

Online Commission Enrollment Form

Clinic Name: _____

Physician's Name: _____

Contact Person at Clinic: _____

Contact's Email: _____

Clinic Registration Process:

- Step 1: Complete Enrollment Form, ACH Form and W-9 Form
- Step 2: Review and Sign Contract, initialing each page
- Step 3: Return Forms via mail, fax or email to Therapon

Therapon Skin Health – Affiliate Program
2081 Dime Drive
Springdale, AR 72764

Fax: 479-751-8947

Email: ProfessionalSales@therapon.com

- Step 4: Therapon will submit web icon and a unique URL address to the clinic.
- Step 5: Clinic can post Therapon Web icon with hyperlink on their website and go live!

Official Use Only

| | | | | |
|----------------------------|--|--|--|--|
| Customer Number: | | | | |
| ACH Form-Accounting: | | | | |
| W-9 Form-Accounting: | | | | |
| IT Hyperlink Confirmation: | | | | |

Request for Taxpayer Identification Number and Certification

**Give Form to the
 requester. Do not
 send to the IRS.**

| | | |
|---|--|---|
| Print or type See Specific Instructions on page 2. | Name (as shown on your income tax return) | |
| | Business name/disregarded entity name, if different from above | |
| | Check appropriate box for federal tax classification: <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <input type="checkbox"/> Other (see instructions) ▶ _____ | |
| | <input type="checkbox"/> Exempt payee | |
| | Address (number, street, and apt. or suite no.) | Requester's name and address (optional) |
| City, state, and ZIP code | | |
| List account number(s) here (optional) | | |

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

| Social security number | | | | | | | | | |
|------------------------|--|--|--|--|--|--|--|--|--|
| | | | | | | | | | |

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

| Employer identification number | | | | | | | | | |
|--------------------------------|--|--|--|--|--|--|--|--|--|
| | | | | | | | | | |

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

| | | |
|------------------|----------------------------|--------|
| Sign Here | Signature of U.S. person ▶ | Date ▶ |
|------------------|----------------------------|--------|

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

AUTHORIZATION AGREEMENT DIRECT DEPOSIT (ACH CREDITS)

I _____, hereby authorize Therapon Skin Health, hereinafter called COMPANY, to deposit monthly commissions earned directly into my account through an electronic credit to my (our) account (and if necessary, to electronically debit my/our account to correct erroneous credits) listed below. I/we agree that ACH transactions to my (our) account comply with all applicable law.

(Name on Account)

(Financial Institution Name)

(Branch if applicable)

(Address) (City/State) (Zip)

(Routing Number)

(Account Number)

Type of Account: **Checking** **Savings**

This authority is to remain in full force and effect until COMPANY has received written notification from me (or either of us) of its termination in such time and manner as to afford COMPANY and FINANCIAL INSTITUTION a reasonable opportunity to act on it.

(Print Name of Authorized Signor)

(Signature of Authorized Signor)

____/____/____
(Date)

****PLEASE ATTACH COPY OF VOIDED CHECK TO THIS FORM!***

Online Commission Agreement

This Web Sales Commission Agreement (hereinafter “Agreement”) is made by and agreed to between Therapon Skin Health, LLP (TSH) and _____ (hereafter “Customer”).

Introduction:

Whereas, TSH provides an “Affiliate Marketing Program” through provision of services (“Network Service”) via the Internet.

Whereas, the “Affiliate Marketing Program” operated by TSH is a program in which a Therapon wholesale customer operating one or more “Website(s)” (domain or portion of a domain within the Internet, subscription e-mail list(s) and/or other electronic portals may earn financial compensation (“Payouts”) for “Transactions” (“Sales”) made to individuals who purchase product from TSH after being introduced to TSH through the customer’s portal as otherwise agreed in this Agreement via web site or subscription e-mails through a click made by a third party (generally any person or entity that is NOT the customer or the customer’s agent) on an Internet connection (“Link”) to a specified Web site or sites operated by TSH. TSH may compensate the customer, in accordance with this Agreement and the Program specifications.

Whereas, TSH and Customer desire to enter into this Agreement reflecting Customer’s participation in the Affiliate Marketing Program.

NOW THEREFORE, in exchange for good and valuable consideration, the sufficiency of which is hereby acknowledged, TSH and Customer enter into this Agreement upon the following terms:

1. Eligible Transactions: Individuals who access TSH’s web site, whether on Therapon’s server with the Customer’s unique code or via a link that has been assigned to the Customer on the Customer’s site, and ultimately purchase product from TSH which are eligible for compensation paid by TSH to Customer under this Agreement shall hereafter be called Eligible Individuals as set forth below, upon the occurrence of the specified events, the relationship created under this Agreement between TSH and Customer shall be referred to as the Affiliate Relationship.

1.1 Term of Affiliate Relationship. The term of the Affiliate Relationship shall begin on the date the Eligible Individual acknowledges the Affiliate Relationship and shall continue with respect to each Eligible Individual for all purchases through one year from the date the relationship is established or until the Eligible Individual requests the termination of the relationship with Customer. At each anniversary of the establishment of any Affiliate Relationship, TSH will provide the Eligible Individual either electronically or by other commercially reasonable means the opportunity for the Eligible Individual to confirm the continued Affiliate Relationship. If the Eligible Individual confirms the relationship, the Affiliate Relationship will be renewed for an additional year from the anniversary date. If the Eligible Individual does not renew, then the Affiliate Relationship will be terminated on the anniversary date or at the Eligible Individual's request, whichever comes first.

1.2 Commissions. During the term of the Affiliate Relationship, Customer shall be eligible to earn a commission on all sales from the date an Eligible Individual uses the link provided to Customer by TSH to reach the TSH website and the Eligible Individual acknowledges the Affiliate Relationship by clicking the appropriate selection on the linked page, thereby establishing an Affiliate Relationship between TSH and Customer with respect to that Eligible Individual. A commission is earned on all Affiliate Relationship purchases for the duration of the relationship subject to the limitations established in section 1.1, Term of Affiliate Relationship. The commission rate may be changed at any time by TSH with 30 days' notice to the customer. The commission rate shall be on a twenty percent (20%) basis on the orders for the month. Commissions will be paid only on the actual retail purchase price paid by the Eligible Individual, specifically excluding but not limited to shipping, handling, and taxes. The price charged to an Eligible Individual on the TSH website is at the sole discretion of TSH. A commission can be earned through the unique URL assigned to a Customer or through a code provided by TSH.

1.3 Payment. Commissions will be paid on or before the 25th day of the month following the full calendar month the commission was earned through direct deposit into Customer's bank account or check at the sole discretion of TSH. Payments will only be remitted to Customer pursuant to the terms of this Agreement.

1.4 Charge-backs. In the event an Eligible Individual returns a product after a commission is paid to Customer, Customer is liable for the corresponding commission paid on the net proceeds of the sale. TSH will offset future commissions payable to Customer with the amount due. In the event no commissions are earned by Customer to offset within 30 days of the return, TSH may issue an invoice for the commission return due with terms due upon receipt.

1.5 Account Offset. TSH reserves the right to offset outstanding Customer account balances with commissions due.

1.6 Information. TSH will make commercially reasonable efforts to make purchase history and commission summary information available to Customer not more frequently than once per month.

2. Privacy and Confidentiality. TSH or Customer may provide the other with financial, proprietary, or other sensitive business information that is confidential and proprietary to that party or a third party, as is designated by the disclosing party (“Confidential Information”). The receiving party agrees to make commercially reasonable efforts, but in no case no less effort than it uses to protect its own Confidential Information, to maintain the confidentiality in order to protect any proprietary interests of the disclosing party. The receiving party shall take all commercially reasonable efforts to assure that the Confidential Information is only disclosed to persons whom the disclosing party has agreed to in writing and only then on a “need to know basis.” “Confidential Information” shall not include (even if designated by a party) information that is or becomes part of the public domain through no act or omission of the receiving party, or is lawfully received by the receiving party from a third party without restriction on use or disclosure and without breach of this Agreement or any other agreement without knowledge by the receiving party of any breach of fiduciary duty, or that the receiving party had in its possession prior to the date of this Agreement.

3. Term and Notices. This Agreement shall commence when the document is executed by authorized representatives of both TSH and the customer. This agreement will continue until written notification is provided by the terminating party to the other party. The agreement may be terminated at any time with or without cause by either party and will be effective on the postmark date of the notice of termination.

4. Prohibited Acts. In exchange for the right to participate in the Affiliate marketing program, Customer hereby agrees:

- (a) not to mislead others regarding TSH’s products or services or otherwise regarding Customer’s role, rights or obligations under this Agreement;
- (b) not to operate or utilize a Web site; e-mail Link to Web sites that contains or promotes, any of these types of content: libelous, defamatory, obscene, abusive, violent, bigoted, hate-oriented, cracking, hacking or warez, or the offer of any illegal good or service, or any other technology or Link to a Web site(s) that engages in any action prohibited by this Agreement;

- (c) not to engage in spamming, indiscriminate advertising or unsolicited commercial e-mail; and/or
- (d) not to engage in any illegal activity of any type, including but not limited to displaying illegal content on Customer's Web Site; offering any illegal good or service through Customer's Website or otherwise acting in concert with any other party who does so.
- (e) not to use the trademarks, logos, copy, photographs, images, or any other content from TSH's website or communications without the expressed written consent of TSH.

If Customer engages in any of the aforementioned prohibited acts, Customer shall be subject to immediate termination and/or deactivation as set forth in Section 4 and referral by TSH to the appropriate law enforcement agencies. TSH may not review all content on your Website. Customer shall remain solely responsible for your Website content. TSH is, under no circumstances, responsible for the practices of any Customer or such Customer's Website(s), and/or the content of Customers' subscription e-mails and/or the content that an Advertiser makes available through the Network Service. In the event that any litigation, claim or demand is threatened or served upon TSH based upon the content of Customer's web page, Customer shall fully defend, indemnify and hold TSH harmless from such threats, claims or litigation.

5. Business Operations. TSH will make reasonable commercial efforts to keep its Website(s) operational at all times. However, the parties agree it is normal to have a certain amount of system downtime and Customer agrees not to hold TSH liable for any of the consequences of such interruptions.

6. Authority and Compliance with Laws. Each party represents and warrants to the other party as to itself that the person executing this Agreement is authorized to do so on such party's behalf. Each party is responsible for compliance with the applicable local laws in the jurisdiction from which it operates and represents and warrants such compliance. Each party represents and warrants that the party shall have all appropriate authority and rights to participate in the transaction contemplated hereunder and that to the party's knowledge each is authorized to perform its obligations set forth in this Agreement.

By entering into this Agreement, Customer hereby represents and warrants that neither any federal, state or administrative law, rule, regulation or requirement prohibits it from providing the links contemplated by this Agreement or accepting the consideration and commissions provided for herein. To the extent that any litigation or claim may be threatened or instituted against TSH as a result of allegations that Customer has violated any law, rule or regulation governing Customer ("Claim"), Customer ("indemnitor") shall defend, indemnify and hold TSH ("indemnitee") harmless against all claims, suits, costs, damages and judgments incurred, claimed or sustained by any third parties, for any Claims, allegations related to the

indemnitor's obligations under this Agreement or for claims of product liability and/or malpractice or misfeasance whatsoever. Should any Claim give rise to a duty of indemnification under the provisions of this Agreement, then the indemnitee shall promptly notify the indemnitor, and the indemnitee shall be entitled, at its own expense, and upon reasonable notice to the indemnitor, to participate in, control the defense, compromise and to defend such Claim. The indemnitor may not settle any Claim without the consent of the indemnitee, except upon terms and conditions offered or consented to by the indemnitee, which consent shall not be unreasonably withheld. Neither participation nor control in the defense shall waive or reduce any obligations to indemnify or hold harmless.

- (a) Limitation of Liabilities. WITH THE EXCEPTION OF A PARTY'S INDEMNIFICATION OBLIGATIONS, ANY LIABILITY OF A PARTY UNDER THIS AGREEMENT SHALL BE LIMITED TO THE TOTAL OF COMMISSIONS DUE TO COMPANY.
- (b) Disclaimer of Warranties. TO THE FULLEST EXTENT PERMISSIBLE, PURSUANT TO APPLICABLE LAW, TSH DISCLAIMS ALL WARRANTIES EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, (A) MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, (B) WHETHER CUSTOMER IS PERMITTED TO ENTER INTO THIS AGREEMENT OR RECEIVE THE COMPENSATION RELATED THERETO, AND (C) REGARDING ANYTHING RELATED TO CUSTOMER'S WEB SITE, COMPUTER HARDWARE AND/OR SOFTWARE UTILIZED IN THE COURSE OF THIS AGREEMENT.
- (c) Benefit of the Bargain. THE PROVISIONS OF THIS SECTION 5 ARE AN ESSENTIAL ELEMENT OF THE BENEFIT OF THE BARGAIN REFLECTED IN THIS AGREEMENT.

7. Headings and References. Headings of Sections are for the convenience of reference only. Words indicated in quotes and capitalized signify an abbreviation or defined term for indicated words or terms, including those definitions contained in the opening paragraph.

7.1 Relationships of Parties/Third Party Rights. The relationships of the parties to this Agreement shall be solely that of contracting parties, and nothing contained in this Agreement shall be construed otherwise to create a principal-agent relationship between the parties. Nothing in this Agreement or in the business or dealings between the parties shall be construed to make them joint ventures or partners with each other. Neither party shall do anything to suggest to third parties that the relationship between the parties is anything other than that of contracting parties.

7.2 Choice of Law/Attorney's Fees. This Agreement is governed by the laws of the State of Arkansas (USA), except for its conflict of law provisions. The exclusive forum for any actions related to this Agreement shall be in the county courts of Washington County, Arkansas, and, to the extent that federal courts have exclusive jurisdiction, in Washington County Arkansas. The company consents to such venue and jurisdiction. The application of the United Nations Convention on the International Sale of Goods is expressly excluded. A party that primarily prevails in an action brought under this Agreement is entitled to recover from the other party its reasonable attorney's fees and costs. TSH controls and operates its Web site from its offices in the U.S.A. and access or use where illegal is prohibited.

7.3 Force Majeure. Neither party shall be liable by reason of any failure or delay in the performance of its obligations hereunder for any cause beyond the reasonable control of such party, including but not limited to electrical outages, failure of Internet service providers, riots, insurrection, war (or similar), fires, flood, earthquakes, explosions, and other acts of God.

7.4 Severability Waiver. If any provision of this Agreement is held by any court of competent jurisdiction to be illegal, null or void or against public policy, the remaining provisions of this Agreement shall remain in full force and effect. The parties shall in good faith attempt to modify any invalidated provision to carry out the stated intentions in this Agreement. The waiver of any breach of any provision under this Agreement by any party shall not be deemed to be a waiver of any preceding or subsequent breach, nor shall any waiver constitute a continuing waiver.

7.5 Entire Agreement, Assignment, and Amendment. This Agreement, including the Introduction, contains the entire understanding and agreement of the parties and there have been no promises, representations, agreements, warranties or undertakings by either of the parties, either oral or written, except as stated in this Agreement. Neither party may assign this Agreement without the prior express written permission of the other party. This Agreement may only be altered, amended or modified by an instrument that is assented to by each party to this Agreement by verifiable means, including without limitation by written instrument signed by the parties or through a "click through" acknowledgement of assent. Notwithstanding the foregoing, TSH shall have the right to change, modify or amend ("Change") this Agreement, in whole or in part, by notifying the company of such Change, by e-mail, at least fourteen (14) days prior to the Effective Date of such Change; provided, however, that either party shall have the right to terminate this Agreement pursuant to Section 6 in event that Customer does not agree to such Change. The customer's use of the Network Service is irrefutable acknowledgement by the company that the company has read, understood and agreed to each and every term and provision of this Agreement.

Contact Information:

Therapon Skin Health, Limited Partnership
2081 Dime Drive
Springdale, AR 72764

Phone (479) 751-7345; (800) 443-7549
Fax (479) 751-8947

Therapon Skin Health is an Arkansas Limited Partnership.
[For questions regarding this Agreement, please contact: dsmith@therapon.com](mailto:dsmith@therapon.com)

Therapon Skin Health, Limited Partnership:

Date: _____

Customer:

Entity Name (Please Print)

Authorized Signer (Please Print)

Signature

Date: _____