

STEM NOVA DIRECT

Affiliate Partner Agreement

Clinical Access Program • stemnovadirect.com

D1D ENTERPRISES <i>DBA Stem Nova Direct</i> 22924 Kuykendahl Rd, Suite B Spring, TX 77389 info@stemnovadirect.com 281-541-0047	Full Legal Name
	Business Name (if applicable)
	Email
	Phone
	Effective Date

BACKGROUND Stem Nova Direct operates a B2C telehealth and traveling nurse concierge program through which patients may access biologic treatments administered by licensed healthcare professionals. Stem Nova Direct wishes to engage independent affiliate partners to promote enrollment in its Clinical Access Program. Affiliate wishes to participate in such program under the terms set forth in this Agreement.

1. Definitions

As used in this Agreement, the following terms have the meanings set forth below:

- **“Company”** means D1D Enterprises, DBA Stem Nova Direct.
- **“Affiliate”** means the individual or entity entering into this Agreement to promote the Stem Nova Direct Clinical Access Program.
- **“Qualified Conversion”** means a treatment session that has been (a) booked and paid for through the Affiliate’s unique tracking link or promotional code, (b) approved by a licensed telehealth provider, (c) fully administered by a licensed nursing professional to the referred patient, and (d) not subject to a chargeback, refund, or cancellation. Commission is earned at the point of confirmed administration, not at the point of purchase. A Qualified Conversion does not include any treatment involving the 12 Billion Exosome product for the purposes of tier progression or bonus eligibility; however, 12 Billion Exosome sessions do earn commissions at the Affiliate’s current tier rate. A Qualified Conversion expressly excludes any personal treatment purchased and administered to the Affiliate themselves.
- **“Biologic Cost”** means the cost of the biological product itself, excluding the telehealth consultation fee, nursing administration fee, shipping, and any applicable taxes or fees.
- **“Service Fee”** means the combined fees for telehealth consultation and nursing administration, which are expressly excluded from all commission calculations and personal discount calculations.
- **“Tier Level”** means the Affiliate’s current commission tier as determined by their cumulative Qualified Conversions under Section 3.
- **“Cookie Window”** means the 180-day tracking period during which a referral click is attributed to the Affiliate.
- **“Personal Discount”** means the discount available to the Affiliate on their own personal biologic purchases, as described in Section 4.

2. Program Enrollment

2.1 Application

Enrollment in the Stem Nova Direct Affiliate Program is free of charge. There is no application fee, enrollment fee, minimum purchase requirement, or inventory requirement of any kind. Affiliate must complete the online application at stemnovadirect.com and be approved by Company prior to any promotional activity.

2.2 Eligibility

To be eligible for the Affiliate Program, Affiliate must:

- Be at least 18 years of age
- Have a valid Social Security Number or Employer Identification Number for tax reporting purposes and provide a completed IRS Form W-9 prior to receiving any commission payment
- Have an established professional network, client base, or audience through which Program promotion will occur, whether through online channels (website, social media, email list, podcast) or through direct professional relationships (clinical practice, coaching clients, business network)
- Agree to and comply with all terms of this Agreement, including the Compliance Obligations in Section 7
- Not be a current employee or contractor of D1D Enterprises

2.3 Approval

Company reserves the right to approve or deny any application at its sole discretion. Approval is not guaranteed and may be revoked at any time for violation of this Agreement or applicable law.

3. Commission Structure

3.1 Tier Overview

Affiliate commissions are based on cumulative lifetime Qualified Conversions and increase as Affiliate progresses through the following tiers. Tier progression is based solely on Affiliate's own Qualified Conversions — not on the sales of recruited or sub-affiliates.

Level	Tier Name	Lifetime Conversions	Commission	Personal Discount
1	Associate	1–5 treatments	15%	None
2	Partner	6–15 treatments	18%	10% off biologic
3	Premier Partner	16–30 treatments	20%	15% off biologic
4	Elite Partner	31–50 treatments	22%	25% off biologic
5	Nova Elite	51+ treatments	25%	40% off biologic

3.2 Commission Calculation

Commissions are calculated as a percentage of the Biologic Cost only. The Service Fee — which includes telehealth consultation and nursing administration fees — is expressly excluded from all commission calculations. Applicable taxes, shipping, and processing fees are also excluded.

3.3 Commission Trigger

Commissions are earned at the point of confirmed treatment administration — not at the point of membership purchase or credit issuance. A commission becomes payable only when the referred patient has received a fully administered treatment session that qualifies as a Qualified Conversion under Section 1. Purchases that are not subsequently redeemed for a treatment session do not generate commissionable events unless and until administration occurs.

3.4 Personal Purchase Exclusion

Personal Purchases Do Not Earn Commission

Commissions are not earned on the Affiliate's own personal biologic purchases or treatments. Personal purchases are eligible solely for the Personal Discount set forth in Section 4, subject to the terms of Section 4.2. Use of an Affiliate's own tracking link or promotional code on a personal purchase does not constitute a Qualified Conversion and will not generate a commission. Any attempt to generate commission on a personal purchase constitutes abuse of the program and grounds for immediate termination under Section 10.3.

3.5 12 Billion Exosome Product — Partial Exclusion

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The 12 Billion Exosome product participates in the commission program on a limited basis:

- Sessions DO earn commissions at the Affiliate's current tier commission rate.
- Sessions do NOT count as Qualified Conversions for tier progression purposes.
- Sessions are NOT eligible for bonus programs.

The 12 Billion Exosome product is eligible for Personal Discounts as described in Section 4.

3.6 Lifetime Cumulative Conversions

Tier progression is based on cumulative lifetime Qualified Conversions and does not reset on a monthly, quarterly, or annual basis. Once Affiliate achieves a Tier Level, that level is preserved unless the inactivity provision of Section 3.7 applies.

3.7 Inactivity Policy

If Affiliate records zero Qualified Conversions during any consecutive 12-month period, their account will be placed on inactive hold. During the inactive hold period, the Affiliate's Tier Level is preserved but commission payments are suspended. Upon the next Qualified Conversion, the inactive hold is lifted and commission payments resume at the Affiliate's preserved Tier Level rate. Tier Level does not revert during or following an inactive hold period.

3.8 Cookie Window

Each referral click on Affiliate's unique tracking link initiates a 180-day Cookie Window. Any Qualified Conversion completed within 180 days of the initial click is attributed to the Affiliate, subject to the attribution rules in Section 6.

3.9 Sub-Affiliate Program — Nova Elite Only

Affiliates who have achieved Nova Elite status (51+ lifetime Qualified Conversions) are eligible to participate in the Sub-Affiliate program. Nova Elite Affiliates may recruit new affiliates and earn a 3% commission on Qualified Conversions generated by their direct recruits (one level only). Sub-affiliate commissions do not apply to conversions generated by recruits of recruits. This program constitutes a single-tier referral bonus only and is not a multi-level marketing arrangement as defined under applicable law, including Texas Business & Commerce Code §17.461.

4. Personal Purchase Discounts

4.1 Discount Schedule

Affiliates at Partner tier and above are eligible for a personal purchase discount on Biologic Cost only. Discounts do not apply to Service Fees, shipping, taxes, or any other charges. Personal discounts do not generate affiliate commissions under any circumstances.

Level	Tier	Personal Discount on Biologic	Service Fee Discount
1	Associate	None	Not applicable
2	Partner	10% off biologic	Not applicable
3	Premier Partner	15% off biologic	Not applicable
4	Elite Partner	25% off biologic	Not applicable
5	Nova Elite	40% off biologic	Not applicable

4.2 Discount Terms

- Personal discounts are non-transferable and apply only to the Affiliate's own treatments
- Personal discounts may be used once per calendar quarter per Affiliate
- Personal discounts apply to the 12 Billion Exosome product at the Affiliate's applicable tier discount rate
- Personal discounts cannot be combined with any other promotional offer, coupon, or discount code
- Affiliate must be in active status (not on inactivity hold) to redeem a personal discount
- Personal discounts do not generate commissions for the Affiliate or any other affiliate

5. Payment Terms

5.1 Payment Schedule

Commissions are calculated weekly and paid every Friday. The commission period closes each Sunday at 11:59 PM Central Standard Time. All Qualified Conversions confirmed administered during the period from the prior Monday through Sunday at 11:59 PM CST are included in that week's calculation and paid on the following Friday. Commission payments require a minimum balance of \$50.00 to process. Balances below \$50.00 are carried forward to the next weekly payment cycle.

5.2 W-9 Requirement

Prior to receiving any commission payment, Affiliate must submit a completed IRS Form W-9 to Company at info@stemnovadirect.com. Company reserves the right to withhold commission payments until a valid, current W-9 is on file. Affiliate is responsible for updating their W-9 information within 30 days of any change.

5.3 Payment Method

Commissions are paid via direct bank transfer (ACH), PayPal, or other method as agreed in writing between the parties. Affiliate is responsible for providing accurate payment information. Company is not responsible for delays caused by inaccurate payment details.

5.4 Chargebacks and Refunds

If a Qualified Conversion is subsequently reversed due to a chargeback, refund, or cancellation after commission has been paid, Company reserves the right to deduct the corresponding commission amount from Affiliate's next payment cycle. Affiliate agrees not to dispute such deductions provided Company gives written notice within 30 days of the reversal.

5.5 Tax Reporting

Affiliate is an independent contractor. Company will issue a Form 1099-NEC for any Affiliate earning \$600 or more in commissions during a calendar year. Affiliate is solely responsible for all federal, state, and local taxes on commissions earned. Company will not withhold taxes on commission payments.

6. Tracking and Attribution

6.1 Unique Affiliate Link and Code

Upon approval, Affiliate will be assigned a unique tracking link and promotional code. All referrals must be made through the assigned link or code to receive commission credit. Company is not responsible for missed attribution resulting from Affiliate's failure to use the assigned tracking link or code.

6.2 Cookie Attribution

The 180-day Cookie Window begins at the time of first click on Affiliate's unique tracking link. Last-click attribution applies: if a referred patient clicks a different affiliate's link after clicking Affiliate's link, attribution may transfer to the last-clicked affiliate.

Promotional Code Override: Notwithstanding the last-click cookie rule, if a referred patient completes a purchase using an Affiliate's unique promotional code, that Affiliate receives full attribution regardless of cookie history. Promotional code attribution takes precedence over all cookie attribution. In the event of a conflict between cookie attribution and code attribution, code attribution controls.

6.3 Conversion Verification

Company verifies Qualified Conversions upon confirmation of each administered treatment. Affiliate may view pending and confirmed conversion data and commission status through their affiliate dashboard. Disputes regarding attribution must be submitted in writing to info@stemnovadirect.com within 30 days of the commission payment date.

7. Compliance Obligations

CRITICAL COMPLIANCE REQUIREMENT

Stem Nova Direct operates in a regulated biologics category. Affiliate content that violates applicable law or Company compliance guidelines may result in immediate termination of this Agreement, forfeiture of commissions per Section 10.4, and potential civil or regulatory liability. Read this section carefully before conducting any promotional activity.

7.1 Prohibited Claims

Affiliate shall not make, publish, broadcast, or distribute any content — including but not limited to social media posts, videos, blog posts, emails, podcasts, or verbal representations — that contains any of the following:

- Claims that any Stem Nova Direct product treats, cures, diagnoses, or prevents any disease, condition, or medical symptom
- Claims that any Stem Nova Direct product is FDA-approved or FDA-cleared for any therapeutic use
- Claims attributing specific medical outcomes or clinical results to any Stem Nova Direct product
- Before-and-after comparisons implying medical treatment outcomes
- Language suggesting that stem cells, exosomes, or extracellular vesicles activate, regenerate, heal, repair, or amplify the body's healing processes
- Use of the terms "cGMP-compliant," "cGMP-aligned," "injectable-grade," or "FDA-compliant" in reference to Company products
- Any language that would constitute a drug claim, disease claim, or therapeutic claim under applicable FTC or FDA guidelines

7.2 Required Disclosures

In accordance with Federal Trade Commission guidelines (16 CFR Part 255), Affiliate must clearly and conspicuously disclose their affiliate relationship with Stem Nova Direct in all promotional content. Acceptable disclosure language includes:

- "I am a paid affiliate of Stem Nova Direct and may earn a commission if you enroll through my link."
- "Affiliate link — I earn a commission on enrollments."
- "#ad #affiliate #stemnova" (for social media posts)

Disclosures must appear at the beginning of written content, before the affiliate link, and in a font size and color that is easily readable. Disclosures buried in footnotes or below-the-fold do not satisfy this requirement.

7.3 Permitted Promotional Language

Affiliate may use the following categories of language in promotional content:

- Educational content about exosomes, extracellular vesicles, and mesenchymal stem cells as biological structures
- Information about the Stem Nova Direct Clinical Access Program process and how to enroll
- References to approved manufacturing credentials: AATB Accredited, FDA-Registered Tissue Establishment, cGTP-Compliant (21 CFR Part 1271), Dual-Lab COA Verified, USA Manufactured
- Personal experience content describing Affiliate's own enrollment process, with appropriate disclaimers that individual experiences vary and do not constitute medical advice
- Product specifications: particle count (NTA-verified), volume, culture method (3D bioreactor), cryopreservation format

7.4 Content Review

Company reserves the right to request that Affiliate remove or modify any content that Company reasonably believes violates this Section 7 or applicable law. Affiliate agrees to comply with any such request within 48 hours of written notice. Failure to comply within 48 hours constitutes a material breach of this Agreement.

7.5 Approved Marketing Materials

Company will provide Affiliate with approved messaging templates, social caption frameworks, email copy templates, and a claims reference guide upon onboarding. Affiliate is encouraged to use these materials as the basis for all promotional content. Use of approved materials does not relieve Affiliate of the obligation to comply with Section 7.1.

7.6 State Licensing

Affiliate is responsible for understanding and complying with all applicable state laws governing the promotion of health-related products and services in their state of residence and in any state where they conduct promotional activities.

8. Intellectual Property

8.1 License Grant

Company grants Affiliate a limited, non-exclusive, non-transferable, revocable license to use Company's approved trade names, logos, product names, and marketing materials solely for the purpose of promoting the Stem Nova Direct Clinical Access Program in accordance with this Agreement.

8.2 Brand Guidelines

Affiliate must use Company branding in accordance with Company's then-current brand guidelines, which will be provided at onboarding and updated from time to time. Affiliate shall not alter, distort, or create derivative works of Company's logos, trademarks, or branded materials without prior written consent.

8.3 Affiliate Content

Affiliate retains ownership of original content created by Affiliate. Affiliate grants Company a royalty-free, worldwide license to share, repost, or reference Affiliate's promotional content for Company's own marketing purposes, with attribution to Affiliate.

9. Independent Contractor Relationship

Affiliate is an independent contractor and not an employee, agent, partner, or joint venturer of Company. Affiliate has no authority to bind Company to any agreement, represent Company in any legal or regulatory proceeding, or make any representations on Company's behalf beyond the scope of this Agreement. Company is not responsible for any acts, omissions, or representations made by Affiliate in the course of their promotional activities.

10. Term and Termination

10.1 Term

This Agreement commences on the Effective Date and continues until terminated by either party as provided herein.

10.2 Termination by Affiliate

Affiliate may terminate this Agreement at any time by providing written notice to info@stemnovadirect.com. Commissions on Qualified Conversions administered prior to the termination date will be paid in the normal payment cycle.

10.3 Termination by Company

Company may terminate this Agreement immediately and without notice for:

- Violation of Section 7 (Compliance Obligations)
- Fraud, misrepresentation, or intentional abuse of the tracking, attribution, or commission system
- Attempting to generate commissions on personal purchases in violation of Section 3.4
- Conduct that Company reasonably believes exposes Company to legal, regulatory, or reputational harm
- Affiliate's material breach of any term of this Agreement not cured within 10 days of written notice

Company may terminate this Agreement for any other reason with 30 days' written notice.

10.4 Effect of Termination

Upon termination, Affiliate's tracking links and promotional codes will be deactivated. Commissions on Qualified Conversions administered prior to the date of the conduct giving rise to termination for cause will be paid in the normal payment cycle. Commissions attributable to Qualified Conversions occurring on or after the date of the violating conduct are forfeited. In cases of fraud or intentional misuse of the commission system, Company reserves the right to withhold all pending commissions pending investigation and may pursue recovery of previously paid commissions obtained through fraudulent means.

11. Limitation of Liability

Company's total liability to Affiliate under this Agreement shall not exceed the total commissions paid to Affiliate in the three months preceding the event giving rise to the claim. In no event shall Company be liable for indirect, incidental, consequential, or punitive damages. Company makes no representations or warranties regarding the volume of conversions Affiliate may generate or the income Affiliate may earn.

12. Indemnification

Affiliate agrees to indemnify, defend, and hold harmless D1D Enterprises, its officers, directors, employees, and agents from and against any claims, damages, losses, liabilities, and expenses (including reasonable attorneys' fees) arising out of or related to: (a) Affiliate's promotional content or activities; (b) Affiliate's violation of this Agreement; (c) Affiliate's violation of applicable law; or (d) any third-party claim arising from Affiliate's representations about Stem Nova Direct products.

13. Governing Law and Dispute Resolution

This Agreement is governed by the laws of the State of Texas, without regard to its conflict of law provisions. Any dispute arising out of or related to this Agreement shall be resolved by binding arbitration in Harris County, Texas, under the rules of the American Arbitration Association. The prevailing party in any arbitration or legal proceeding shall be entitled to recover reasonable attorneys' fees and costs.

14. Confidentiality

Affiliate agrees to keep confidential the specific commission rates, tier thresholds, cookie window duration, and sub-affiliate program terms set forth in this Agreement. Affiliate shall not disclose such terms to any third party, including competitors of Company, without Company's prior written consent. This obligation survives termination of this Agreement for a period of two (2) years. Affiliate may disclose these terms to their legal or financial advisors who are bound by equivalent confidentiality obligations.

15. Non-Disparagement

During the term of this Agreement and for 24 months following its termination for any reason, Affiliate agrees not to make or publish any false, misleading, or materially disparaging statements about Company, its products, its founders, its officers, or its employees through any channel, including social media, online reviews, podcasts, or direct communication with third parties. This provision does not prohibit Affiliate from making truthful statements when required by law or in the context of a legal proceeding.

16. General Provisions

- **Entire Agreement:** This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, understandings, and representations.
- **Amendments:** Company reserves the right to modify the terms of this Agreement, commission structure, or tier thresholds upon 30 days' written notice to Affiliate. Continued participation after the notice period constitutes acceptance of the modified terms.
- **Severability:** If any provision of this Agreement is found to be unenforceable, the remaining provisions shall remain in full force and effect.
- **Waiver:** Failure to enforce any provision of this Agreement shall not constitute a waiver of Company's right to enforce such provision in the future.
- **Assignment:** Affiliate may not assign this Agreement or any rights hereunder without Company's prior written consent. Company may assign this Agreement in connection with a merger, acquisition, or sale of substantially all of its assets.
- **Notices:** All notices under this Agreement shall be in writing and delivered to the contact information set forth on the cover page of this Agreement.
- **Counterparts:** This Agreement may be executed in counterparts, including by electronic signature, each of which shall be deemed an original and all of which together shall constitute one instrument.

Agreement and Signatures

By signing below, each party agrees to be bound by the terms of this Affiliate Partner Agreement. Electronic signatures are accepted and shall be deemed legally binding to the same extent as original signatures.

Affiliate Signature	Date
Affiliate Printed Name	
Authorized Signature — Stem Nova Direct	Date
Printed Name / Title — Stem Nova Direct	

Not intended to diagnose, treat, cure, or prevent any disease. For licensed professional use only. Biologics are not FDA-approved therapeutic agents. This agreement should be reviewed by qualified legal counsel before use.