

MAGNAWAVE

MAGNAWAVE AFFILIATE COMMISSION AGREEMENT

This Affiliate Agreement (the "Agreement"), as of the latest signature below (the "Effective Date"), is entered by and between MagnaWave, Inc. ("MagnaWave"), a Kentucky corporation with a principal place of business located at 2208 Plantside Drive, Louisville, KY 40299, and Affiliate, _____ (the "Affiliate"), who resides at _____. Both MagnaWave and the Affiliate are herein referred to together as the "Parties," and each individually as a "Party."

RECITALS

WHEREAS, MagnaWave is in the business of developing, manufacturing, and selling Pulsed Electro-Magnetic Fields ("PEMF") equipment and devices and offering PEMF related services, including education, certification, and product information;

WHEREAS, Affiliate has a background in PEMF technologies and is willing to provide marketing and sales services to MagnaWave as an Affiliate;

WHEREAS, MagnaWave desires to have Affiliate provide services to MagnaWave by marketing and selling MagnaWave's products in North America (the "Territory"); and

WHEREAS, MagnaWave desires to nominate and appoint Affiliate within the Territory for the purposes of soliciting orders for MagnaWave's products and services from potential sales leads or prospective MagnaWave customers ("Leads") subject to the terms and conditions more fully described herein;

NOW, THEREFORE, in consideration of the mutual covenants, terms, and conditions set out herein, the Parties agree as follows:

1. ***Incorporation of Recitals.*** The foregoing recitals are incorporated herein by reference as if fully set forth.
2. ***Description of Services.*** Affiliate agrees to perform the following services (the "Services") for the benefit of MagnaWave:
 - a. Gather Leads for potential MagnaWave customers;

- b. Enter MagnaWave's "Lead Registration Form" or provide the "Send to a Friend - Lead Registration Form" link to be completed by the Lead, for all Leads from the Affiliate; and
- c. Market and support Leads in any manner necessary to generate sales for MagnaWave;

3. **Performance of Services.** The manner in which the Services are to be performed and the specific hours to be worked by Affiliate shall be determined by Affiliate. MagnaWave will rely on Affiliate to work as many hours as may be reasonably necessary to fulfill Affiliate's obligations under this Agreement.

4. **Lead Registration.** In connection with your services as Affiliate, you agree to register Leads, or provide Lead Registration Form to register with MagnaWave. By registering Leads, or providing Lead Registration Form to the lead, you, or the lead, agrees to grant permission to MagnaWave to contact Registered Leads. All Registered Leads will be contacted by MagnaWave within two (2) business days.

5. **Commission Payments.** In exchange for the Services provided by Affiliates, MagnaWave agrees to make commission payments to Affiliate based on percentage of products sold subject to the terms and conditions below and as detailed by the "Commission Schedule" attached to this Agreement.

6. **New Project Approval.** The Parties recognize that Affiliate's Services will include working on various projects for MagnaWave. Affiliate shall obtain approval from MagnaWave prior to beginning work related to a new MagnaWave product or project. Projects can include trade shows, volume purchases, and special purchase arrangements.

7. **Term.** This Agreement shall have an initial term of one-year (the "Initial Term") from the start of the Effective Date and shall automatically renew for one-year periods unless terminated by either Party.

8. **Termination.**

- a. Termination by Both Parties. Either Party may terminate this Agreement if the other Party breaches this Agreement and does not cure such breach within ten (10) days after receiving written notice from the non-breaching Party.
- b. Termination by MagnaWave. MagnaWave may terminate this Agreement immediately without cause for any reason.
- c. Termination by Affiliate. Affiliate may terminate this Agreement by providing thirty (30) days written notice to MagnaWave.

9. **Indemnification.** The Affiliate agrees to indemnify, defend, and hold harmless MagnaWave from and against any claims, damages, expenses and losses, including reasonable attorney's fees, arising from or relating to any breach by the Affiliate of this Agreement.

10. **Confidentiality.** During the course of the Affiliate's performance of Services for MagnaWave, the Affiliate will receive, have access to documents, records, and information of a confidential and proprietary nature to MagnaWave and customers of MagnaWave. This confidential and proprietary information may include, but is not limited to, machinery, products, pricing, costs, discounts, future business plans and business affairs, process information, trade secrets, technical information, etc. Affiliate acknowledges and agrees that such information is an asset of MagnaWave or its clients, is not generally known to the trade, is of a confidential nature and, to preserve the goodwill of MagnaWave and its clients must be kept strictly confidential and used only in the performance of the Affiliate's duties under this Agreement. The Affiliate agrees that he/she will not use, disclose, communicate, copy, or permit the use or disclosure of any such information to any third party in any manner whatsoever except to the existing employees of MagnaWave or as otherwise directed by MagnaWave in the course of the Affiliate's performance of services under this Agreement, and thereafter only with the written permission of MagnaWave. Upon termination of this Agreement or upon the request of MagnaWave, the Affiliate will return to MagnaWave all of the confidential information, and all copies or reproductions thereof, which are in Affiliate's possession, custody, or control. This confidentiality provision shall remain in full force and effect for eight (8) months after the termination of this Agreement for any reason.

11. **Exclusivity.** The Affiliate agrees that during the duration of this Agreement, and for a period of six (6) months after the termination or expiration of this Agreement, the Affiliate will not undertake marketing for a competitor in the same business as MagnaWave.

12. **Notices.** All notices, requests, consents, claims, demands, waivers, and other communications hereunder shall be in writing and shall be deemed to have been given: (a) when delivered by hand (with written confirmation of receipt); (b) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); (c) on the date sent by facsimile or email (with confirmation of transmission) if sent during normal business hours of the recipient, and on the next business day if sent after normal business hours of the recipient; or (d) on the third day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid. Such communications must be sent to the respective Parties at the addresses set out on the first page of this Agreement (or to such other address that may be designated by a Party from time to time in accordance with this Section).

a. **To MagnaWave.** All notices under this Agreement shall be made to MagnaWave at:

Magna Wave, Inc.
Alane Paulley
President

2208 Plantside Dr., Louisville, KY 40299

b. **To Affiliate:** All notices under this Agreement shall be made to Affiliate at:

13. **Independent Contractor.** The Affiliate is retained as an independent contractor of MagnaWave. The Affiliate acknowledges and agrees that (i) the Affiliate is solely responsible for the manner and form by which the Affiliate performs under this Agreement, and (ii) the Affiliate is a self-employed individual, who performs services similar to the services outlined in the attached Schedule of Services for various entities and individuals other than MagnaWave. The Affiliate is responsible for the withholding and payment of all taxes and other assessments arising out of the Affiliate's performance of services, and neither the Affiliate nor any of the Affiliate's employees or independent clients shall be entitled to participate in any employee benefit plans of MagnaWave. If the Affiliate has obtained employees or agents (the "Affiliate Personnel"), the Affiliate shall be solely responsible for all costs associated with the Affiliate Personnel and all Affiliate Personnel are not independent contractors of MagnaWave.

14. **Force Majeure.** If either Party is unable to perform any of its obligations by reason of fire or other casualty, strike, act or order of public authority, act of God, or other cause beyond the control of such Party, then such Party shall be excused from such performance during the pendency of such cause.

15. **Binding Effect.** Neither Party may assign any of its rights or delegate any of its obligations hereunder without the prior written consent of the other Party. Any purported assignment or delegation in violation of this Paragraph shall be null and void. No assignment or delegation shall relieve the assigning or delegating Party of any of its obligations hereunder. This Agreement is for the sole benefit of the Parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer on any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement.

16. **Counterparts.** If the Parties sign this Agreement in counterparts, each will be deemed an original, but all counterparts together will constitute one instrument. Copies signed and transmitted electronically in a form readable by the recipient or by facsimile are as binding as if the original was signed in person. This Agreement shall not be binding upon any Party until all Parties have executed it.

17. **Further Assurances.** The Parties, individually or by and through their respective attorneys, shall execute any further documents or pleadings as may be necessary to accomplish the performance of their mutual obligations under the Agreement.

18. **Applicable Law.** This Agreement shall be construed and interpreted under the laws of the Commonwealth of Kentucky.

19. **Warranty of Understanding.** Each undersigned Party has read this Agreement and understands all of its terms. Each undersigned Party agrees that this Agreement may affect the undersigned Party's legal rights and acknowledges that the undersigned Party has either consulted with an attorney or has affirmatively chosen to execute this Agreement without consulting an attorney.

20. **Forum and Jurisdiction.** In the event that a dispute arises between the Parties relating to or arising under this Agreement, the Parties agree that Jefferson Circuit Court, Kentucky will be the sole and exclusive forum for any such action and the Parties agree that Jefferson Circuit Court will have personal and subject matter jurisdiction over any such dispute.

21. **Invalidity.** The provisions of this Agreement are severable and the invalidity of any one or more provisions shall not affect the validity of any other provision. In the event that a court of competent jurisdiction shall determine that any provision of this Agreement or the application thereof is unenforceable in whole or in part, the Parties agree that said court in making such determination shall have the power to modify such provision to the minimum extent necessary to make it enforceable, and that the Agreement in its reduced form shall be valid and enforceable to the full extent permitted by law.

22. **Costs of Litigation or Other Proceedings.** If any Party, or any other person acting on a Party's behalf institutes suit or other proceedings in connection with, to enforce, and/or to avoid the effect of, this Agreement, then the prevailing Party shall be entitled to recover all costs and expenses, including, but not limited to, reasonable fees and disbursements of counsel and other professionals (and including costs and expenses incurred in connection with enforcing the terms of this sentence), incurred by such Party.

23. **Amendments; Waivers.** No amendment of this Agreement will be effective unless in writing and signed by the Affiliate and by the authorized representative of MagnaWave. No waiver of any provision of this Agreement will be effective unless it is in writing and signed by the Party or Parties granting the waiver (and no such waiver will constitute a waiver of any other provision of, or noncompliance with, this Agreement).

24. **Entire Agreement.** This Agreement constitutes the entire understanding between the Parties and supersedes all other agreements, whether written or oral, between or amongst the Parties concerning any subject matter whatsoever. The background recitals of this Agreement, as set forth in the preceding paragraphs beginning with "WHEREAS," are incorporated herein and made a part of this Agreement.

[SIGNATURES TO FOLLOW ON THE NEXT PAGE]

MAGNAWAVE

By: *Alane Paulley*

Title: President

Printed Name: Alane Paulley

Date: 1-1-24

120650/156508:4879-9266-9822v1