

## **Referral Program Agreement**

This Referral Program Agreement (the "Agreement") contains the entire agreement between MultiTarget Pharmaceuticals LLC and you, the Recommender, regarding your participation in this commission-based Referral Program (the "Referral Program"). Upon your submission of a Commission Request Form, this will be a legally binding agreement between you and us.

Unless the context requires otherwise, MultiTarget Pharmaceuticals LLC shall be referred to as "us, we or our" and the Recommender shall be referred to as "you, or your."

### 1) Term of the Agreement:

The term of this Agreement will begin upon your submission of a Commission Request Form to us and will end when both parties have fulfilled relevant terms and conditions of this Agreement.

### 2) Execution of the Agreement:

This Agreement is fully executed upon your submission of a Commission Request Form to us. You agree to all the terms and conditions of this Agreement when submitting the Commission Request Form to us.

### 3) Limitation of Liability:

We will not be liable for indirect, special or consequential damages, or any loss of revenue, profits or data, arising in connection with this Agreement or the Referral Program, even if we have been advised of the possibility of such damages. Further, our aggregate liability arising with respect to this Agreement and the Referral Program will not exceed the total commission fees paid or payable to you under this Agreement.

### 4) Independent Investigation:

You acknowledge that you have read this Agreement and agree to all its terms and conditions. You have independently evaluated the desirability of participating in the Referral Program and are not relying on any representation, guarantee or statement other than as set forth in this Agreement.

### 5) Referral Commissions:

The commission fee is 20% of the selling price of the product sold. A commission will only be credited to you after the purchaser has made full payment to us. If a customer later requests a refund or a charge back is issued by the credit card holder whose credit card was used to pay for that customer's account, any commissions that were paid to you will be billed to you and you hereby agree to be bound by law to reimburse us in full for any such commissions.

### 6) Payments Procedures:

Payments will only be made if you submit your Commission Request Form to us within 30 days from the Date of Purchase and if the Purchaser's Name, Date of Purchase, and

Purchase Order Number, or PayPal Transaction ID Number, provided by you match our sales record. Payments will be issued via check only, made payable to the Recommender named in the Commission Request Form, and mailed to the mailing address provided by the Recommender.

7) Withholding Taxes on Commissions:

You are considered an independent contractor and we will not withhold any federal taxes on your commissions. However we are required by the Internal Revenue Service to report your commission incomes. You agree to mail or fax us your completed W-9 form when your commissions are or expected to be \$600 or more. We reserve the right to withhold any payments until you have furnished to us a properly executed W-9 form as prescribed by the Internal Revenue Service. Our mailing address is: MultiTarget Pharmaceuticals LLC, 2150 West Dauntless Ave., Suite 101, Salt Lake City, Utah 84116. Our fax number is: (801) 303-1863.

8) False Commission Claims:

You can claim a commission under the Referral Program when and only when you are the purchaser of our products or you have recommended our products to someone who has thereafter purchased our products and who has provided you with his or her order information for a commission claim. Each purchase can only be used to claim a commission once. Any other commission claim will be deemed false. We reserve the right to request further information and withhold any payments until you, the purchaser, or the purchaser's institution have proved your purchase or referral. You acknowledge our right to prosecute any false commission claims from you, recover any payments from such claims and associated attorney fees and expenses.

9) Relationship of the Parties:

You and we are independent contractors, and nothing in this Agreement will create any partnership, joint venture, agency, franchise, or employment relationship between the parties. You will have no authority to make or accept any offers or representations on our behalf. You hereby agree that we do not guarantee or predict any type of profit or response under our Referral Program.

10) Indemnification:

You hereby agree to hold us harmless from and against any and all losses, claims, expenses, suits, damages, costs, demands or liabilities, joint or several, of whatever kind or nature which may arise out of or relating in any way to the participation in the Referral Program under this Agreement, including, without limitation, in each case attorneys' fees, costs and expenses actually incurred in defending against or enforcing any such losses, claims, expenses, suits, damages or liabilities.

11) Miscellaneous:

The laws of the United States and the State of Utah will govern this Agreement, without reference to rules governing choice of laws. Any action relating to this Agreement must be brought in the federal or state courts located in Salt Lake County, Utah and you irrevocably consent to the jurisdiction of such courts.

You may not assign this Agreement, by operation of law or otherwise, without our prior written consent. Subject to that restriction, this Agreement will be binding on, inure to the benefit of and be enforceable against the parties and their respective successors and assigns.

Our failure to enforce your strict performance of any provision of this Agreement will not constitute a waiver of our right to subsequently enforce such provision or any other provision of this Agreement.

12) Change of Terms and Conditions:

We reserve the right to change the terms and conditions of this Agreement as needed at any time and at our sole discretion.

13) Notification of Account Changes:

You agree to provide us with such other information relating to your participation in the Referral Program as we deem necessary or desirable. You agree to notify us if your address, email address, telephone number or billing information changes.

14) General Provisions:

The subject headings of the articles and sections are for convenience only, and shall not affect the construction or interpretation of any of its provisions. If any portion of this Agreement is found invalid or unenforceable, that portion shall be severed and the remainder of this Agreement shall remain in force.

This Agreement constitutes the entire agreement between the parties pertaining to its subject matter and supersedes all of our prior agreements, representations, and understandings. No waiver of any of the provisions of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver.

This Agreement may be executed in one or more counterparts. Each shall be deemed an original, but all of which together shall constitute one and the same instrument. If an organization is the participant, the individual signing up for the referral Program represents that he or she is duly authorized to enter into this Agreement on behalf of that organization.

15) Arbitration:

In the event of a dispute, the parties agree to submit the matter to the Community Dispute Resolution Service or any recognized Arbitration Board located within Salt lake County, Utah, before instituting litigation.