and communications of the parties, oral or written.

15.6. The headings and titles contained in this Agreement are included for convenience only, and shall not limit or otherwise affect the terms of this Agreement.

15.7. If any provision of this Agreement is held to be invalid or unenforceable, that provision shall be eliminated or limited to the minimum extent necessary such that the intent of the parties is effectuated, and the remainder of this agreement shall have full force and effect.

Tanya Mason, CEO TanyaDoesHair™, LLC

Date

Authorized Signature

Printed Name

Date