

**SABRINA PHILIPP & ASSOCIATES, LLC**  
**LAUNCH, BABY, LAUNCH**  
**AFFILIATE PROGRAM AGREEMENT**

By registering for this Affiliate Program, you (the “Recipient”) are entering into a legally binding Agreement (“Agreement”) with SABRINA PHILIPP & ASSOCIATES LLC (the “Company”), as represented by SABRINA PHILIPP (the “Owner”), subject to the following terms and conditions:

1. TERMS OF PROGRAM.

- a. The name of this affiliate program is the LBL Affiliate Program (the “Affiliate Program”). This Affiliate Program is for LAUNCH, BABY, LAUNCH only and not any other services or programs available through the Owner.
- b. For purposes of this Agreement, the term “Recipient” refers to the individual or legal entity who applies for and is accepted into the Affiliate Program. The term “Owner” refers to the sponsor of the Affiliate Program. The term “the Owner’s Website” refers to the website that the Owner maintains at SABRINAPHILIPP.COM.
- c. The Owner reserves the right to approve or reject any Affiliate Program request in its sole and absolute discretion. The Recipient will have no legal recourse against the Owner for the rejection.
- d. Even after the Owner has accepted the Recipient as an Affiliate Program member, the Owner reserves the absolute right to rescind or terminate the Recipient affiliate status for any reason in its sole and absolute discretion. Should Recipient be terminated, they will be informed in writing and provided with a final payout of any commissions due within seven (7) business days.
- e. The Owner makes no representations and warranties regarding potential income that may result from participation in this Affiliate Program and specifically disclaims any and all warranties relative to earning potential from the Recipient affiliate status.

2. MARKETING TERMS

- a. The Recipient will be fully responsible for all costs and expenses marketing the Affiliate Program, including but not limited to all costs associated with the creation of marketing materials, costs of inserting the Owner's links into Recipient's website, offline marketing costs, postage costs, and all other costs and expenses, and the Recipient hereby holds the Owner harmless from or against the same.
- b. As a Program Affiliate, the Recipient will have the obligation to place links on its site directing users to the Owner's site.
- c. As a Program Affiliate, the Recipient is given a limited term license, during the term of the Recipient's active participation as a Program Affiliate, to utilize the Owner's logo images provided to the Recipient on the website that the Recipient designates.
- d. The Recipient will only be permitted to use the website or marketing channels that the Owner approves and/or provides to the Recipient. Any additional websites or entities will require additional approval by the Owner.
- e. The Recipient consents to the Owner monitoring the Recipient's website to determine continued compliance with this Agreement.

### 3. COMPENSATION

- a. Commissions will be paid to the Recipient at a flat rate of \$450 USD per sale made to users who access the Owner's site through the Recipient's site.
- b. The Recipient shall receive one (1) commission payment of \$450 USD for every transaction made by users who paid in full and six (6) bi-weekly commission payments of \$75 USD for every transaction made by users who are enrolled on a payment plan.
- c. If a user enrolled in the Launch, Baby, Launch course on a payment plan is late on their payments to the Company, the commission payments by the Company to the Recipient shall be delayed until the user is current on their payments to the Company. If a user ceases to make payments to the Company for whatever reason, the commission payments for that user by the Company to the Recipient shall also cease.

- d. Commissions will not be calculated based upon amounts that are attributable to credit card fraud, credits given to customers, bad debt write-off and returned goods.
  - e. The Owner reserves the right to deduct in subsequent months for any commission that the Owner paid that is for a product that is subsequently returned or refunded, or for any other reason if the previous monthly commission was overpaid or later subject to reduction.
  - f. Commissions will be paid to the Recipient within seven (7) business days of transactions made by users to the Company. The Owner does not guarantee an exact date of calculation of commissions or payments.
  - g. The Recipient shall not purchase Launch, Baby, Launch using their own affiliate link. If the Company discovers that the Recipient has enrolled in the course using their own affiliate link, the Company shall cancel the commission payment for that transaction.
  - h. All payments will be made via PAYPAL to the address provided to the Owner.
4. **TERM AND TERMINATION.** The effectiveness hereof and binding effect shall occur upon acceptance of this Agreement. This Agreement shall remain in full force and effect until terminated by the Recipient or by the Owner. Either the Owner or the Recipient may terminate this Agreement at any time, with or without cause, by giving the other party written notice of termination in compliance with this Agreement. Notices sent hereunder shall be via Email to the Recipient at the Email address provided and any and all notices to the Recipient via Email at such address shall be deemed to be effective notice to the Recipient for all purposes.
5. **INTELLECTUAL PROPERTY.** The Recipient will have a non-exclusive, limited term license to use the trademarks, logos, and copyrighted material that the Owner provided to the Recipient for use solely for marketing purposes. The Recipient grants to the Owner a non-exclusive right and license to use the Recipient's trademarks, trade names, service marks, business names, web page titles, slogans, logos, and copyrighted materials for the purposes of promoting, advertising, announcing, or marketing the Recipient participation in the Owner Affiliate Program.

6. CONFIDENTIALITY. This Agreement is considered a mutual non-disclosure agreement. Both Parties agree not to disclose, reveal or make use of any information learned by either party during discussions or otherwise.
7. NON-DISPARAGEMENT. The Parties agree and accept that the only venue for resolving a dispute shall be in the venue set forth herein below. The Parties agree that they neither will engage in any conduct or communications with a third party, public or private, designed to disparage the other. Neither Recipient nor any of Recipient's associates, employees or affiliates will directly or indirectly, in any capacity or manner, make, express, transmit, speak, write, verbalize or otherwise communicate in any way (or cause, further, assist, solicit, encourage, support or participate in any of the foregoing), any remark, comment, message, information, declaration, communication or other statement of any kind, whether verbal, in writing, electronically transferred or otherwise, that might reasonably be construed to be derogatory or critical of, or negative toward, the Owner or any of its programs, affiliates, subsidiaries, employees, agents or representatives.
8. REPRESENTATIONS AND WARRANTIES. The Recipient hereby represents and warrants to the Owner to have the complete power and authority to enter into this Agreement and that this Agreement constitutes a valid and legally enforceable agreement. The entry of this Agreement has been duly and validly authorized by all necessary corporate or other organizational actions and approvals. The Recipient's entry of this Agreement is not prohibited by the terms of any document, is not contrary to any law, rule or regulations, and is not in violation of any court or administrative order.
9. RELATIONSHIP OF THE PARTIES. Nothing contained herein shall be interpreted as creating any relationship other than that of independent contracting parties. The parties shall not be construed as being partners, in a joint venture, shareholders, employer/employee, agent/servant. The Recipient has no power or authority to bind the Owner to any obligation, agreement, debt or liability. The Recipient shall not hold itself out as an agent or representative of the Owner.

10. INDEMNIFICATION. Each party shall indemnify, defend, and hold harmless the other, its current and former employees, or agents, from and against any claims, including third party claims, demands, loss, damage, liability, or expense (including attorney's fees) relating to a) the negligence, recklessness, or willful misconduct of the indemnifying party or any party under direction or control of the indemnifying party, or b) the damage, loss, or destruction of any property, profit, or revenue (both real or imagined) of the indemnified party, or its contractors.
  
11. DISPUTE RESOLUTION. If a dispute is not resolved first by good-faith negotiation between the parties to this Agreement, any controversy or dispute to this Agreement will be submitted to the American Arbitration Association. The arbitration shall occur within ninety (90) days from the date of the initial arbitration demand and shall take place in MIAMI, FLORIDA or via telephone. The Parties shall cooperate in exchanging and expediting discovery as part of the arbitration process and shall cooperate with each other to ensure that the arbitration process is completed within the ninety (90) day period. The written decision of the arbitrators (which will provide for the payment of costs, including attorneys' fees) will be absolutely binding and conclusive and not subject to judicial review, and may be entered and enforced in any court of proper jurisdiction, either as a judgment of law or decree in equity, as circumstances may indicate.
  
12. GOVERNING LAW. This Agreement shall be governed by and construed in accordance with the laws of the State of MIAMI, FLORIDA within THE UNITED STATES OF AMERICA, regardless of the conflict of laws or principles thereof.
  
13. ENTIRE AGREEMENT. This Agreement contains the entire agreement between the parties and supersedes all prior agreements between the parties, whether written or oral. No representations, inducements, promises, or agreements which are not embodied herein shall be of any force or effect. This Agreement may not be modified, amended, varied, waived, explained, added to, extended, changed in any way, except by a written instrument executed by a person authorized to execute such an instrument on behalf of both the Owner and the Recipient.