

MARKETING AFFILIATE AGREEMENT

This MARKETING AFFILIATE AGREEMENT (the "Agreement") Dated _____ (The Effective Date) is, by and between **OptoCeutics Inc.** (OC), EIN: 92-1160406 a corporation wholly owned by **OptoCeutics ApS**, parent company, with a principal place of business at: Gl. Kongevej 1, 4. tv., 1610 Copenhagen, Denmark (hereafter referred to as "Company") and _____ (Company Name & Address) (hereafter referred to as "Marketing Affiliate" "Affiliate", or "MA").

This NON-EXCLUSIVE AFFILIATE AGREEMENT (the "Agreement") is made and effective as of the date on the last signature within the last page (the "Effective Date") and shall remain in effect for one calendar year and shall be automatically renewed for successive one (1) year periods unless otherwise terminated according to the cancellation or termination provisions contained in this Agreement. Company and MA acknowledge that this Agreement is not a franchise as that term is defined under any and all applicable local, state, and/or federal laws in the U.S., as amended.

NOW, THEREFORE, and in consideration of the mutual covenants herein, intending to be legally bound, the Parties agree as follows:

1. Affiliate Duties and Marketing Responsibilities

- 1.1. The Affiliate agrees to promote and/or market the Company's product, EVY Light®, using provided affiliate links, banners, and promotional materials.
- 1.2. The Affiliate agrees not to engage in any deceptive, fraudulent, or unethical practices in their promotional efforts.
- 1.3. The Affiliate will be responsible for all costs and expenses of maintaining and marketing their own materials, including but not limited to all costs associated with the creation, hosting, modification, and improvements to the affiliates' website, costs of search engine placement, and other Internet marketing, costs of inserting the Company's links onto the MA's website, offline marketing costs, postage costs, and all other costs and expenses.

2. Duties of The Company

- 2.1. The Company is responsible for compensating MA for all sales attributable to MA's unique code or link assigned by the Company. The sales price will not include any shipping and handling, sales tax, special service fees such as gift wrapping or packaging, late charges, collection costs, imports/export duties, or any other payment made to the Company that is in addition to the actual price of the product itself.
- 2.2. Developing independently and on occasion collaboratively marketing collateral to assist the MA in the promotion of the Company's product(s).

3. Compensation Plan

- 3.1. 10% commission of device sales from 1–50, where the purchaser properly used and applied the code/link assigned to MA.
- 3.2. For device sales of 51 and up to 100 at any point in a contract year, MA shall be entitled to 15% commissions on those devices.
- 3.3. For device sales of 101 and beyond at any point in a contract year, MA shall be entitled to 20% commissions on those devices.
- 3.4. The Company reserves the right to change and amend the compensation structure at any time, at its discretion, and without notice.

4. Chargebacks

- 4.1. If, at any point during the contract period, the Company discovers an overpayment of commissions made to the MA, the Company reserves the right to charge the MA back the amount of the overpayment. MA agrees to fully cooperate in the process. This overpayment may be withheld from future commissions or may require the MA to reimburse the Company directly and within 30 days of receiving notice.

5. Payment of Commissions

- 5.1. The Company will calculate payment of all commissions monthly and at the end of each month but will withhold payment for any "sold" devices until the 90-day money-back guarantee period (from the initial date of purchase) has expired. Thereafter, the Company will pay any due commissions within 15 business days. Several options for payment will be made available to MA (eg. ACH, Check, or other)

- 5.2. The MA acknowledges that the Company's tracking system will be the single source of truth in determining the date and amount of sale.
- 5.3. The Company will provide the MA with access to tracking tools and reports to monitor the effectiveness of their promotional activities and commissions due.

6. Customers' Provenance

- 6.1. All parties who make purchases through the Company's website, regardless of whether they may have reached it through the link from the MA, are deemed to be the Company's customers.
- 6.2. The Company will have the right to contact these customers and send future marketing offers to them. The MA will have no right to commissions on subsequent purchases that may be made by these customers, except for subsequent purchases that may be traced at the time of purchase through the MA's code/link. Additionally, all such customers and purchases will be subject to the Company's policies, procedures, rules, and regulations, and the MA has no right or authority to amend or offer any different offers relative to the purchase of Merchandise from the Company's website.
- 6.3. The Company, however, reserves the right to amend any of its terms, conditions, policies, procedures, pricing, payment policies, collection policies, and all other items relative to the Company's business and sale of Merchandise at any time in its sole discretion.

7. Use of Intellectual Property and Marketing Collateral

- 7.1. Any marketing material that is provided by the company to the MA is the sole property of the Company and the MA is prohibited from altering said material without written consent from the company.
- 7.2. The Company grants the MA a non-exclusive, limited, revocable license to use its trademarks, logos, and promotional materials for the purpose of promoting the Company and its product(s).
- 7.3. The MA is allowed to use and re-use any material created by the Company and accessible on any commercial marketing channel owned by the Company. Modification or removal of the Company's trademarks, and logos, is not permitted without prior written consent.
- 7.4. MA shall protect copyrights, trade names, trademarks, service marks, trade secrets, and other confidential proprietary rights and information of

the Company and its affiliates, and report any infringements or suspected infringements of which MA becomes aware.

- 7.5. Permits, licenses, and compliance with laws. MA shall be responsible and bear all costs for complying with local, state, provincial, federal, national, and international statutes, rules, regulations, and ordinances of any kind that relate to or affect MA's duties under this Agreement.

8. Termination

- 8.1. Either party may terminate this Agreement at any time for any reason by providing written notice to the other party.
- 8.2. Notices sent hereunder shall be sent via Email to the MA at the Email address provided.
- 8.3. Upon notice of termination, the MA shall cease using all Company trademarks and promotional materials.

9. Confidentiality

- 9.1. Both parties agree to keep confidential any non-public information shared during their affiliation. MA will make no use of Confidential Information for any purpose except as expressly authorized by this Agreement. Except as expressly provided in this Agreement, MA will not disclose Confidential Information to any third party and will protect and treat all Confidential Information with the same degree of care as it uses to protect its own confidential information of similar importance, but in no event with less than reasonable care. Except as expressly provided in this Agreement, MA will not use, make, or have made any copies of Confidential Information, in whole or in part, without the prior written authorization of the Company. In the event that MA is required to disclose Confidential Information pursuant to law, MA will notify Company of the required disclosure with sufficient time for Company to seek relief, will cooperate with Company in taking appropriate protective measures, and will make such disclosure in a fashion that maximizes protection of the Confidential Information from further disclosure.

10. Medical Claims

- 10.1. The Company does not make any medical claims for treatment efficacy without the clearance of relevant regulatory agencies in the European Union and the USA.

- 10.2. The Company does not claim that its product has any effect on brain disorders, nor is it approved for the treatment of any disease. The Affiliate understands the risks of making medical claims without these clearances and agrees not to engage in such conduct.

11. Limitation of Liability

- 11.1. The Company is not liable for any indirect, incidental, or consequential damages arising from MA's involvement with the Company.

12. Indemnification

- 12.1. The MA hereby agrees to indemnify and hold the Company, and all of the stockholders, officers, directors, employees, contractors, affiliates, agents, and successors against any and all claims, liabilities, damages, actions, causes of action, suits, threats, demands, and settlements, including all costs and attorney fees related thereto, that the Company may incur and that are based in whole or in part upon the MA's participation in the program, shall be the sole responsibility of the MA.

13. Agreement to Arbitrate

- 13.1. Any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof but entry of such judgment will not be required to make such award effective. The law of the State of California, and Danish Authorities will govern all questions concerning the validity, construction, and effect of this Agreement. Any controversy, dispute, or claim arising under or in connection with this Agreement (including, without limitation, the existence, validity, interpretation or breach hereof and any claim based on contract, tort or statute) shall be resolved by a binding arbitration, to be held in Berkley, California or virtually, if possible. The AAA shall select a sole arbitrator. Each party shall bear its own expenses incurred in connection with arbitration and the fees and expenses of the arbitrator shall be shared equally by the parties involved in the dispute and advanced by them from time to time as required. It is the mutual intention and desire of the parties that the arbitrator be chosen as expeditiously as possible following the

submission of the dispute to arbitration. Once such arbitrator is chosen, and except as may otherwise be agreed in writing by the parties involved in such dispute or as ordered by the arbitrator upon substantial justification shown, the hearing for the dispute will be held within sixty (60) days of submission of the dispute to arbitration. The arbitrator shall render his or her final award within sixty (60) days, subject to extension by the arbitrator upon substantial justification shown of extraordinary circumstances, following the conclusion of the hearing and any required post-hearing briefing or other proceedings ordered by the arbitrator. Any discovery in connection with arbitration hereunder shall be limited to information directly relevant to the controversy or claim in arbitration. The arbitrator will state the factual and legal basis for the award. The decision of the arbitrator in any such proceeding will be final and binding and not subject to judicial review.

14. NOTICE

- 14.1. Any notice required under this Agreement shall be deemed to have been given when hand-delivered or on the date of mailing when mailed by standard Mail, postage prepaid, and addressed to the party to receive such notice at the address designated above, or such other address as the party may from time to time direct in writing, including email.

15. ENTIRE AGREEMENT

- 15.1. This Agreement sets forth the entire agreement and understanding between the parties with respect to the Affiliate Program and supersedes any and all prior discussions, understandings, agreements, representations, warranties, or covenants between the parties related to the Affiliate Program only. This Agreement may only be amended in writing and signed by the authorized representative of each of the parties, except as otherwise set forth herein. Any waiver of a breach or default under this Agreement shall not constitute a waiver of any subsequent or other breach or default and shall not serve to modify the agreements set forth herein. If any provision or term of this Agreement is held to be invalid for any reason, it shall not affect the enforceability of the remainder of this Agreement or any other term or condition of this Agreement.

16. Signatures

- 16.1. The Parties may execute this Agreement in multiple counterparts, each of which constitutes an original, and all of which, collectively, constitute only one Agreement.
- 16.2. Delivery of an executed signature page by facsimile or electronic scan (e.g., pdf, .tif) is as effective as executing and delivering this Agreement in the presence of the other Party to this Agreement.

IN WITNESS WHEREOF, the Parties, as of the Effective Date, have caused this Agreement to be executed by their duly authorized representatives.

THE AFFILIATE

On Behalf Of:

Legal Name:

Signature:

Date:

THE COMPANY

On Behalf Of: **OPTOCEUTICS**

Title:

Legal Name:

Signature:

Date: