

Affiliate Program Agreement

This Affiliate Program Agreement (this “Agreement”) provides the terms and conditions that apply to you as an affiliate of Carmen Ohling LLC’s Flow Life Academy affiliate program (“Affiliate Program”), which will be facilitated through our website (our “Site”). In this Agreement, “we,” “us,” and “our” refer to Carmen Ohling LLC and “you” and “your” to the affiliate.

The purpose of the Affiliate Program is to provide “Links” means the banner, buttons, coding or other manner in which a “Customer” is referred to our Site for the purpose of promoting the sale of goods or services on our Site. The Links are prepared so as to track Customers who are directed by you to our Site and make a purchase which results in a “Completed Transaction” where our goods or services ordered by a Customer have been delivered, the return period has expired (if any), and thirty (30) days has elapsed since the goods or services were paid for in full.

SUMMARY.

- You must comply with the Federal Trade Commission’s Endorsement Guidelines. *See below.*
- You must not associate our Affiliate Program with any sexually explicit, violent, discriminatory, or illegal materials or activities.
- Fraud will be policed and penalized.
- Spamming is strictly prohibited.
- Paid search campaigns containing our trademarks are prohibited.
- Cybersquatting and typosquatting are prohibited.

MODIFICATION OF THESE TERMS.

We reserve the right to modify, update or otherwise change the terms and conditions of this Agreement by publishing the revised terms to the Account of our Site. We will notify you of any material changes to this Agreement by email, but it is your responsibility to ensure that you have reviewed and are familiar with the most recent version. Unless we state otherwise, the change, addition or deletion will apply to all of your future Completed Transaction (as defined below). Your continued use is acceptance of all changes, additions and deletions unless and until you terminate this Agreement.

ACCURATE, UP-TO-DATE INFORMATION.

You agree to provide us with accurate information about you and your promotional methods, and to maintain up-to-date “Account” information (such as contact information, websites used, etc.). In your Account, you must accurately, clearly and completely describe all promotional methods by selecting the appropriate descriptions and providing additional information when necessary. You will have access to the review our Affiliate Program details, newsletter, download HTML code and marketing collateral.

USES OF LINKS.

You agree to use ethical and legal business practices and maintain a privacy policy on your Web site. You represent and warrant that all promotional means used by you will not contain objectionable content, including but not limited to the following:

- Misleads consumers
- Promotes sexually explicit material or activities
- Promotes violence
- Promotes discrimination in any form, including based on race, sex, religion, nationality, disability, sexual orientation, or age
- Promotes illegal activities
- Engages in indiscriminate advertising or unsolicited commercial email or otherwise fail to comply with the CAN-SPAM Act of 2003 (Public Law 108-187 or any successor legislation), and/or any other laws and/ or regulations that govern email marketing and/or communications
- Infringes on any copyright, trademark, or other intellectually property rights
- Is in any way unlawful, harmful, threatening, defamatory, obscene, harassing, or racially, ethically or otherwise objectionable in our sole discretion
- Includes Carmen Ohling LLC or variations or misspellings in their domain name
- Contains software downloads that may enable diversions of commissions from other affiliates in our Affiliate Program
- You may not create or design any website you operate to explicitly or implied in a manner that resembles our Site so that it leads consumers to believe you are the Site
- You will not participate in any cybersquatting and typosquatting

MAINTENANCE AND UPDATING

The maintenance and updating of your Links will be your responsibility. We may monitor your Links and notify you if we believe that would enhance performance or require make modifications to comply with this Agreement. If you do not make the required changes, we reserve the right to terminate this Agreement.

INTELLECTUAL PROPERTY.

It is your sole responsibility to abide by all applicable intellectual property and other laws that pertain to your Links, including having express permission to use any third-parties copyright or trademarked material, including ours.

COMPLIANCE WITH THE FEDERAL TRADE COMMISSION'S ENDORSEMENT GUIDELINES.

You must comply with the Federal Trade Commission (FTC) Endorsement Guidelines. All endorsements, reviews, testimonials, on our products must be clearly disclosed in a disclosure.

PERSONALLY IDENTIFIABLE INFORMATION OF VISITORS.

You represent and warrant that you will not enable the Tracking Code to collect personally identifiable information of visitors that would allow us to personally identify visitors.

USAGE AND SECURITY OF ACCOUNT.

You shall be responsible for all usage and activity on your account and for loss, theft or unauthorized disclosure of your password (other than through our negligent or willful conduct or omission). You shall provide us with prompt written notification of any known or suspected unauthorized use of your account or breach of the security of Your Account.

OWN TRANSACTIONS.

You may not click on your own Links to generate transactions for your Account, regardless of its purpose. We reserve the right to reverse any such transactions and terminate this Agreement without any compensation.

DUPLICATE ACCOUNTS PROHIBITED.

As an affiliate, you can only have 1 account. You can list multiple domains in one account, but only one account is allowed. Self-referrals for affiliate or merchant accounts are strictly prohibited.

LIMITED LICENSE RIGHTS.

You agree to place one or more of the Links. Links may contain logos, trademarks, service marks (collectively, "Marks"). Pursuant to this Agreement, we grant you a limited, non-exclusive, non-transferable and revocable license to display the Links, subject to the terms and conditions of this Agreement. You may not use the Links or the Marks for any other purpose absent our express written consent. You may not change, add to or delete from the Links or Marks. You may not use the Marks independently of the Links for any purpose without our express written consent; and you may not use or present the Links in any manner that suggests the endorsement of or by any other goods, services, persons or entities without our express written consent. In addition, you agree to not (a) acquire or attempt to acquire, register or attempt to register, make a claim to or in any way use domain names, trademarks, service marks, keywords, handles, screen names or other forms of identification incorporating the Marks; or (b) not to use the Marks in a way that suggests that we are the source of the Link. All intellectual property rights in and to the Marks, and any goodwill generated by your use of the Marks will be solely for our benefit.

COMPENSATION FOR YOUR REFERRED TRAFFIC.

Subject to your proper installation and use of the Links, you will be compensated based upon the Net Sale Price from Completed Transactions. "Net Sale Price" means the total amount received in US Dollars (after conversion from non-US currency to US Dollars, if necessary) from the Customer less (i) any tax collected by us for or on behalf of any governmental or taxing authority (such as a sales tax or VAT), (ii) shipping and handling charges, (iii) restocking fees, (iv) credit card or other charges by attributable to the payment method used by the Customer, (v) currency conversion fees, or (vi) discounts, credit or allowances granted by us in our sole and absolute discretion.

Your compensation (the "Fee") for each Completed Transaction will be 20% of the Net Sale Price.

Paid in full purchases will be paid out within 60 days of the Flow Life Academy program Cart Close.

Payment plan purchases will be paid out by a percentage of the monthly payment, for the duration of the payment plan, totaling 20% of the total net purchase.

The Fee will be offset with respect to each Completed Transaction for any issued discounts, credits or allowances, or chargebacks issued against us for any payment previously credited to us. All Fees are payable in U.S. Dollars.

We reserve the right to refuse an attempted purchase by any person, in our sole and absolute discretion. You shall have no claim to any Fee based on our decision to not complete transaction with any person who accesses our Site through the Link.

Notwithstanding the foregoing, if and to the extent you are required to file or provide certain documentation for tax and other governmental purposes, payment of the Fees may be suspended pending completion of such documentation.

FULFILLMENT AND CUSTOMER INFORMATION.

We are solely responsible for processing and fulfillment of all orders of goods and services on our Site, which shall be governed by the terms and conditions established in our sole and absolute discretion. All information about such orders and the Customers are our sole and exclusive property.

CONFIDENTIALITY.

We may provide you with information that is confidential and proprietary to us in the course facilitating the Affiliate Program ("Confidential Information"). You shall not disclose any Confidential Information to any person or entity, other than to such of its employees or consultants as may be reasonably necessary for purposes of performing its duties under this Agreement and have executed agreements of confidentiality no less protective than this Agreement, without our prior written consent. You shall use not less than the same degree of care it uses to protect its own Confidential Information, but in any event not less than a reasonable degree of care.

Confidential Information does not include information that (a) is or becomes publicly known through lawful means; (b) was rightfully in provider's possession or part of your general knowledge prior to the effective date of this Agreement; or (c) is disclosed to you without confidential restriction by a third party who rightfully possesses the information (without confidential restriction) and did not learn of it, directly or indirectly, from us.

If you are required to disclose Confidential Information by virtue of a lawful court order, subpoena or similar legal request, you will promptly notify us in writing of such requirement and cooperate so that we may seek an appropriate protective order. You will not use, copy,

publish, distribute or summarize any Confidential Information except as necessary to carry out the activities contemplated in this Agreement.

TERMINATION.

Either you or we may terminate this Agreement at ANY TIME, with or without cause, by providing the other written notice. The breach of any section of this Agreement is cause for immediate termination from this Agreement and may result in chargeback for any payouts associated with such breach. If we terminate this Agreement due to breach by you, no further Fees shall be paid to you and we may seek such other relief, equitable and legal, as may be available. If you terminate, the Fees due and owing to you shall be paid as provided herein. Regardless who terminates, upon termination, any and all rights and licenses granted by us to you shall immediately cease and you shall immediately stop using and remove the Link and our Marks.

FORCE MAJEURE.

Neither party shall be liable by reason of any failure or delay in the performance of its obligations hereunder for any cause beyond the reasonable control of such party, including but not limited to electrical outages, failure of Internet service providers, default due to Internet disruption (including without limitation denial of service attacks), riots, insurrection, acts of terrorism, national or local emergency, pandemic or epidemic, war (or similar), fires, flood, earthquakes, explosions, and other acts of God.

AUTHORITY.

Each party represents and warrants to the other party as to itself that the person executing this Agreement is authorized to do so on such party's behalf. IF YOU ARE AN INDIVIDUAL, YOU REPRESENT AND WARRANT THAT YOU WERE AT LEAST 18 YEARS OF AGE ON THE EFFECTIVE DATE OF THIS AGREEMENT.

RELATIONSHIPS OF PARTIES.

The relationships of the parties to this Agreement shall be solely that of independent contractors, and nothing contained in this Agreement shall be construed otherwise. Nothing in this Agreement or in the business or dealings between the parties shall be construed to make them part of a joint venture or partners with each other. Neither party shall do anything to suggest to third parties that the relationship between the parties is anything other than that of independent contractor.

SEVERABILITY AND WAIVER.

If any provision of this Agreement is held by any court of competent jurisdiction to be illegal, null or void or against public policy, the remaining provisions of this Agreement shall remain in full force and effect. The parties shall in good faith attempt to modify any invalidated provision to carry out the stated intentions in this Agreement. The waiver of any breach of any provision under this Agreement by any party shall not be deemed to be a waiver of any preceding or subsequent breach, nor shall any waiver constitute a continuing waiver.

COMPLIANCE WITH LAWS.

You are responsible for compliance with the requirements of all relevant legislation (including subordinate legislation and the rules of statutorily recognized regulatory authorities) in force or applicable in the United States or in any other applicable territory, and warrant that no promotion method used by you or the content of your website(s) will render us liable to any proceedings whatsoever.

ASSIGNMENT; SUCCESSION.

You may not assign this Agreement. Any attempted assignment or transfer in violation of this subsection will be null and void. Subject to the foregoing restrictions, this Agreement is binding upon and will inure to the benefit of the successors, heirs and permitted assigns of the Parties.

This Agreement shall be binding upon the parties and their successors, permitted assigns, heirs, affiliates, directors, shareholders, officers, employees and/or agents.

LIMITATION OF LIABILITIES.

ANY OBLIGATION OR LIABILITY OF US UNDER THIS AGREEMENT SHALL BE LIMITED TO THE TOTAL OF YOUR PAYOUTS PAID TO YOU BY US UNDER THIS AGREEMENT DURING THE YEAR PRECEDING THE CLAIM. NO ACTION, SUIT OR PROCEEDING SHALL BE BROUGHT AGAINST THE OTHER PARTY TO THIS AGREEMENT MORE THAN ONE YEAR AFTER THE TERMINATION OF THIS AGREEMENT. YOU AGREE THAT WE SHALL NOT BE LIABLE TO YOU, OR ANY THIRD PARTY (INCLUDING BUT NOT LIMITED TO A CLAIM BY ANOTHER AFFILIATE), FOR ANY CONSEQUENTIAL, EXEMPLARY, SPECIAL, INCIDENTAL, OR PUNITIVE DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF GOODWILL, LOST PROFITS, BUSINESS INTERRUPTION, LOSS OF PROGRAMS OR OTHER DATA, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR CLAIM.

DISCLAIMER OF WARRANTIES.

TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW, WE MAKE NO REPRESENTATIONS OR WARRANTIES AS TO OUR SITE. TO THE MAXIMUM EXTENT OF THE LAW, WE DISCLAIM ALL REPRESENTATIONS, WARRANTIES AND CONDITIONS, EXPRESS AND IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE, TITLE AND NON- INFRINGEMENT. OUR SITE IS PROVIDED "AS IS."

RELEASE.

You expressly and unconditionally release us from any and all claims against us, regardless the bases upon which such claim(s) may be made, that may be based on, arise in connection with or be related to any of the following acts, circumstances or conditions: (i) our Site is partially or totally inoperative or inaccessible; (ii) there are bugs, errors or inaccuracies in our Site; (iii) a suspension, termination or other action was taken with respect to your Account by us even if such suspension, termination or other action resulted in a loss of profits to you; (iv) any claim relating to a change in this Agreement by us; or (v) withholdings, deductions or offset in connection with payment of Fees due to applicable tax or currency control restrictions.

INDEMNITY.

You hereby agree to indemnify and hold us harmless against all claims, suits, demands, damages, liabilities, losses, penalties, interest, settlements and judgments, costs and expenses (including attorneys' fees) arising out of or are based on (i) your breach of or non-compliance with this Agreement, (ii) your violation of any law, or an alleged violation of law, (iii) your acts or omissions in using, displaying or distributing any Links, including but not limited to Affiliate's use of internet links via email distribution, (iv) any claim that we is obligated to pay tax obligations in connection with payment made to Affiliate pursuant to this Agreement and (v) any violation or alleged violation by you of any rights of another, including breach of a person's or entity's intellectual property rights (each (i)–(v) individually is referred to hereinafter as a "Claim"). Should any Claim give rise to a duty of indemnification under this Section we shall promptly notify you, and we shall be entitled, at its own expense, and upon reasonable notice to you, to participate in the defense of such Claim. Participation in the defense shall not waive or reduce any of your obligations to indemnify or hold us harmless. Affiliate shall not settle any Claim without our prior written consent. Affiliate also shall indemnify for any reasonable attorneys' fees or other costs incurred by an indemnified party in investigating or enforcing this Section.

CHOICE OF LAW.

This Agreement shall be governed by the laws of the State of Florida without regard to its conflict of laws rules or principles.

VENUE.

Affiliate hereby consents to exclusive jurisdiction in and venue in the State of Florida for all proceedings arising out of this Agreement.

DISPUTE RESOLUTION.

To the fullest extent permitted by law, all disputes arising out of and related to this Agreement ("Disputes") shall be resolved as follows:

Any Dispute(s) shall be settled exclusively by arbitration. The arbitration shall be initiated and conducted pursuant to the arbitration rules of the American Arbitration Association in effect at the time the request for arbitration is made. Arbitration shall be final and binding upon the Parties. Any party may bring an action in court to compel arbitration under this Agreement and to enforce an arbitration award. Otherwise, no party shall initiate or prosecute any lawsuit or administrative action in any way related to any Dispute. In any arbitration arising out of or related to this Agreement, the arbitrator shall award to the prevailing party, if any, the costs and attorneys' fees reasonably incurred by the prevailing party in connection with the arbitration. The Parties shall maintain the confidential nature of the arbitration proceeding and the award, except as may be necessary in connection with a judicial challenge to an award or its enforcement, or unless otherwise required by law or judicial decision. Notwithstanding anything herein to the contrary, either party shall be entitled to seek to obtain any provisional remedy, including injunctive or similar relief, from any court of competent jurisdiction as may be necessary to protect such party's rights and interests.

Each party acknowledges that (i) a breach or threatened breach by such party of any of its obligations under this Agreement would give rise to irreparable harm to the other party for which monetary damages would not be an adequate remedy and (ii) if a breach or a threatened breach by such party of any such obligations occurs, the other party will, in addition to any and all other rights and remedies that may be available to such party at law, at equity, or otherwise in respect of such breach, be entitled to equitable relief, including a restraining order, an injunction, specific performance, and any other relief that may be available from, notwithstanding anything to the contrary contained herein, any court of competent jurisdiction, without any requirement to (1) post a bond or other security, or (2) prove actual damages or that monetary damages will not afford an adequate remedy.

WAIVER OF JURY TRIAL.

EACH OF THE PARTIES KNOWINGLY, VOLUNTARILY AND IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM (WHETHER BASED ON CONTRACT, TORT OR OTHERWISE) ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE ACTIONS OF ANY PARTY IN NEGOTIATION, ADMINISTRATION, PERFORMANCE OR ENFORCEMENT OF THIS AGREEMENT.

REMEDIES.

No remedy or election shall be deemed exclusive but shall, wherever possible, be cumulative with all other remedies at law or in equity.

HEADINGS AND REFERENCES.

Headings of sections are for the convenience of reference only. Words indicated in quotes and capitalized signify an abbreviation or defined term for indicated words or terms, including those definitions contained in the opening paragraph.

ENTIRE AGREEMENT.

This Agreement represents the entire agreement between us and you. Therefore, this Agreement will supersede all prior agreements and communications of the parties, either oral or in writing.

This Agreement may be executed by an electronic signature that shall be fully binding.

YOU HAVE CAREFULLY READ THIS AGREEMENT AND FULLY UNDERSTAND ITS CONTENTS.

Affiliate Signature: _____

Affiliate Name: _____

Date: _____

FEDERAL TRADE COMMISSION'S ENDORSEMENT GUIDELINES

Public disclosures must comply with applicable social media platform rules, terms of use and guidelines.

GENERAL. All content posted by the Influencer on social media or on any other platform or media, or otherwise published, must:

- Be true. Make only factual statements, about your actual use of [Your Business Name]'s products
- Not be misleading. For example, any material connection between the Influencer and the [Your Business Name] must be disclosed, such as all payments, or free products or services.
- Not post or publish any content that promotes bigotry, racism or discrimination based on race, gender, religion, nationality, disability, sexual orientation or age.
- Not make any statements that are negative, defamatory or potentially damaging in any way about [Your Business Name] or its products or services, or any third party.

INFLUENCER EXPERIENCE. All posts, blogs, publications, testimonials and endorsements by the Influencer must be all of the following:

- Reflect the genuine, reasonably current opinion of the Influencer.
- Be based upon adequate information about, or experience with, the product or service being marketed, promoted or endorsed.
- Reflect actual use of the product by the Influencer, and if continued use is stated or implied, the Influencer actually continues to use the product.

MATERIAL CONNECTIONS. All posts, blogs, publications, testimonials and endorsements must disclose any material connection between the Influencer and the [Your Business Name], including:

- Any payment.
- Receipt of free products or services.
- Any combination of payment and free products or services.

DISCLOSURE LANGUAGE

- In general, the Influencer must include disclosure language in all posts, blogs, publications, testimonials and endorsements and such disclosure must clearly indicate:
 - that there is a material connection between the Influencer and the [Your Business Name]; and
 - the nature of the connection.
- The Influencer must use the following terms in all posts, blogs or publications: "Affiliate" Ambiguous language must not be used to disclose a material connection, including terms such as, "ambassador", "thanks", "collab", or "spon".

PLACEMENT. Disclosure of the material connection must be all of the following:

- Clear (that is, the nature of the material connection).