

ENHANCED AFFILIATE PROGRAM AGREEMENT

This Affiliate Program Agreement (“Agreement”) governs your participation in the Enhanced Affiliate Program (the “Program”) and is entered into as of the date you accept this Agreement (“Effective Date”), by and between Enhanced US LLC (“Enhanced”) and the participating individual or entity (“Affiliate”). For purposes of this Agreement, “you” and “your” refer to Affiliate. Enhanced and Affiliate may each be referred to herein as a “Party” and collectively as the “Parties.” By participating in the Program, you agree to the following terms:

1. **Participation.** You may promote Enhanced’s products and services using unique tracking links, codes, or other tools provided via impact.com or another designated platform (the “Platform”).
2. **Commissions.** Commission eligibility varies by product, offer, and transaction type, as determined by Enhanced in its sole discretion. Commissions are generally limited to qualifying new-customer transactions. Transactions by existing customers, including repeat purchases, renewals, or reorders, are not eligible for commission unless expressly stated otherwise in the Platform. Subscription commissions, where applicable, apply to the initial sign-up only and not to subsequent renewals. Current commission rates, eligibility criteria, and any applicable exclusions will be set forth in the Platform and may be updated from time to time. Commissions are subject to validation, attribution rules, chargebacks, returns, and fraud review. Enhanced may modify this Agreement, commission structures, eligibility criteria, or Program terms at any time upon notice (including via the Platform or email), and your continued participation constitutes acceptance of such changes. Enhanced may withhold, offset, or claw back commissions for non-compliance, fraud, returns, or violations of these Terms. Enhanced makes no guarantees regarding earnings. Commissions will be paid in accordance with the Platform’s standard payment cycles (currently estimated at 50–80 days), subject to validation, lock periods, and reversal rights. Enhanced reserves the right to delay or withhold payments in cases of suspected fraud, policy violations, or compliance review. Enhanced reserves the right to define and interpret qualifying transactions in its sole discretion.
3. **Platform Terms.** Your participation is also subject to the Platform's terms (including the impact.com Master Program Agreement). If you have a separate written agreement with Enhanced (e.g., an Athlete Agreement or Affiliate Program Addendum), that agreement governs in the event of conflict with these Terms. In the event of a conflict between these Terms and the Platform's terms, these Terms govern your relationship with Enhanced, and the Platform terms govern tracking, attribution, and payment mechanics. Enhanced is not responsible for errors, delays, or failures of the Platform.
4. **FTC Disclosure.** You must clearly and conspicuously disclose your relationship with Enhanced in any content that includes affiliate links, in compliance with applicable advertising and endorsement laws. Disclosures must be clear, unavoidable, and proximate to the endorsement, and must not be misleading or hidden.
5. **Prohibited Conduct.** You may not: make medical, health, or disease-related claims (e.g., “treats,” “cures,” “prevents”); provide medical advice or imply clinical expertise; make unsubstantiated performance or outcome claims; misrepresent your experience or typical results; engage in deceptive or misleading marketing; use spam, unsolicited communications, or fraudulent tactics; impersonate Enhanced or misrepresent your affiliation; offer unauthorized discounts, codes, or incentives; or create content that could harm Enhanced’s brand or reputation.
6. **Compliance with Laws.** You must comply with all applicable laws and regulations, including advertising, endorsement, consumer protection, and (where applicable) FDA and telehealth-related requirements.
7. **Injunctive Relief.** Enhanced may seek immediate injunctive or equitable relief for any breach of Sections relating to compliance, brand use, or prohibited conduct without the need to post bond.
8. **Representations & Warranties.** You represent and warrant that: (i) you have the full right, power, and authority to enter into this Agreement; (ii) your participation and content will comply with all applicable laws, rules, and regulations; (iii) your content will not infringe or violate any third-party rights, including intellectual property, privacy, or publicity rights; and (iv) all information provided to Enhanced is accurate and not misleading.
9. **Indemnification.** You agree to defend, indemnify, and hold harmless Enhanced and its affiliates, officers, employees, and agents from and against any claims, damages, liabilities, costs, and expenses (including reasonable attorneys’ fees) arising out of or related to or in connection with: (i) your breach of this Agreement; (ii) your content or marketing activities; or (iii) your violation of applicable law or third-party rights.

10. **Limitation of Liability**. To the maximum extent permitted by law, Enhanced shall not be liable for any indirect, incidental, consequential, or punitive damages, or for any loss of profits or revenue. Enhanced's total liability shall not exceed the commissions paid or payable to you in the preceding three (3) months.

11. **Content & Brand Rights**. Your content must comply with Enhanced's brand guidelines (as provided or updated from time to time). Enhanced may require removal or modification of any content at any time and may suspend or terminate your participation for non-compliance. You grant Enhanced a non-exclusive, worldwide, royalty-free license to use, reproduce, display, and distribute your affiliate content for marketing and promotional purposes.

12. **Independent Contractor**. You are an independent contractor and have no authority to bind or act on behalf of Enhanced. Nothing in this Agreement creates any partnership, joint venture, or agency relationship.

13. **Termination**. Enhanced may suspend or terminate your participation in the Program at any time, with or without notice, for non-compliance, legal risk, or business reasons. Upon termination, Affiliate shall immediately cease all use of Enhanced materials and affiliate links.

14. **Miscellaneous**. These Terms govern your participation in the Program and may be updated by Enhanced from time to time upon notice. These Terms constitute the entire agreement between you and Enhanced regarding the Program and supersede any prior understandings. In the event of a conflict between these Terms and the Platform terms, these Terms control with respect to your relationship with Enhanced. Failure by Enhanced to enforce any provision shall not constitute a waiver of such provision. Enhanced may assign this Agreement without restriction. This Agreement shall be governed by the laws of the State of New York. Sections relating to commissions, indemnification, limitation of liability, and compliance shall survive termination.