



## **OS1st Affiliate Agreement**

This Affiliate Agreement ("Agreement") is made and entered into as of the Effective Date (as set forth on the signature page hereto) between and among ING Source, LLC dba OS1st ("OS1st") and the Affiliate listed on the signature page hereto ("Affiliate").

WHEREAS, OS1st is a manufacturer, distributor, and retailer of premium socks and compression products in the U.S. and abroad, under registered trademarks OS1st®, Orthosleeve®, and all other brand and logos created and/or registered by OS1st or its affiliate Dr.'s Own, LLC.

WHEREAS, OS1st desires to promote its products and services through the marketing channels of Affiliate, and Affiliate desires to promote OS1st products and services.

Now, therefore, in consideration of the foregoing and of the mutual covenants, representations, and warranties set forth in this Agreement, the parties hereby agree as follows:

### **1. Access to Products and Services**

OS1st shall provide Affiliate access to OS1st-approved marketing materials and product/service information for Affiliate to use to perform its obligations under this Agreement.

### **2. Ownership of Intellectual Property- Limited License Granted**

OS1st grants to Affiliate a non-exclusive, non-assignable, non-transferable, non-sublicensable, terminable, limited license during the Term to access and use certain intellectual property owned by OS1st and its affiliates ("IP") solely for the purpose of providing Services or performing obligations under this Agreement. Nothing herein shall grant to Affiliate any right, title, or interest in any of the IP. Throughout the term of this Agreement, and subsequent to the termination of this Agreement, all IP will remain the sole and exclusive property of OS1st.

### **3. Affiliate Obligations**

Affiliate shall (i) promote OS1st products and services in a truthful and professional manner, (ii) comply with all applicable laws, rules, and regulations governing Affiliate marketing activities, (iii) use only OS1st-approved marketing materials and adhere to OS1st branding guidelines, (iv) not engage in any activity that may harm OS1st's reputation or IP, (v) be solely responsible for the development, operation, and maintenance of its own marketing channels, and (vi) shall comply with the obligations set forth in the Affiliate Disclaimer and Disclosure Agreement ("Disclaimer") incorporated into this Agreement and attached hereto as Exhibit A.



#### 4. Affiliate Non-Compete Obligation

Affiliate agrees not to act as an ambassador or affiliate nor publicly endorse any direct competitor of OS1st during the term of this Agreement and for a period of 90 Days following termination or expiration. For the purposes of this Agreement, a "competitor" is defined as any entity or individual engaged in the sale, promotion, or representation of products or services that directly compete with the products or services offered by OS1st. This Agreement shall not prohibit Affiliate from engaging in activities that do not directly compete with OS1st or that have been expressly approved in writing by OS1st. This section shall survive the term of this Agreement.

#### 5. Termination of Agreement

Both parties may terminate this Agreement mutually with thirty (30) days written notice. OS1st has the right to terminate this contract immediately (i) for reasonable cause, (ii) upon Affiliate committing a breach of any obligation under this Agreement, (iii) if Affiliate fails to fulfill the terms of this Agreement, (iv) if Affiliate becomes involved in, or associated with, any situation deemed inappropriate by OS1st, and (v) if Affiliate disparage OS1st or its products in any way or manner.

#### 6. Independent Contractor

Affiliate is an independent contractor is not deemed and employee of OS1st. In its capacity as an independent contractor, Affiliate agrees and represents, and OS1st agrees, as follows: (i) Affiliate has the right to perform services for others during the term of this Agreement provided that such engagement does not create a conflict of interest with OS1st and that Affiliate at all times comply with their obligations in this Agreement, including, without limitation, the confidentiality obligation, (ii) Affiliate has the sole right to control and direct the means, manner, and method by which the services required by this Agreement will be performed, and (iii) Affiliate has the right to perform the services required by this Agreement at any place or location and at such times as Affiliate may determine.

#### 7. No Partnership

This Agreement does not create a partnership relationship. Affiliate does not have authority to enter into contracts on OS1st's behalf.

#### 8. Confidentiality

Affiliate acknowledges that it will be necessary for OS1st to disclose certain confidential and proprietary information to Affiliate in order for Affiliate to perform duties under this Agreement. Affiliate acknowledges that any disclosure to any third party or any misuse of this proprietary or confidential information would irreparably harm OS1st. Accordingly, Affiliate will not disclose or use, either during or after the term of this Agreement, any



proprietary or confidential information of OS1st without OS1st's prior written permission.

Proprietary or confidential information includes: (i) the written, printed, graphic, or electronically recorded materials furnished by OS1st for Affiliate to use, (ii) any written or tangible information stamped "confidential," "proprietary," or with a similar legend or any information that OS1st makes reasonable efforts to maintain the secrecy of, (iii) business or marketing plans or strategies, customer lists, operating procedures, trade secrets, design formulas, know-how and processes, computer programs and inventories, discoveries and improvements of any kind, sales projections, and pricing information, and (iv) information belonging to customers and suppliers of OS1st about which Affiliate gained knowledge as a result of Affiliate's services to OS1st. Affiliate will not be restricted in using any material that is publicly available, already rightfully in Affiliate's possession prior to commencement of Affiliate's provision of services to OS1st, known to Affiliate without restriction, or rightfully obtained by Affiliate from sources other than OS1st. Upon termination of Affiliate's services to OS1st, or at OS1st's request, Affiliate will deliver to OS1st all materials in Affiliate's possession relating to OS1st's business. This section shall survive the term of this Agreement.

#### 9. Resolving Disputes and Governing Law

If a dispute arises under this Agreement, the parties shall endeavor to resolve the dispute mutually, after providing notice to the other party. If the dispute is not resolved within 30 calendar days after issuance of such notice, it shall be referred to binding Arbitration governed by the American Arbitration Association. Costs of arbitration, including attorneys' fees, will be allocated by the arbitrator. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware.

#### 10. Assignment

Affiliate may not assign any rights or delegate any of its duties under this Agreement without Client's prior written approval.

#### 11. Severability

If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions of this Agreement shall continue to be valid and enforceable.



## **Entire Agreement**

This Agreement constitutes the entire understanding between the parties and supersedes any prior agreements, whether written or oral, relating to the subject matter herein.

IN WITNESS WHEREOF, this Agreement is hereby agreed and acknowledged by:

AFFILIATE

By: \_\_\_\_\_  
[Affiliate's Full Name]

Effective Date: \_\_\_\_\_



## **Exhibit A**

### **Affiliate Disclaimer and Disclosure**

This Affiliate Disclaimer and Disclosure Agreement (the "Agreement") is entered into between ING Source, LLC ("Company") and the undersigned affiliate ("Affiliate").

#### 1. Affiliate Relationship:

By signing this Agreement, Affiliate acknowledges and agrees to enter into an affiliate relationship with the Company. This relationship is established for the purpose of promoting and marketing the Company's products or services in exchange for a commission as outlined in the Affiliate Program Terms and Conditions.

#### 2. Compliance with FTC Guidelines:

Affiliate agrees to comply with all Federal Trade Commission (FTC) guidelines, regulations, and requirements related to affiliate marketing and disclosure. This includes, but is not limited to, clearly and conspicuously disclosing their relationship with the Company to their audience.

#### 3. Disclosure Requirements:

Affiliate agrees to disclose their affiliation with the Company in a clear, prominent, and easily understandable manner on all promotional materials, including but not limited to websites, social media posts, videos, and any other channels used for promotion.

#### 4. Placement of Disclosures:

Affiliate agrees to place the disclosure in a location that is noticeable to the average consumer, ensuring it is visible without the need for scrolling or additional clicks. The disclosure must be placed before any affiliate links and in proximity to any product or service endorsement.



#### 5. Content Review:

Affiliate acknowledges that OS1st reserves the right to review and request modifications to any promotional content created by the Affiliate to ensure compliance with FTC guidelines and the OS1st brand standards.

#### 6. Termination of Agreement:

Non-compliance with this Agreement and failure to adhere to FTC guidelines may result in the termination of the affiliate relationship and the forfeiture of any pending or future commissions.

#### 7. Representations and Warranties:

Affiliate represents and warrants that all information provided to the Company is accurate and that they will promptly update the Company in the event of any changes that may impact their ability to comply with this Agreement.