

OPTIMAL HUMAN LABS

Affiliate Program

Terms and Conditions

Last Updated: April 8, 2026

This Agreement describes and provides the terms and conditions (the “Terms”) that govern and apply to your participation in Optimal Human’ (the “Company,” “we,” “us,” or “our”) Affiliate Program (the “Program”).

You may only participate in the Program if you are eighteen (18) years of age, or older. You agree that your participation in the Program shall constitute express consent to these Terms.

FAILURE TO COMPLY WITH THESE TERMS WILL RESULT IN IMMEDIATE TERMINATION OF YOUR AFFILIATE ACCOUNT AND ALL RELATED PRIVILEGES, AS WELL AS FORFEITURE OF ALL UNPAID COMMISSIONS THAT HAVE BEEN EARNED THROUGH YOUR PARTICIPATION IN THE AFFILIATE PROGRAM.

Optimal Human further reserves its right to pursue any and all claims, legal and equitable, that may result from any violation of these Terms.

Optimal Human expressly reserves the right to modify these Terms at any time, with or without notice to you. Your continued participation in the Program following any such change shall constitute and evidence your agreement to any such modification to these Terms.

To contact us about any of the matters addressed in these Terms, including to ask questions or to provide comments, you may contact us by email at info@optimalhuman.com or by opening a support ticket in the Optimal Human Discord community.

A. Eligibility and Application

Optimal Human reserves sole and exclusive discretion over the approval, acceptance, and/or rejection of any and all applications to join or otherwise participate in the Program. You may only participate in the Program if you are eighteen (18) years of age, or older, and by applying for and/or participating in the Program, you expressly represent that you are eighteen (18) years of age, or older.

YOU ARE ONLY PERMITTED TO APPLY FOR AND USE ONE AFFILIATE LINK.

APPLICATION FOR MORE THAN A SINGLE AFFILIATE LINK, PER PERSON, IS GROUNDS FOR IMMEDIATE TERMINATION AND CONSTITUTES SUFFICIENT GROUNDS FOR FORFEITURE OF ALL UNPAID COMMISSIONS THAT HAVE BEEN EARNED THROUGH YOUR PARTICIPATION IN THE AFFILIATE PROGRAM.

If you wish for Optimal Human to deactivate an Affiliate Link that you have previously applied for and that has been approved, for any reason (including, but not limited to, your desire to apply for a new Affiliate Link), you may send a request by emailing info@optimalhuman.com or by opening a ticket in the Optimal Human Discord community.

B. Affiliate Link, Commission, and Audience Discount

Upon acceptance of your application to participate in Optimal Human' Affiliate Program, Optimal Human will provide you with a unique Affiliate Link that you can use – in compliance with these Terms – to earn twenty-five percent (25%) of the Gross Revenue received by Optimal Human for purchases of Optimal Human merchandise through www.optimalhuman.com made using your Affiliate Link (or that are otherwise directly attributable to your Affiliate Link) (the "Commission").

Commission is not earned on personal purchases made using your own Affiliate Link. While your Affiliate Link is valid for your own personal orders, no Commission will be credited or paid for purchases you make using your own link.

In addition to your Commission, your unique Affiliate Link will provide your audience with thirty percent (30%) off their purchase of Optimal Human merchandise. This discount is intended to be shared openly with your followers and community as a genuine benefit.

"Gross Revenue," as used and referred to in this section, refers to the amount actually paid by a customer for purchase of Optimal Human merchandise, and does not include any charges for shipping, sales tax, or any other similar charges levied on the customer at the time of purchase.

Optimal Human shall pay the Commission to you in accordance with its then-applicable payment policies and practices. Optimal Human expressly reserves the right to modify its payment policies and practices at any time, in its sole discretion. Notwithstanding the foregoing, Optimal Human will make reasonable efforts to publicize all payment policies and practices applicable hereto, and to provide reasonable advance notice to you of any change to those policies and practices before it is implemented.

You hereby acknowledge the sufficiency of the Commission in exchange for your participation in the Program, and that you shall have no entitlement to any consideration or commission, in either cash or equity, other than the Commission.

C. Program Guidance and Community Platforms

Optimal Human provides regular guidance and updates regarding permitted usage of the Affiliate Link, and your participation in the Program, via the Optimal Human Discord community, to which you will be invited upon acceptance into the Program.

You are required to join the Discord community upon receipt of your invitation. You are further obligated to monitor such guidance and updates, and shall be presumed to be, and held responsible to be, familiar with such materials – whether or not you actually access such materials, or participate in Program activities publicized and conducted on those platforms.

Optimal Human expressly reserves the right to modify its policies and practices regarding permitted usage of Affiliate Links at any time, in its sole discretion, with or without advance or written notice.

D. Prohibited Uses of Your Affiliate Link

Optimal Human also provides regular guidance and updates regarding prohibited uses of your Affiliate Link via the Optimal Human Discord community.

As previously stated, you are required to join such platforms upon receipt of your invitation. You are further obligated to monitor such guidance and updates, and shall be presumed to be, and held responsible to be, familiar with such materials – whether or not you actually access them.

Current guidance for PROHIBITED use of your Affiliate Link includes, but is not limited to:

- DO NOT reuse Optimal Human' (or another Optimal Human affiliate's) original content for your own purposes.
- DO NOT share your Affiliate Link on public websites (e.g., Reddit, Google, coupon code sites, deal sites, etc.).
- DO NOT bid on our brand terms via any online advertising platform (e.g., Google Ads).
- DO NOT promote your Affiliate Link on Optimal Human' corporate social media profiles, or on other affiliates' profiles or posts.
- DO NOT disparage Optimal Human' products, advertisement content or practices, company, employees, or business practices or processes (see Section J, below).
- DO NOT use inappropriate language or reference controversial topics when promoting Optimal Human.
- DO NOT ask Optimal Human moderators about any orders that you, yourself, have placed, or that anyone who has purchased through your Affiliate Link has placed, as those moderators do not have access to individual order information.
- DO NOT message Optimal Human employees or other representatives on their personal social media accounts.
- DO NOT ask Optimal Human employees or representatives for live host dates of new drops or restocks, as they may not have access to that information.

FAILURE TO COMPLY WITH THESE TERMS WILL RESULT IN IMMEDIATE TERMINATION OF YOUR AFFILIATE ACCOUNT AND ALL RELATED PRIVILEGES, AS WELL AS FORFEITURE OF ALL UNPAID COMMISSIONS THAT HAVE BEEN EARNED THROUGH YOUR PARTICIPATION IN THE AFFILIATE PROGRAM.

Optimal Human expressly reserves the right to modify its policies and practices regarding permitted usage of Affiliate Links at any time, in its sole discretion, with or without advance or written notice. Your continued participation in the Program following any such change shall constitute and evidence your agreement to any such modification to these Terms.

E. Representations and Warranties

You represent and warrant as follows: (a) You are eighteen (18) years of age, or older; (b) you have the legal right and authority to enter into this Agreement and to perform your obligations hereunder; (c) you will not violate any applicable laws or regulations, or cause a breach of any agreements with any third parties, in connection with your participation in the Program; (d) you will not violate, infringe, or misappropriate the intellectual property, proprietary, privacy, or publicity rights or other rights of any third party in connection with your participation in the Program; and (e) you will not be abusive, harassing, harmful to reputation, pornographic, indecent, profane, obscene, hateful, racist, or otherwise objectionable or false or misleading in connection with your participation in the Program.

F. Termination

Optimal Human reserves sole and exclusive discretion over your participation in the Program. Optimal Human may terminate and/or modify these Terms – or terminate and/or modify your participation in the Program – at any time or for any reason, with or without advance or written

notice. Your continued participation in the Program following any such change shall constitute and evidence your agreement to any such modification to these Terms.

You have no entitlement to advance or written notice of termination or modification of your participation in the Program, and Optimal Human has no obligation to provide advance or written notice of termination of an Affiliate Link.

Upon termination or deactivation of the Affiliate Link, Optimal Human shall submit to you a final report setting forth in detail all commissions that you have earned as of the date of termination. Optimal Human shall pay such earned commissions to you in accordance with its then-applicable payment policies and practices.

Commissions that have been forfeited due to your violation of these Terms will not be paid, and your participation in the Program shall constitute consent to the effectuation of such forfeiture, if it shall be warranted due to a violation of these Terms (which Optimal Human shall investigate and determine, in its sole and exclusive discretion).

G. Survival

The terms of this Agreement that, by their meaning and effect, are intended to survive the termination of this Agreement shall so survive – including, but not limited to, Sections E, F, G, H, I, J, and K.

H. Confidentiality and Proprietary Information

You recognize that the Company is engaged in a continuous program of product development and marketing strategization regarding its business activities. As such, you agree as follows:

At all times during your participation in the Program, and perpetually thereafter, you will hold in confidence and will not disclose, use, publish, or make copies of any of the Company's Proprietary Information (defined below), except to the extent such disclosure, use, or publication: (i) is expressly authorized in writing or by email by an officer of the Company; or (ii) is expressly required by law.

The term "Proprietary Information" shall mean private, confidential, trade secret, or other proprietary information (whether or not embodied or contained in some tangible form) relating to any actual or anticipated business of the Company or its Affiliates, or any product development or marketing undertaken by the Company or its Affiliates, or non-public information suggested by or resulting from any tasks assigned to you or work performed by you for or on behalf of the Company or its Affiliates, whether disclosed to you before or after the effective date of your participation in the Program.

"Proprietary Information" shall not include any information that is: (i) generally known to the industry or the public; (ii) legitimately made available to you by a third party without breach of any confidentiality obligation; or (iii) part of your general skill and knowledge.

I. Indemnification

You shall indemnify, defend, and hold harmless Optimal Human, and its parent companies, subsidiaries, affiliates, shareholders, members, managers, officers, directors, employees, agents, and representatives from and against any and all claims, costs, proceedings, demands, losses, damages, and expenses (including, without limitation, reasonable attorney's fees and

legal costs, which will be reimbursed as incurred) of any kind or nature, arising from or relating to any actual or alleged breach of any of your representations, warranties, or covenants in these Terms, or your negligence or misconduct in participating in the Program. You may not settle any indemnified claim against Optimal Human unless the settlement unconditionally releases Optimal Human of all liability. Optimal Human may participate in the defense of any indemnified claim at its own expense, and, at your expense, may undertake and control the defense of any indemnified claim in the event of your material failure to do so.

J. Non-Disparagement

Other than as set forth herein, you may not issue a press, news, or other release or otherwise publicize that you are associated with or performing services for Optimal Human without the Company's prior written permission.

You agree that you shall not orally or in writing criticize, disparage, make any negative statements, or otherwise undermine the reputation of Optimal Human, or comment in any negative way upon the business operations, products, services, employees, practices, procedures, or policies of Optimal Human.

K. General Provisions

Independent Contractors

The parties are independent contractors, and nothing in this Agreement shall be deemed or construed to create, or have been intended to create, a partnership, joint venture, employment, or agency relationship between the parties. Each party agrees that it neither has nor will give the appearance or impression of possessing the legal authority to bind or commit the other party in any way except as expressly provided in this Agreement. You acknowledge and agree, and it is the intent of the parties hereto, that you receive no company-sponsored benefits (e.g., paid vacation, sick leave, and/or medical insurance) from Optimal Human either as a contractor or employee, except as required by law. Any taxes imposed on you due to activities performed hereunder will be your sole responsibility.

Assignment

Neither party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the prior written consent of the other party. Any purported assignment, transfer, delegation, or other disposition is void, unless otherwise agreed to in writing. Notwithstanding the foregoing, Optimal Human may assign its interest in your Agreement to these Terms without your consent to an affiliate of or a third party acquiring (by sale, merger, reorganization, or otherwise) substantially all of Optimal Human' assets or business.

Amendments

Optimal Human expressly reserves the right to modify these Terms at any time, with or without notice to you. Your continued participation in the Program following any such change shall constitute and evidence your agreement to any such modification to these Terms.

Arbitration

Any controversy or claim arising out of or relating to these Terms, or the breach thereof, shall be conclusively resolved through binding arbitration under the Commercial Arbitration Rules of the

American Arbitration Association. Judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. Each party shall bear its own costs and attorney's fees.

Governing Law and Venue

These Terms and all related documents, and all matters arising out of or relating to the Program, whether sounding in contract, tort, or statute, are to be governed by, construed in accordance with, and enforced under the laws of the State of Arkansas, without giving effect to the conflict of laws provisions thereof to the extent such principles or rules would require or permit the application of the laws of any other jurisdiction. Any legal suit, action, or proceeding arising out of or relating to these Terms or the Program must be instituted in the federal or state courts located in Washington County, Arkansas, and each party irrevocably submits to the exclusive jurisdiction of such courts and waives any objection based on jurisdiction or venue, including forum non conveniens. This Agreement shall be interpreted in accordance with the plain meaning of its terms and not strictly for or against any of the Parties hereto.

Severability

If any part of these Terms is determined by a court of competent jurisdiction to be invalid or unenforceable, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision, and the remainder of the Agreement shall continue in full force and effect. If no enforceable provision can be substituted for any such invalid or unenforceable provision, then that provision will be deemed severable from the Agreement and will not affect the validity and enforceability of any remaining provisions.

No Waiver

Any failure of a party to enforce, for any period of time, any of these Terms will not be construed as a waiver of such provisions or of the right of said party thereafter to enforce each and every provision under these Terms.

Entire Agreement

These Terms constitute the complete and final agreement of the parties pertaining to the Program and your participation in the same, and supersede the parties' prior agreements, understandings, and discussions relating to the Program.

Knowing and Voluntary Agreement

By applying to and electing to participate in the Program, you acknowledge that:

- You have carefully read and fully understand all provisions of these Terms.
- You knowingly and voluntarily agree to all of the conditions, expectations, and obligations set forth in these Terms and agree to be legally bound by all of them.
- You have been and hereby are advised in writing to consider these Terms and to consult with an attorney in relation thereto.
- To the extent necessary or desired, you have consulted with counsel of your choice concerning these Terms and have done so or freely chosen not to do so.