



KETO MOJO COLLABORATION TERMS AND CONDITIONS

Last Updated: July 21, 2026

These Keto-Mojo Collaboration Terms and Conditions ("Terms") are incorporated by reference in and made a part of a written proposal, order form, or other ordering document acceptable in writing ("Proposal") and executed by and between Keto-Check Inc. or its Affiliate specified in the Proposal ("Keto Mojo") and the wellness organization identified as the Partner in the Proposal ("Partner" or "you"). These Terms, together with the Proposal, schedules, and addenda attached thereof, shall collectively constitute the entire agreement ("Agreement") between Keto Mojo and Partner (Keto Mojo and Partner, collectively, the "Parties," each a "Party").

BY EXECUTING A PROPOSAL, YOU ARE ACCEPTING AND AGREEING TO BE BOUND BY THE TERMS OF THIS AGREEMENT AND REPRESENTING THAT YOU HAVE FULL RIGHT, POWER, AND AUTHORITY TO ENTER INTO AND PERFORM HEREUNDER. IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND SUCH ENTITY TO THE TERMS AND CONDITIONS OF THIS AGREEMENT AND TO CARRY OUT THE PARTNER ACTIVITIES CONTEMPLATED HEREUNDER ON BEHALF OF SUCH ENTITY AND, IN SUCH EVENT, "YOU" AND "YOUR" AS USED IN THIS AGREEMENT SHALL REFER TO SUCH ENTITY.

1. SCOPE OF COLLABORATION.

1.1. Supply of Devices.

1.1.1. Subject to the terms and conditions hereof and against Keto Mojo's receipt of the applicable Fees, Keto Mojo will supply to Partner the quantity of Devices and accessory products as outlined in the Proposal. Meters and test strips (glucose and ketone) are subject to minimum order quantities as set forth in the Proposal or, if not specified therein, as set forth in Keto-Mojo's then-current wholesale pricing schedule. Orders below the applicable MOQ may, at Keto-Mojo's discretion, be priced at retail or subject to additional handling or administrative fees.

1.1.2. Keto-Mojo shall arrange shipment of the Devices and accessory products using a carrier of its choosing. Unless otherwise agreed in writing, shipments shall be made via ground shipping. Expedited shipping will incur additional charges, as listed on the Keto-Mojo website during checkout.

Bulk orders are not eligible for overnight delivery.

Shipment and Delivery dates provided by Keto-Mojo are estimates only and are not guaranteed.

Risk of loss and title to the Devices and accessory products shall pass to Partner upon tender of the products to the carrier at Keto-Mojo's supply facility (Ex Works, Incoterms 2020).

1.1.3. Shipping fees, if any, shall be calculated and displayed at checkout or otherwise communicated in writing prior to shipment. Any claim as to shortage in quantity or defects in the quality of the Devices delivered to Partner shall be presented in writing from Partner to Keto Mojo within five (5) business days of the delivery.

1.1.4. Partner shall store Devices in its possession in temperature-controlled, dry storage conditions suitable for the storage of electronic devices. Keto-Mojo glucose and/or ketone test strips (including test strips that are included as part of meter kits) are generally good for 3-12 months from purchase. Partner is responsible for expiration date management once product has been delivered. Keto-Mojo does not offer returns, credits,



or exchanges for expired product.

- 1.1.5. The individual devices supplied hereunder shall be warranted under the Warranty Policy set forth [here](#). Partner returns are subject to Keto-Mojo's applicable wholesale warranty and return policies, and not consumer return policies, unless expressly stated otherwise in writing.
- 1.1.6. Affiliate partnerships are subject to our standard consumer shipping terms, as outlined on the Keto-Mojo website and Terms of Service here. Affiliates shall not take possession of Devices or assume shipping responsibility unless expressly authorized in writing by Keto-Mojo, unless they directly place a wholesale order, which are subject to the wholesale terms herein.
- 1.1.7. Dual Relationship Applicability. If Partner participates in both (i) affiliate referral activities and (ii) wholesale or bulk purchase programs, the terms and conditions of this Agreement shall apply separately and independently to each such relationship, and Partner shall comply with the applicable provisions of this Agreement with respect to each activity.
- 1.1.8. Independent Medical Judgment. Nothing in this Agreement restricts a licensed healthcare professional from exercising independent medical judgment or expressing clinical opinions within the scope of their professional practice. Partner acknowledges, however, that any medical, diagnostic, or therapeutic statements made by Partner are made independently of Keto-Mojo and do not represent statements, claims, endorsements, or guarantees by Keto-Mojo. Partner shall not attribute such statements to Keto-Mojo or imply that Keto-Mojo endorses or authorizes any claims beyond its approved labeling and documentation.
- 1.2. Keto Mojo Services. Subject to the terms and conditions herein, Keto Mojo will provide Partner with the Keto Mojo Services outlined in the Collaboration Proposal.
- 1.3. Grant of Rights. Subject to the terms and conditions hereof, Keto Mojo hereby grants Partner a revocable, non-transferable, non-sub-licensable, non-exclusive right to: (i) Provide the supplied Devices and accessory products to the Qualified End-Users and allow them to activate and use the Solution (ii) Use and access the MyMojoHealth Partner Interface and such other Keto Mojo Services solely during the Term and as made available by Keto Mojo (iii) Use the Documentation solely for the purpose of maintaining compatibility of the Keto Mojo Services with the Partner Services.
- 1.4. Use Restrictions. Partner agrees that it will not, nor will it allow any third party to: (i) Distribute, license, sublicense, loan, sell, resell, or otherwise directly or indirectly grant access to the Keto Mojo Services, unless otherwise expressly provided herein or explicitly agreed to by Keto Mojo in writing (ii) Modify, alter or create any derivative works of the Keto Mojo Services (iii) Reverse engineer, decompile, decode, decrypt, disassemble, or derive source code or know-how from the Keto Mojo Services (iv) Remove, alter or obscure any copyright, trademark or other proprietary rights notice on or in, the Keto Mojo Services or any part thereof, unless otherwise expressly provided herein or explicitly agreed to by Keto Mojo in writing.
- 1.5. Authorized Use of Affiliate Portal and Sites. While using the Affiliate portal and Keto-Mojo's websites (collectively, the "Sites"), Partner shall comply with all applicable laws and shall not use the Sites for any fraudulent or unlawful purpose or in any manner that interferes with the Sites or any other party's use of them. Without Keto-Mojo's consent, Partner shall not, among other things: post or transmit unlawful, harmful, infringing, or otherwise objectionable content; reproduce, resell, or otherwise commercially exploit any portion of the Sites; impersonate any person or misrepresent its affiliation with Keto-Mojo; violate the security of the Sites; transmit malicious code; use bots, scripts, or automated means to affect the integrity of the Sites; or reverse engineer the Sites.



- 1.6. Promotion Guidelines. Keto-Mojo grants Partner a non-exclusive, non-transferable license to use the creative assets Keto-Mojo makes available (names, logos, text, designs, graphics, images, and tracking code, collectively “Assets”) solely to promote Keto-Mojo and its products, expiring upon termination or Partner’s departure from the Affiliate Program. Partner shall not corrupt, modify, or disable the tracking functionality in the Assets, shall not alter the Assets without Keto-Mojo’s prior written consent, and shall not claim ownership of the Assets or the intellectual property therein. Partner may post its Affiliate Links on Partner’s own social media but shall not post them on Keto-Mojo’s social media pages. Partner shall not engage in paid advertising of the Affiliate Program or its Affiliate Links without Keto-Mojo’s prior written approval, and shall not: purchase keywords, search terms, ad words, or domain names that include “Keto-Mojo,” Keto-Mojo product names, or variations or misspellings thereof (e.g., “ketomojometer.com”); bid on Keto-Mojo branded terms such as “Keto-Mojo meter,” “ketone meter,” or “blood ketone meter”; or undertake search-engine optimization for such branded terms on pages containing Affiliate Links.
- 1.7. Affiliate Disclosure. Partner shall include a clear and conspicuous disclosure statement within all pages or posts where Partner uses Affiliate Links in an endorsement or review and where it is not otherwise clear that the link is a paid advertisement, stating that Keto-Mojo is compensating Partner for the review or endorsement, consistent with applicable Federal Trade Commission guidelines.
- 1.8. Access Credentials to Use the Partner Interface. Subject to the terms and conditions hereof, Keto Mojo shall issue and provide personal Access Credentials for Partner and/or Partner Professionals to use the Partner Interface. Partner is responsible for maintaining the confidentiality of the Access Credentials provided to its Partner Professionals.
- 1.9. Direct Engagement with Qualified End Users. Each Qualified End User’s subscription term shall begin with the activation of the associated Device. All such Qualified End-User’s use of, and/or access to, any portion of the Keto Mojo Services shall be deemed a direct and independent interaction between Keto Mojo and such Qualified End-User governed by the terms of the EULA. Keto Mojo may engage with such Qualified End User independently for any further services and/or subscription renewals. Partner does not act as an agent, reseller of services, or contracting intermediary for Keto-Mojo with respect to End-Users.
- 1.10. Affiliate Program Participation. To the extent Partner participates in the Keto-Mojo Affiliate Program (the “Affiliate Program”), Partner must complete the applicable application and be approved by Keto-Mojo. Where Partner participates as an individual affiliate, Partner represents and warrants that it is at least eighteen (18) years old and legally competent to enter into and comply with this Agreement. Keto-Mojo reserves the right to reject or deny any Affiliate Program application in its sole discretion, including where Partner’s website or channel promotes sexually explicit material, violence, discrimination, or illegal activity, incorporates infringing materials, is strictly a coupon site, includes “Keto-Mojo” or variations in its domain name, or is otherwise unlawful or objectionable. Nothing in the Affiliate Program shall be construed as an offer of employment.
- 1.11. Affiliate Account. Keto-Mojo will issue Partner a unique account to access the Affiliate portal (“Affiliate Account”). Partner may maintain only one active Affiliate Account at a time unless expressly permitted in writing by Keto-Mojo, shall not share its Affiliate Account log-in credentials with any third party, and shall not permit any third party to use its Affiliate Account. Partner is responsible for all activity under its Affiliate Account and for maintaining the confidentiality of its credentials, and shall promptly notify Keto-Mojo of any unauthorized use or security breach.

2. FEES.



Partner shall pay Keto Mojo the fees set forth in the Service Agreement, in accordance with the payment terms set forth therewith. Unless otherwise specified: (i) Quotes are valid for ten (10) days from the date listed on the service quote. Partner shall pay each payment within that same ten (10) day period or the quote may be deemed void by Keto-Mojo; (ii) The amounts are payable in United States Dollars (USD) unless otherwise noted; (iii) Payment obligations are non-cancellable and amounts paid are non-refundable; (iv) If applicable, Partner shall provide and keep on file with Keto-Mojo any required tax exemption certificate and/or resale certificate within ten (10) days of the invoice date. Partner is responsible for collecting and remitting any applicable sales tax to the appropriate taxing authorities.

Orders will be fulfilled once payment is received unless explicitly specified in the commercial terms on the individual service quote.

Affiliate Commissions. Where Partner participates as an affiliate, commissions have tiered structure based on lifetime volume of **meters sold** through either affiliate and wholesale sales. Affiliate tiers are as follows:

In Tier 1 (<250 meters sold), Partner will earn a flat-rate commission of five U.S. dollars (\$5) per Keto-Mojo meter kit sold through Partner's unique affiliate referral link ("Affiliate Link," and each such sale an "Affiliate Sale" and each such commission an "Eligible Commission").

Tier 2 (250-999 meters sold) allows a flat rate commission on meters and strips, as follows:

- Basic Meter: \$5
- Ultimate Bundle: \$8
- Combo Strips: \$3
- Ketone Strips: \$2.40
- Glucose Strips: \$0.60

Tier 3 (1,000+ meters sold) offers a 10% commission on meter and strip products.

All meter sales are attributed towards tiers, inclusive of both affiliate and wholesale purchases.

Commission structure and tier system is subject to change at Keto-Mojo's sole discretion upon at least thirty (30) days' prior notice to affiliates.

Commission Payment. Eligible Commissions are paid via PayPal, monthly, thirty (30) days after the end of the prior month's conversions (to allow for refunds), subject to a minimum payout threshold of fifty U.S. dollars (\$50.00); amounts below the threshold roll over to the next payment period. Partner is responsible for providing accurate payment information. Eligible Commissions are accounted for only on completed transactions, and transactions resulting in chargebacks or refunds will not be paid. Partner is responsible for all taxes on its Eligible Commission earnings, and Keto-Mojo will not withhold any taxes.

Affiliate Link and Tracking. For a sale to be eligible for an Eligible Commission, the customer must click through Partner's Affiliate Link to Keto-Mojo's Sites and complete a qualifying purchase, or use an assigned affiliate coupon code, such that the transaction is automatically tracked and reported by Keto-Mojo's system. Keto-Mojo pays Eligible Commissions only on conversions tracked through properly formatted Affiliate Links or approved coupon codes and reserves the right to disqualify commissions earned through fraudulent, illegal, or questionable methods.

Order Reversals and Program Suspension. Customers who purchase through the Affiliate Program are Keto-Mojo customers subject to Keto-Mojo's terms. Keto-Mojo reserves the right to reverse orders



due to cancellations, duplicate tracking, returns, disputed charges, and Affiliate Program violations. If Keto-Mojo requests clarification regarding suspected violations, Partner must respond timely and honestly and be able to substantiate the source of its Affiliate Link traffic; failure to do so entitles Keto-Mojo to suspend Partner from the Affiliate Program, reverse orders, modify payouts or commission rates, or terminate Partner's participation.

3. WARRANTIES AND REPRESENTATIONS.

Each Party represents, warrants, and undertakes to the other Party that:

- (i) It is a corporation, validly existing under the laws of the jurisdiction of its incorporation, and it conducts business in compliance with applicable laws; (ii) It has all right, power, and authority to enter this Agreement and to fully perform its obligations herein; (iii) There is no other restriction which prevents it from fulfilling its obligations hereunder; (iv) In its performance hereunder, it shall comply with all federal, state and local laws, regulations and orders that are applicable, including HIPAA and any applicable privacy and data protection laws;
- (v) It shall obtain and maintain all necessary approvals, licenses, permits, registrations and authorizations for the performance of its obligations under this Agreement.

It is clarified that Partner shall not make any promises, representations, warranties, or guarantees with respect to the Keto Mojo Services except as set forth in the Documentation, EULA or otherwise without prior written consent of Keto Mojo. Partner shall be solely responsible for, and Keto Mojo shall have no legal obligation to honor, any warranties that Partner provide to Partner Customers to the extent that such warranties are broader or greater in scope than those made by Keto Mojo under the Documentation and the EULA.

Prohibited Claims. Partner shall not make any claims that Keto-Mojo products or services are intended to diagnose, treat, cure, or prevent any disease. Partner shall not issue any press release with respect to this Agreement or its participation in the Affiliate Program without Keto-Mojo's authorization. Partner shall not misrepresent or embellish its relationship with Keto-Mojo, including by stating that it develops Keto-Mojo products or is part of Keto-Mojo. Partner shall not display prices for Keto-Mojo products or use unauthorized promotional materials; Keto-Mojo reserves the exclusive right to determine the prices charged for products sold through the Affiliate Program.

Affiliate Responsibilities. Partner is solely responsible for the development, operation, and maintenance of its website and for all materials appearing on it, including the technical operation of the site, the accuracy, truthfulness, and legality of posted materials, ensuring such materials do not infringe any third-party rights, and ensuring the site adequately discloses how it collects, uses, and stores visitor data as required by applicable privacy laws.

4. END USER DATA; REFERRAL DATA.

- 4.1. **End User Data.** It is agreed and acknowledged that Keto Mojo is not providing services to Partner under this Agreement but rather allowing Partner to access the Partner Interface in order for Keto Mojo to respond to Qualified End Users' instructions. Keto Mojo shall not be deemed a sub-processor or business associate of Partner with respect to data obtained independently by Keto Mojo in the scope of its direct engagement with the Qualified End Users ("End User Data") except as otherwise expressly provided in this Agreement or governed by the Business Associate Agreement.

If and to the extent that Keto-Mojo obtains End User Data directly from a Qualified End User, including through such Qualified End User's use of the Solution, it is acknowledged and agreed by Partner that such End User Data shall be controlled and processed by Keto-Mojo in accordance with its [Terms of Service](#) and [Privacy Policy](#), except as otherwise governed by the



Business Associate Agreement. Keto Mojo will employ commercially reasonable and industry-standard data protection and security measures to protect the privacy and confidentiality of any information concerning the Qualified End Users that Keto Mojo may process, as further detailed in the privacy policy of the EULA.

- 4.2. Qualified End Users' Consent. Prior to the use of the Partner Interface, Partner shall seek and obtain any consent or approval that may be required under any applicable privacy and data protection laws, including the prior informed consent of the Qualified End Users to allow Partner to access and use their data through the Partner Interface, pursuant to Qualified End Users' instructions to Keto Mojo to retrieve and transmit their data (including PHI (as defined below) and other personal information) from and to Partner, within the scope of such Qualified End User's consumption of Partner Services.
- 4.3. Referral Data. If Keto Mojo approves in writing that Partner provides it with Protected Health Information as defined under HIPAA ("PHI"), which is not End User Data ("Referral Data"), such provision and processing of Referral Data shall be performed to refer Qualified End Users and onboard Qualified End Users to the Keto Mojo Services, and Keto Mojo shall comply with the rules of HIPAA. When applicable, the Keto Mojo Business Associate Agreement ("BAA"), available [Here](#), is incorporated by reference in this Agreement and shall govern the privacy and security of such Referral Data. The BAA shall become effective automatically upon execution of the service agreement which references these terms, and the Partner's provision of Referral Data to Keto Mojo.
- 4.4. Clarification of PHI. End User Data constitutes Protected Health Information where such data is generated or accessed in connection with a practitioner-patient relationship, including where Devices are provided to an End User by Partner as part of a care plan, in which case the Business Associate Agreement shall govern Keto-Mojo's handling of such data.
- 4.5. Data Processing Agreement. To the extent that Keto-Mojo processes personal data of Partner's employees, representatives, or Qualified End Users in connection with this Agreement in a capacity subject to applicable data protection laws beyond HIPAA (including without limitation the CCPA or GDPR), the Keto-Mojo Data Processing Agreement ("DPA"), available [here](#), is incorporated by reference in this Agreement and shall govern such processing. In the event of a conflict between the DPA and this Agreement with respect to the processing of such personal data, the DPA shall control.

5. INTELLECTUAL PROPERTY RIGHTS.

All proprietary and Intellectual Property Rights in and to the Keto Mojo Services, Documentation, and Confidential Information of Keto Mojo, including the Solution, Partner Interface, and any derivative works, modifications, and improvements thereof, are and will remain at all times the sole exclusive property of Keto Mojo or its vendors and licensors. No license, express or implied, in or to the Intellectual Property Rights of Keto Mojo, its Affiliates, or its licensors, is granted to Partner under this Agreement other than as explicitly stated hereunder. Partner shall not remove, alter, cover, or obfuscate any proprietary rights notices placed or embedded by Keto Mojo. Any Feedback provided by Partner regarding the Solution shall be owned by Keto Mojo.

6. CONFIDENTIAL INFORMATION.

Neither Party will disclose to any third party or use any Confidential Information except as expressly permitted in this Agreement. Each Party will take all reasonable measures to maintain the confidentiality of all Confidential Information in its possession or control using no less than a reasonable standard of care. A Receiving Party may disclose Confidential Information: (a) To the extent required by order of a court or as required by law, provided that the Receiving Party furnishes the



Disclosing Party with immediate notice; (b) On a "need-to-know" basis under an obligation of confidentiality, similar to the obligations set forth herein, to its Affiliates, employees, contractors, authorized agents or subcontractors, solely for the purpose of performing its obligations hereunder, provided that the Receiving Party remains responsible to the Disclosing Party for such other parties' compliance with the disclosure and use restrictions of this Section 6 as though each was a Party hereto.

7. INDEMNIFICATION.

Keto Mojo shall defend, indemnify, and hold harmless Partner from all costs, damages, losses, and expenses (including reasonable attorneys' fees and other legal expenses) (collectively, "Damages") arising from any third-party claims that Partner's access and/or use of Keto Mojo Services in accordance with this Agreement violates any third-party intellectual property rights. Partner shall defend, indemnify, and hold harmless Keto Mojo from Damages arising out of any claims by a third party based on: (i) Any breach of Partner's representations or warranties, (ii) Any breach of the use restrictions of this Agreement by Partner (iii) Any breach of any third party intellectual property or privacy rights by Partner.

8. DISCLAIMERS.

EXCEPT AS SPECIFICALLY PROVIDED IN THIS AGREEMENT, THE PARTIES ACKNOWLEDGE THAT THE KETO MOJO SERVICES AND ANY PART THEREOF, INCLUDING WITHOUT LIMITATION THE SOLUTION, THE PARTNER INTERFACE, AND ANY OUTPUT PROVIDED OR GENERATED THERE THROUGH, ARE PROVIDED "AS-IS" AND "AS AVAILABLE". EXCEPT AS SPECIFICALLY PROVIDED IN THIS AGREEMENT, KETO MOJO DISCLAIMS ALL WARRANTIES RELATING TO THE KETO MOJO SERVICES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, CORRECTNESS AND NON-INFRINGEMENT.

Partner acknowledges and agrees that the Solution is not designed or certified for use either alone or in conjunction with systems intended for, or in relation to, the operation of life-support activity, critical medical care, or any other application in which the failure of the Solution could create a situation in which personal injury or death may occur.

Partner understands, acknowledges, and agrees that the Solution requires and relies upon an adequate internet connection to function properly and that Keto Mojo does not guarantee that any communications transmitted through the Solution will be successfully transmitted or received.

8.1. *No Expansion of End-User Terms.* Nothing in these Program Terms expands or modifies the warranties, disclaimers, or limitations of liability applicable to End-Users under the Terms of Service.

9. LIMITATION OF LIABILITY.

IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE CLAIMS, LOSSES, OR DAMAGES RELATED TO OR IN CONNECTION WITH THE SOLUTION OR THE KETO MOJO SERVICES, EVEN IF INFORMED OF THE POSSIBILITY OF SUCH DAMAGES. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, BUT EXCEPT WITH RESPECT TO EITHER PARTY'S LIABILITIES ARISING FROM BREACH OF THEIR RESPECTIVE OBLIGATIONS AND PERFORMANCE UNDER SECTIONS 1.4 (*USE RESTRICTIONS*), 5 (*INTELLECTUAL PROPERTY RIGHTS*), OR 6 (*CONFIDENTIAL INFORMATION*), EITHER PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, AND/OR EITHER PARTY'S INDEMNIFICATION OBLIGATIONS, IN NO EVENT WILL EITHER PARTY HAVE ANY LIABILITY EXCEEDING THE TOTAL FEES PAID OR PAYABLE TO KETO MOJO BY PARTNER.

10. TERM AND TERMINATION.



- 10.1. This Agreement will be in effect commencing on the date specified in the Service Agreement unless terminated earlier in accordance herewith ("Term") and shall remain in effect for one (1) year from the commencement date. Agreement shall automatically renew on an annual basis unless either party elects to terminate the agreement.
- 10.2. Either Party may terminate this Agreement by providing the other Party with thirty (30) days written notice.
- 10.3. Each Party shall have the right to terminate this Agreement forthwith upon the occurrence of any of the following: (i) In the event the other Party is in material breach of its obligations and fails to remedy such breach within 30 days after receiving written notice; (ii) The other Party's bankruptcy, insolvency, liquidation, or assignment for the benefit of creditors.
- 10.4. Affiliate Program Termination. In addition to the foregoing, Partner's participation in the Affiliate Program, Affiliate Account, and/or Affiliate Program status may be suspended or terminated by Keto-Mojo for reasons including inappropriate or misleading advertisements, spamming, advertising on sites promoting illegal activities, failure to disclose the affiliate relationship as required by Federal Trade Commission guidelines, violation of intellectual property rights, offering rebates or kickbacks from Affiliate commissions, uploading prohibited content, unauthorized use of Keto-Mojo's services, or self-referrals or fraudulent transactions. Upon termination of Affiliate Program participation, Partner's Affiliate Account may be deactivated and any commissions earned through fraudulent, illegal, or overly aggressive or questionable methods are forfeited. Keto-Mojo may also deactivate or terminate an Affiliate Account that remains inactive—with no qualifying Affiliate Sales and no log-in activity—for a period of six (6) consecutive months.
- 10.5. Upon any termination or expiration of this Agreement: (i) All rights and licenses granted by Keto Mojo to Partner shall cease and expire; (ii) Partner shall remit in full all payments due to Keto Mojo; (iii) Each Party shall promptly return or destroy all Confidential Information.
- 10.6. Keto Mojo may update these Terms from time to time. Any such updates shall apply only upon renewal of the Agreement for a subsequent term. Partner may elect not to renew the Agreement if it does not agree to the updated Terms.
- 10.7. The provisions of this Agreement that by their nature are intended to survive termination, including without limitation Sections 1.4 (*Use Restrictions*), 1.9 (*Direct Engagement with Qualified End Users*), 5 (*Intellectual Property Rights*), 6 (*Confidential Information*), 8 (*Disclaimers*), 9 (*Limitation of Liability*), 10 (*Term and Termination*), and 11 (*General Provisions*) shall remain in effect as necessary to carry out the purpose of those Sections after termination.

11. GENERAL PROVISIONS.

- 11.1. Use of Name and Press Release. Upon written consent of the other Party, each Party may use the other Party's name and/or logo on its website and/or any type of publication, whether mutual or not, for purposes of attributing to the other Party as its partner. All use of a Party's name and/or trademarks (including any goodwill arising therefrom) shall inure solely for the benefit of the owning Party. Except as provided in the foregoing sentence, Partner will not make statements or representations concerning Keto Mojo, its business, products, and/or services, including without limitation the Keto Mojo Services, or any public use of the name, logos, trademarks, or marks of Keto Mojo, without prior written approval from Keto Mojo.

Notwithstanding the aforementioned, Keto Mojo may disclose the fact that it has entered into this Agreement in connection with Keto Mojo's publicity and promotional efforts as well as the results of the collaboration between the Parties. Such efforts may include making a reference to Partner or Partner logo on Keto Mojo's website and marketing materials



- 11.2. Assignment. This Agreement may not be assigned by either Party without the prior written consent of the other Party not to be unreasonably withheld, except that either Party may assign this Agreement without consent to any purchaser of all or substantially all of such Party's shares or to any successor by way of merger, consolidation, reorganization, restructuring or similar transaction. Any purported assignment in violation of this Section will be null and void.
- 11.3. Independent Contractors. The relationship between the Parties is that of independent entities. The Partner is not Keto Mojo's legal representative, agent, joint venture partner, or employee.
- 11.4. Force Majeure. No failure or omission to carry out or observe any provision of this Agreement (other than the obligation to make payments when due) shall give rise to any claim if the same is caused by circumstances beyond the reasonable control of the other Party.
- 11.5. Amendments. This Agreement may be amended only by a written instrument in the English language executed by authorized representatives of the Parties, except that Keto Mojo may update these Terms in accordance with Section 10.6.
- 11.6. No Waiver. No failure or delay on the part of either Party to exercise any right or remedy under this Agreement shall be construed or operate as a waiver thereof.
- 11.7. Severability. If any provision of this Agreement is found to be invalid or unenforceable, the other provisions shall remain in full force and effect.
- 11.8. Notices. All notices shall be in writing and deemed given when delivered in person, by facsimile, email, or by commercial air courier service. Notices shall be addressed to each Party at its address set forth in the Proposal, or such other address as the recipient may have specified by earlier notice to the sender. Any notice shall operate and be deemed to have been served if personally delivered or sent by email or fax on the following business day and if by courier on the fifth following business day. *When Partner visits the Sites or sends emails to Keto Mojo, Partner is communicating with Keto Mojo electronically and consents to receive communications from Keto Mojo electronically, whether by email or by notices posted on the Sites. Partner agrees that all agreements, notices, disclosures, and other communications that Keto Mojo provides electronically satisfy any legal requirement that such communications be in writing. Partner may withdraw consent to receive communications electronically by writing to Keto Mojo at "Attn: Electronic Communications Delivery Policy, partners@keto-mojo.com," and Keto Mojo may thereafter deny, restrict, deactivate, or close either or both of Partner's Affiliate and Wholesale Accounts or charge additional fees for paper copies.*
- 11.9. Law and Jurisdiction. This Agreement shall be governed by the laws of California, and all disputes shall be brought exclusively before the competent courts in Napa County, CA.
- 11.10. Entire Agreement. This Agreement constitutes the entire agreement between Keto Mojo and the Partner. It replaces all previous agreements, proposals, and communications between them. These Program Terms govern the commercial relationship between Keto-Mojo and Partner only. All End-User access to and use of the Devices, MyMojoHealth platform, and related services is governed exclusively by Keto-Mojo's [Terms of Service](#), EULA, and [Privacy Policy](#), which shall control in the event of any conflict with respect to End-User rights or obligations.
- 11.11. No Third-Party Beneficiaries. This Agreement does not confer any third-party beneficiary rights except as expressly set forth herein.
- 11.12. Notice to California and New Jersey Residents. Under California Civil Code Section 1789.3, California residents are entitled to the following specific consumer rights information: the provider of the Services is Keto-Check, Inc., 952 School Street, Suite 212, Napa, California 94559. To file a complaint regarding the Services or to receive further information regarding use of the Services, Partner may send a letter to the above address or contact Keto Mojo via e-mail at



support@keto-mojo.com with "California Resident Request" as the subject line. California residents may also contact the Complaint Assistance Unit of the Division of Consumer Services of the Department of Consumer Affairs in writing at 400 R Street, Suite 1080, Sacramento, California 95814, or by telephone at 916.445.1254 or 800.952.5210. If Partner is a consumer residing in New Jersey, then solely to the extent that Partner's rights as a consumer residing in New Jersey would render them unenforceable under New Jersey law, the following provisions of these Terms do not apply to Partner and do not limit any rights that Partner may have: (a) Section 8 (Disclaimers); (b) Section 9 (Limitation of Liability); (c) Section 7 (Indemnification); and (d) Section 11.9 (Law and Jurisdiction).

12. DEFINITIONS.

- 12.1. "Affiliate" shall mean any entity that is directly or indirectly controlling, controlled by, or under common control with a Party. For purposes hereof, control means owning at least a majority interest in such entity or having the ability to control such entity's management.
- 12.2. "Access Credentials" means the credentials, such as a username and password, supplied by Keto Mojo to Partner and Partner Professionals to access the Partner Interface for the purpose of providing the Partner Services to Qualified End-Users.
- 12.3. "Confidential Information" means any information disclosed by one Party (the "Disclosing Party") to the other Party or its Affiliates hereunder (the "Receiving Party"), either directly or indirectly, in writing, orally, electronically or by inspection of tangible or intangible objects, including without limitation technology, information, data and/or data segments, ideas, samples, techniques, methods, business plans, works of authorship, models, inventions, know-how, processes, equipment, prices, software, customer and partner information and identities, and other information related to the past, current and future products and services whether or not marked or designated "confidential" or "proprietary."
- 12.4. "Device" means proprietary apparatus that is a component of the Solution, together with its Documentation.
- 12.5. "Documentation" means the standard written materials regarding the Solution made generally available by Keto Mojo via its on-line materials and/or along-side the Devices and/or otherwise provided by Keto Mojo to Partner under this Agreement.
- 12.6. "End User" means consumer individuals who obtain rights to utilize the Solution through their acceptance of the EULA.
- 12.7. "EULA" means collectively the terms and conditions located at <https://keto-mojo.com/terms-of-service/> and privacy policy located at <https://keto-mojo.com/privacy-policy/> except as otherwise governed by the Business Associate Agreement, as updated by Keto Mojo from time to time and governing the use of the Solution.
- 12.8. "Intellectual Property Rights" means all worldwide rights in inventions, patents and patent applications, trademarks, trade names, logo, copyrights, know-how, data (including all applications therefore), "look and feel", interactive features, source and object code, files, interface and trade secrets, whether or not registered or capable of being registered and all enhancements, modifications and derivatives thereof, and all proprietary rights under applicable laws.
- 12.9. "Keto Mojo Services" means the Solution, including Partner Interface and any applicable services offered by Keto Mojo to End User's or to Partner Professionals through their access and use of the Solution, as well as training, technical support, and any other related services, as described in the Proposal.
- 12.10. "Partner Customers" means any individual that receives clinical or wellness services from Partner.



- 12.11. "Partner Professionals" means the clinicians, therapists and/or other professional who are employed or engaged by Partner and provide Partner Services to Partner Customers.
- 12.12. "Partner Interface" means a computer program dashboard, which is part of the Solution, that Keto Mojo may make available to Partner and Partner Professionals, allowing Partner to monitor the relevant data of Qualified End Users through the Solution.
- 12.13. "Partner Services" means the clinical or wellness services provided by Partner.
- 12.14. "Qualified End Users" means End Users who are also Partner Customers and who have provided their consent for the sharing of their data with Partner.
- 12.15. "Solution" Keto Mojo's proprietary innovative solution for measuring and calculating a user's metabolic state, providing personalized nutrition and fitness suggestions. This Solution comprises the Device, a proprietary software application and all access and interoperability components, intended to be ultimately used by End Users.
- 12.16. "DPA" means the Keto-Mojo Data Processing Agreement, available [here](#), governing the processing of personal data outside the scope of the BAA, as updated by Keto Mojo from time to time.