

## **Amplify DPC Affiliate Program Agreement & Code of Conduct**

**Last Updated May 2026**

YOU MUST REVIEW THIS DOCUMENT IN ITS ENTIRETY, INCLUDING THE DISPUTE RESOLUTION SECTION BELOW, BEFORE PARTICIPATING IN THE PROGRAM (AS DEFINED BELOW).

This Affiliate Agreement constitutes the provisions herein, the EGS Solutions LLC, DBA Amplify DPC [Terms of Service](#), the EGS Solutions LLC, DBA Amplify DPC [Privacy Policy](#), both of which are incorporated herein by reference (collectively the “Agreement”). The Agreement governs your activity, application to join, and any subsequent participation in, EGS Solutions LLC, DBA Amplify DPC's Affiliate program (the “Program”). By accepting the Agreement, or by participating in the Program, you (“Affiliate,” “You” or “you”) agree to be bound by the terms thereof and agree that this is a binding legal agreement between You and EGS Solutions LLC, DBA Amplify DPC (“Amplify DPC,” “we” or “us”). If You are or represent a business entity, you represent and warrant that you have the authority to bind that entity to this Agreement. EGS Solutions LLC, DBA Amplify DPC reserves the right to modify the Agreement at any time. Your continued participation in the Program shall be deemed acceptance of any new versions of the Agreement. Affiliate is responsible for ensuring its employees, agents, and representatives comply with this Agreement. Any breach of the Agreement by an employee, agent, or representative acting on Affiliate’s behalf shall be deemed a breach by the Affiliate.

### **SECTION 1. PROGRAM APPLICATION**

You agree to provide all information reasonably requested by EGS Solutions LLC, DBA Amplify DPC in connection with Your Program application, and You represent and warrant that all information that You provide is truthful and accurate. You understand and agree that EGS Solutions LLC, DBA Amplify DPC retains sole and exclusive discretion to determine whether You qualify for participation in the Program. EGS Solutions LLC, DBA Amplify DPC reserves the right to change its criteria for the Program at any time, for any reason. You expressly consent to be contacted about your application and the Program via the email address and the phone number You provide in Your application. It is your responsibility to control the notifications you do, or do not, receive through your device. To stop receiving text messages from EGS Solutions LLC, DBA Amplify DPC, use the mobile phone corresponding to the number enrolled in EGS Solutions LLC, DBA Amplify DPC text messages and reply “STOP” in response to a text message from the EGS Solutions LLC, DBA Amplify DPC text messaging program. This will

only opt you out of the specific EGS Solutions LLC, DBA Amplify DPC text messaging program associated with that phone number, and you will remain opted in to any other text messaging programs in which you have enrolled. The opt out does not preclude messaging that EGS Solutions LLC, DBA Amplify DPC sends for necessary services. You understand and acknowledge that network services, including but not limited to mobile network services, are outside of the control of EGS Solutions LLC, DBA Amplify DPC, and EGS Solutions LLC, DBA Amplify DPC is not responsible or liable for issues arising from them. EGS Solutions LLC, DBA Amplify DPC reserves the right to modify or discontinue, temporarily or permanently, all or any part of EGS Solutions LLC, DBA Amplify DPC text messages, with or without notice. EGS Solutions LLC, DBA Amplify DPC may suspend or terminate your receipt of EGS Solutions LLC, DBA Amplify DPC text messages for any reason without notice to you.

## **SECTION 2. PROGRAM RULES**

You represent and warrant that, when participating in the Program, you will comply with the following Program rules (“Rules”), and, if EGS Solutions LLC, DBA Amplify DPC determines, in its sole discretion, that you are not in compliance with any of the Rules, you will be considered in material breach of this Agreement, and EGS Solutions LLC, DBA Amplify DPC may (in its sole discretion), in addition to seeking any other available remedies in law and equity, terminate this Agreement and Your participation in the Program immediately (which may include, without limitation, forfeiture of earned Commissions), without liability:

- a.** the Code of Conduct set forth in Exhibit A;
- b.** the following (collectively, “Laws/Terms”): (i) the terms of the Agreement, (ii) all applicable laws, statutes, treaties, ordinances, regulations, codes, guidance, guidelines, including, without limitation, the Federal Trade Commission’s Guides Concerning the Use of Endorsements and Testimonials in Advertising and related guidance, all as updated (collectively, the “FTC Endorsement Guides”), policies, terms and conditions of third parties to which you and the Program are subject, and (iii) the terms of use, user agreements and other terms and conditions pertaining to the use of each website and/or platform you use; and
- c.** the EGS Solutions LLC, DBA Amplify DPC Disclosure Requirements set forth in Exhibit B.

### **SECTION 3. COMPENSATION**

Upon acceptance into the Program, You will receive a unique Affiliate ID through <https://www.amplifydpc.com>. This Affiliate ID will be incorporated in the URL that You use to advertise EGS Solutions LLC, DBA Amplify DPC (hereinafter, “Affiliate Link”). You may earn Commissions (as further described below) for each sale (“Sale”) that is registered using Your Affiliate ID.

A Sale is determined to have occurred, provided that a new user (“Prospect”) (i) purchased EGS Solutions LLC, DBA Amplify DPC Products by accessing the EGS Solutions LLC, DBA Amplify DPC Site directly via an Affiliate Link from one of your authorized channels; and (ii) clicked the Affiliate Link to the EGS Solutions LLC, DBA Amplify DPC Site and purchased EGS Solutions LLC, DBA Amplify DPC Products, provided that it was the last Affiliate Link to the EGS Solutions LLC, DBA Amplify DPC Site that the customer clicked within the last 90 days. All determinations of whether a Sale occurred and whether a Commission is payable, will be made by EGS Solutions LLC, DBA Amplify DPC in its sole discretion.

A Commission is earned only if (i) Affiliate has registered and maintained a usable account with a third-party payment provider to receive Commission payments and provided complete and accurate information to EGS Solutions LLC, DBA Amplify DPC to facilitate payment and (ii) the account of Prospect has remained in good status for at least thirty (30) days after the Sale. No Commission is earned for a Sale if, at the time of attempted payout, Affiliate has not maintained a usable account with a third-party payment provider or EGS Solutions LLC, DBA Amplify DPC is unable to payout Commissions due to incomplete or inaccurate information provided by the Affiliate. Similarly, Affiliates are responsible for ensuring that their Prospects and Customers are not located in or associated with an embargoed or sanctioned person or entity. No Commissions will be earned for Sales to any Prospect or Customer residing in a Sanctioned Country or who is or has an association with a Sanctioned Party. A “Sanctioned Country” means any country or territory that is the target of comprehensive sanctions, including but not limited to Cuba, Iran, North Korea, Syria, and the Crimea region, the so-called Donetsk and Luhansk People’s Republics, and any other country or region that is otherwise the target of sanctions administered by the U.S. Office of Foreign Assets (“OFAC”) or equivalent government agency in other countries. A “Sanctioned Person” means any individual or entity that appears on the Specially Designated Nationals and Blocked Persons List of OFAC or that is otherwise the target of sanctions administered by OFAC or equivalent government agencies in other countries.

In the event that a Prospect has multiple Affiliate cookies (“Cookies”), the most recently acquired Cookie will generally determine which Affiliate is credited with a Sale except in instances of (i) recently canceled Prospects who attempt to re-subscribe under a different affiliate within 90 days of cancellation, (ii) cases of self-referral, or (iii) other scenarios at EGS Solutions LLC, DBA Amplify DPC’s sole discretion. If a Prospect signs up for EGS Solutions LLC, DBA Amplify DPC without connection to any Affiliate, that Prospect is considered unaffiliated, and no Commissions will be earned by any Affiliates for that Prospect unless otherwise agreed to by EGS Solutions LLC, DBA Amplify DPC in writing. In instances where a Prospect is affiliated under different Affiliates for different services (such as cases where one Affiliate makes the Sale, but another affiliate makes an upgrade for the same Prospect), EGS Solutions LLC, DBA Amplify DPC will allocate Commissions as deemed appropriate in EGS Solutions LLC, DBA Amplify DPC’s sole and absolute discretion. Affiliates are prohibited from inducing existing affiliated EGS Solutions LLC, DBA Amplify DPC customers from cancelling or transferring their account in order to “unaffiliate” with a previous Affiliate and “re-affiliate” with You. Similarly, Affiliates are prohibited from inducing existing EGS Solutions LLC, DBA Amplify DPC customers to cancel or transfer their unaffiliated accounts in order to affiliate with You. Unless a cancellation or transfer request for affiliation purposes is received directly from the EGS Solutions LLC, DBA Amplify DPC customer in their own capacity, and not at Your direction, Commissions in such instances will not apply, and such behavior shall be deemed a material breach of this Agreement. Commission payout amounts will be determined by EGS Solutions LLC, DBA Amplify DPC in its sole discretion. Commission rates may change from time to time at EGS Solutions LLC, DBA Amplify DPC’s sole discretion.

The Commission Rates are currently as follows:

- 15% recurring commission on the monthly or annual subscription for every successful referral. Setup fees are not included in the commission.

Except as otherwise provided herein, Commission payouts will be paid on the 30th of each month following EGS Solutions LLC, DBA Amplify DPC's receipt of payment for a Sale, subject to the other terms of this Agreement. In the event the 30th of each month falls on a holiday or weekend, Commission payouts will typically occur on the following business day, although exceptions may apply. All Commission payouts are calculated based on the amount of fees received by EGS Solutions LLC, DBA Amplify DPC's, less sales taxes. All Commissions are paid in U.S. Dollars (USD) or otherwise in currencies offered by the payment provider. Some payment methods may incur processing fees that may be deducted from your commissions.

Affiliates must register with a third-party payment provider to receive Commissions payouts. EGS Solutions LLC, DBA Amplify DPC or the third-party payment provider may require You to submit a completed W-8 or W-9 tax form or any ancillary supporting documentation or other tax documents (the “Required Documents”) before processing Commissions payouts. If You fail to submit the Required Documents in a timely manner, EGS Solutions LLC, DBA Amplify DPC or the third-party payment provider may refuse to payout Commissions that were earned more than 120 days prior to receiving your Required Documents. If You are not a resident of the United States, EGS Solutions LLC, DBA Amplify DPC may withhold tax (including, not limited to, VAT) where required by applicable law. You are solely responsible for complying with all tax laws in Your respective jurisdiction(s) including, but not limited to, the payment of all required taxes, and filing of all returns and other required documents with, the applicable governing body(ies).

If EGS Solutions LLC, DBA Amplify DPC determines, in its sole and exclusive discretion, that any Sale was procured fraudulently or as a result of any violation of this Agreement or applicable law, no Commission will be considered earned for such Sale. If a Commission has already been paid out for a Sale that is later deemed by EGS Solutions LLC, DBA Amplify DPC to be fraudulent or in violation of this Agreement or the law, the Commission amount will automatically be withheld against any future Commissions or refunded back to EGS Solutions LLC, DBA Amplify DPC at its option. EGS Solutions LLC, DBA Amplify DPC may also terminate this Agreement and Your participation in the Program immediately without any further liability to you.

If a refund or charge-back occurs for a Sale, and if a Commission was already paid to You for that Sale, such Commission is considered unearned, and the Commission will be deducted from Your future Commission payouts.

EGS Solutions LLC, DBA Amplify DPC will make reasonable efforts to payout all earned Commissions. In the event that EGS Solutions LLC, DBA Amplify DPC is unable to payout a Commission for any reason outside of EGS Solutions LLC, DBA Amplify DPC’s control, those Commissions may be forfeited at EGS Solutions LLC, DBA Amplify DPC’s sole discretion.

#### **SECTION 4. INTELLECTUAL PROPERTY RIGHTS; MEDIA RELEASE**

EGS Solutions LLC, DBA Amplify DPC may provide you with certain intellectual property, resources or materials to be used solely in connection with the Program (collectively, “Amplify DPC Materials”). You acknowledge that EGS Solutions LLC, DBA Amplify DPC shall maintain

complete ownership of the Amplify DPC Materials, and agree that you will not do anything inconsistent with our ownership, and agree that all of your use of the Amplify DPC Materials (including all associated goodwill) will insure to the benefit of, and on behalf of EGS Solutions LLC, DBA Amplify DPC. You agree that nothing in this Agreement gives you any right, title, or interest in the Amplify DPC Materials other than the right to use the Amplify DPC Materials in accordance with this Agreement. You also agree that you will not attack our rights in or title to the Amplify DPC Materials or the validity of the Amplify DPC Materials or this Agreement. In addition, You agree that all of your use of EGS Solutions LLC, DBA Amplify DPC's trademarks will comply with the latest edition of EGS Solutions LLC, DBA Amplify DPC's Brand Style Guidelines and all other directions from EGS Solutions LLC, DBA Amplify DPC regarding the form and manner of the application of the trademarks. This includes using trademark notices, including the ® symbol, only as instructed by EGS Solutions LLC, DBA Amplify DPC. You further agree that your authorization to use the Amplify DPC Materials, including EGS Solutions LLC, DBA Amplify DPC's trademarks, is personal; so you may not sublicense or otherwise allow anyone else to use the Amplify DPC Materials. At EGS Solutions LLC, DBA Amplify DPC's request, you will provide samples of all materials that include any of EGS Solutions LLC, DBA Amplify DPC's trademarks.

EGS Solutions LLC, DBA Amplify DPC hereby grants to you a non-exclusive, royalty-free license to use the Amplify DPC Materials solely in connection with and as necessary to conduct the services hereunder in a manner approved by EGS Solutions LLC, DBA Amplify DPC in advance for use.

All rights with respect to the software or services provided by EGS Solutions LLC, DBA Amplify DPC ("Services"), and EGS Solutions LLC, DBA Amplify DPC's name, trademarks, logos, or other intellectual property ("Amplify DPC IP"), whether now existing or which may hereafter come into existence, which are not expressly granted to Affiliate herein are reserved to EGS Solutions LLC, DBA Amplify DPC. Any goodwill generated through Affiliate's use of Amplify DPC IP shall insure solely to the benefit of EGS Solutions LLC, DBA Amplify DPC. Except as set forth in this Agreement, Affiliate may not use EGS Solutions LLC, DBA Amplify DPC's IP without EGS Solutions LLC, DBA Amplify DPC's prior written consent, including but not limited to using EGS Solutions LLC, DBA Amplify DPC's trademarks or brands as part of Your company name or domain name. Affiliate will promptly notify EGS Solutions LLC, DBA Amplify DPC of any infringement or threatened infringement of any Amplify DPC IP or rights of EGS Solutions LLC, DBA Amplify DPC of which Affiliate becomes aware and will provide reasonable assistance to EGS Solutions LLC, DBA Amplify DPC, at EGS Solutions LLC, DBA

Amplify DPC's expense, in connection therewith. Affiliate shall not promote or provide services to any other business or person that is infringing any of EGS Solutions LLC, DBA Amplify DPC's IP. Affiliate will use commercially reasonable means to protect the security of the Services on Affiliate's system and network, including internal and public websites, from hacking or other unauthorized access, modification or redistribution. Upon becoming aware of any breach in security, Affiliate shall notify EGS Solutions LLC, DBA Amplify DPC and take prompt action to remedy such breach.

Affiliate grants to EGS Solutions LLC, DBA Amplify DPC a non-exclusive, royalty-free license to use any content or materials published or distributed by Affiliate in connection with EGS Solutions LLC, DBA Amplify DPC and the Program for any lawful purpose, including, without limitation, the purposes of (i) further promoting EGS Solutions LLC, DBA Amplify DPC, (ii) marketing and generating interest in the Program; (iii) highlighting the creativity or achievements of You or other Affiliates; or (iv) for any other purpose agreed upon between You and EGS Solutions LLC, DBA Amplify DPC. Affiliate represents and warrants that all content and materials that You publish and distribute related to EGS Solutions LLC, DBA Amplify DPC and/or the Program do not infringe any intellectual property right of third parties, including other Affiliates and EGS Solutions LLC, DBA Amplify DPC.

If Affiliate elects to participate in any events or media activities, such as virtual and in-person events, contests, strategy sessions, monthly virtual workshops, podcasts, masterminds, summits, conferences and any other activities that the parties may agree to from time to time (collectively, "Activities"), Affiliate further grants to EGS Solutions LLC, DBA Amplify DPC all ownership rights and the absolute and irrevocable right and permission to copyright, use and publish content that may contain the Affiliate's image, voice, likeness and any of Your other contributions ("Likeness") that were obtained during Your participation in the Activities described above. The Likeness may be copyrighted, used and/or published individually or with other photography or video works, in any medium and for any lawful purpose.

You represent and warrant that (i) no other party has been granted an exclusive license with respect to the Likeness, and (ii) no other party's authorization or consent is required with respect to the permission granted to EGS Solutions LLC, DBA Amplify DPC under Section.

You waive any right that You may have to inspect or approve EGS Solutions LLC, DBA Amplify DPC's use of the Likeness, or the advertising copy or printed matter that may be used in connection with the use and/or publication of the Likeness. You release EGS Solutions LLC, DBA Amplify DPC from all claims for libel, slander, invasion of privacy, infringement of

copyright or right of publicity, or any other claim related to the Likeness. This release includes without limitation any claims related blurring, distortion, alteration, optical illusion, digital alteration, use in composite form, whether intentional or otherwise, or use of a fictitious name, that may occur or be produced in the processing or publication of the Likeness.

## **SECTION 5. TERM AND TERMINATION**

The term of this Agreement will begin the earlier of your acceptance of or signing of this Agreement (including digitally). Your participation in the Program will continue unless and until terminated. Either Party may terminate this Agreement at any time, with or without cause, by giving the other Party thirty (30) days' written notice of termination. If, in our sole determination, You defaulted or made an attempt to default any term or provision of the Agreement, or violated or allegedly violated any Laws/Terms, whether in connection with Your use of EGS Solutions LLC, DBA Amplify DPC or otherwise (collectively, "Default/Breach"), we may terminate the Agreement, freeze Your Commissions, or suspend Your access to the Services immediately at any time without notice to You. In such an instance, and in our sole discretion, we may also, for the aforementioned reasons, terminate our relationship and suspend any accounts owned/controlled by You. In the event this Agreement is terminated due to Your Default/Breach, You immediately forfeit all Commissions, and any other payments owed to You or that may in the future be owed to You without any further liability by EGS Solutions LLC, DBA Amplify DPC to You.

If this Agreement is terminated or canceled, then all provisions that, by their nature, should survive, will survive, including, but not necessarily limited to, all limitations of liability, disclaimers of warranties, indemnity obligations, class action waiver provisions. All representations and warranties undertaken by You shall also survive termination or cancellation of this Agreement and/or Your Amplify DPC account.

## **SECTION 6. ADDITIONAL REPRESENTATIONS AND WARRANTIES**

In addition to Your other representations and warranties herein, You further represent and warrant that there are no prior or pending government investigations or inquiries of, or prosecutions against You by the Federal Trade Commission ("FTC"), any other federal or state governmental agency, or any industry regulatory authority, anywhere in the world, nor any prior or pending private lawsuits against You which relate to alleged intentional torts or alleged violation of any consumer protection or advertising laws. If You become the subject of such an investigation, inquiry, prosecution, or lawsuit any time after this Agreement is executed, You are

required to notify EGS Solutions LLC, DBA Amplify DPC of the same within 24 hours. EGS Solutions LLC, DBA Amplify DPC, in its sole and exclusive discretion, may immediately terminate Your participation in the Program, as well as immediately terminate this Agreement, based on any investigation, proceeding, or lawsuit identified pursuant to this paragraph.

## **SECTION 7. ENTIRE AGREEMENT**

This Agreement represents the entire agreement between the Parties with regards to the Program and supersedes any other written or oral agreement between the parties. In the event that you have executed a separate written agreement related to the Program, that separate agreement shall prevail in the event of a conflict between it and this Agreement.

## **SECTION 8. INDEPENDENT CONTRACTOR**

Affiliates are independent contractors of EGS Solutions LLC, DBA Amplify DPC. It is the express understanding and intention of the Parties that no relationship of employee/employer nor principal and agent shall exist between EGS Solutions LLC, DBA Amplify DPC and You by virtue of this Agreement. You have no right to act on behalf of or bind EGS Solutions LLC, DBA Amplify DPC in any way, nor share in the profits or losses of EGS Solutions LLC, DBA Amplify DPC. The only compensation available to You is set forth in this Agreement. You are solely and exclusively responsible and liable for all of Your acts or omissions and the acts and omissions of anyone working on your behalf, as well as for any taxes due hereunder. EGS Solutions LLC, DBA Amplify DPC may provide compliance recommendations and/or Program recommendations, such as strategy sessions, marketing techniques, suggestions or guidance on complying with applicable Laws/Terms, or other materials and resources intended solely for informational and entertainment purposes (collectively, "Recommendations"). Such Recommendations should not be relied upon to ensure Your compliance with Laws/Terms. You are solely responsible for ensuring that Your participation in the Program and all subsequent activities comply with Laws/Terms, and EGS Solutions LLC, DBA Amplify DPC assumes no liability or responsibility for monitoring or confirming Your compliance or informing You of non-compliance.

## **SECTION 9. NO GUARANTEE**

EGS Solutions LLC, DBA Amplify DPC does not promise, guarantee, or warrant Your business success, income, or sales. You understand, acknowledge, and agree that EGS Solutions LLC, DBA Amplify DPC will not at any time provide sales leads or referrals to You. You understand

and agree further that neither EGS Solutions LLC, DBA Amplify DPC nor the Program is a business opportunity, a franchise opportunity, a “business-in-a-box,” or an assisted marketing plan.

## **SECTION 10. LIMITATION OF LIABILITY**

Except where otherwise inapplicable or prohibited by law, in no event shall EGS Solutions LLC, DBA Amplify DPC or any of its officers, directors, shareholders, employees, independent contractors, telecommunications providers, and/or agents be liable for any indirect, special, incidental, exemplary, consequential, punitive, or any other damages, fees, costs or claims arising from or related to this Agreement, the Services, the Program, Recommendations, your or a third party’s use or attempted use of the Services or any software, service, or product, regardless of whether EGS Solutions LLC, DBA Amplify DPC has had notice of the possibility of such damages, fees, costs, or claims. This includes, without limitation, any loss of use, loss of profits, loss of data, loss of goodwill, cost of procurement of substitute services or products, or any other indirect, special, incidental, punitive, consequential, or other damages. This applies regardless of the manner in which damages are allegedly caused, and on any theory of liability, whether for breach of contract, tort (including negligence and strict liability), warranty, or otherwise. In no event shall EGS Solutions LLC, DBA Amplify DPC's liability to you or your business exceed the amount of three (3) times the payments paid by you to EGS Solutions LLC, DBA Amplify DPC for the month preceding the date in which the facts giving rise to a claim against EGS Solutions LLC, DBA Amplify DPC occurred or one-thousand five-hundred dollars (\$1500), whichever is less, subject to applicable law, the remedies set forth above are your sole and exclusive remedies for EGS Solutions LLC, DBA Amplify DPC’s entire obligation and liability, for any breach of our limited warranty. Subject to applicable law, under no circumstances will EGS Solutions LLC, DBA Amplify DPC’s obligation or liability hereunder exceed the limited liability amount stated in this section. However, this shall not prevent EGS Solutions LLC, DBA Amplify DPC from seeking any and all remedies available to it in law or equity.

## **SECTION 11. DISPUTE RESOLUTION, CLASS ACTION WAIVER, & GOVERNING LAW**

You agree that all matters relating to the Program, including all disputes, will be governed by the laws of the United States and by the laws of the State of Texas without regard to its conflicts of laws provisions. You agree to the personal jurisdiction by and venue in the state and federal courts in Austin, Texas, and waive any objection to such jurisdiction or venue. The preceding provision regarding venue does not apply if you are a consumer based in the European Union. If

you are a consumer based in the European Union, you may make a claim in the courts of the country where you reside. Any claim under this Agreement must be brought within one (1) year after the cause of action arises, or such claim or cause of action is barred. Claims made under the separate terms and conditions may not be subject to this limitation. No recovery may be sought or received for damages other than out-of-pocket expenses, except that the prevailing party will be entitled to costs and attorneys' fees. In the event of any controversy or dispute between EGS Solutions LLC, DBA Amplify DPC and you arising out of or in connection with the Program, the parties shall attempt, promptly and in good faith, to resolve any such dispute. If we are unable to resolve any such dispute within a reasonable time (not to exceed thirty (30) days), then either party may submit such controversy or dispute to mediation. If the dispute cannot be resolved through mediation, then the parties shall be free to pursue any right or remedy available to them under applicable law.

YOU AND WE AGREE THAT ANY DISPUTE THAT CANNOT BE RESOLVED THROUGH THE PROCEDURES SET FORTH ABOVE WILL BE RESOLVED ON AN INDIVIDUAL BASIS. CLASS ACTIONS AND CLASS ARBITRATIONS ARE NOT ALLOWED. YOU MAY BRING A CLAIM ONLY ON BEHALF OF YOURSELF AND CANNOT SEEK RELIEF THAT WOULD AFFECT OTHER USERS OF OUR SERVICES OR THE PROGRAM.

## **SECTION 12. INDEMNITY**

You agree to protect, defend, indemnify and hold harmless EGS Solutions LLC, DBA Amplify DPC, its officers, directors, employees, owner(s), and parent company(ies) and assigns from and against all demands, claims, actions, proceedings, damages, liabilities, losses, fees, costs or expenses (including without limitation reasonable attorneys' fees and the costs of any investigation) directly or indirectly arising from or in any way connected with (1) use of or reliance on information or data supplied or to be supplied by You, (2) any alleged or actual Default/Breach of this Agreement by You, (3) the use or possession of any EGS Solutions LLC, DBA Amplify DPC property, including, without limitation, any Amplify DPC IP or Amplify DPC Materials, (4) any negligence, gross negligence or willful misconduct by or on behalf of You or those working on your behalf, (5) your use and/or modification of any of the Services, including Affiliate Links, in connection with this Agreement; and (6) any materials you create or campaigns you run in connection with the Program. EGS Solutions LLC, DBA Amplify DPC reserves the right to assume, at your expense, the exclusive defense and control of any matter subject to indemnification by you. You agree to cooperate with our defense of any claim. You

will not in any event settle any claim without the prior written consent of EGS Solutions LLC, DBA Amplify DPC.

### **SECTION 13. SEVERABILITY**

In the event any provision of this Agreement is inconsistent with or contrary to any applicable law, rule, or regulation, the provision shall be deemed to be modified to the extent required to comply with the law, rule, or regulation, and this Agreement, as so modified, shall continue in full force and effect.

### **SECTION 14. JUDICIAL ACTION FOR PROVISIONAL RELIEF**

The parties hereby agree and acknowledge that any breach or threatened breach of this Agreement will result in irreparable harm to EGS Solutions LLC, DBA Amplify DPC for which there will be no adequate remedy at law. In addition to other remedies provided by law or at equity, in such event EGS Solutions LLC, DBA Amplify DPC shall be entitled to seek injunctive relief, without the necessity of posting a bond and without having to establish actual damages resulting from a breach, to prevent any further breach of this Agreement by Affiliate or those working on its behalf.

### **SECTION 15. COMPLAINT NOTIFICATION**

Affiliate must notify EGS Solutions LLC, DBA Amplify DPC of any complaint received by Affiliate regarding any content disseminated hereunder within twenty-four (24) hours of receiving such complaint. Notice should be sent to the EGS Solutions LLC, DBA Amplify DPC Team at [clientsupport@amplifydpc.com](mailto:clientsupport@amplifydpc.com)

### **SECTION 16. FORCE MAJEURE**

No party will be liable for nonperformance of any of its obligations under the agreement if its nonperformance was due to a Force Majeure Event as defined in this Section if reasonable notice and good faith efforts to find a reasonable solution are provided. "Force Majeure Event" shall mean any act of God; war; riot; civil strife; act of terrorism, domestic or foreign; embargo; governmental rule, regulation or decree; flood, fire, hurricane, tornado, or other casualty; earthquake; strike, lockout, or other labor disturbance; the unavailability of labor or materials to the extent beyond the control of the party affected; pandemics, epidemics, local disease outbreaks, public health emergencies, and quarantines; or any other events or circumstances not

within the reasonable control of the party affected, whether similar or dissimilar to any of the foregoing. Upon occurrence of a Force Majeure Event, the non-performing party shall, in a timely manner, notify the other party that a Force Majeure Event has occurred, its anticipated effect on performance.

## **SECTION 17. CONFIDENTIALITY AND PRIVACY**

“Confidential Information” means any non-public business, technical, financial or other proprietary information you may receive from us during the term of this Program, including without limitation any brand guidelines, data, personal information of Customers or Prospects that EGS Solutions LLC, DBA Amplify DPC provides to you for the purpose of fulfilling your obligations under the Program or under a separate agreement for services (“Personal Information”), or the terms of this Agreement. You agree to hold our Confidential Information in strict confidence and not disclose it to any third party or use such Confidential Information for any purpose other than as expressly allowed here. Confidential Information will not include: (a) information that is or becomes publicly available through no fault of yours, (b) was in your possession or known by you without restriction prior to receipt from us, (c) was rightfully disclosed to you by a third party without restriction, or (d) was independently developed by you without use of any of our Confidential Information. You may disclose our Confidential Information where required by law or court order; provided, that to the extent legally permissible, you shall promptly notify us so that we may try to limit disclosure and obtain confidential treatment or a protective order for our Confidential Information. With regards to Personal Information, you represent and warrant that you will treat Personal Information in accordance with all applicable Laws/Terms and in compliance with applicable privacy policies. You also represent and warrant that you will maintain and make your own privacy policy available to Customers or Prospects with whom you interact as part of the Program or services you provide to EGS Solutions LLC, DBA Amplify DPC under separate agreement. Additionally, you represent and warrant that you will not share or sell any Confidential or Personal Information to third parties, regardless of whether that third party is under an obligation of confidentiality, without EGS Solutions LLC, DBA Amplify DPC’s express written consent.

## **SECTION 17. LIABILITY FOR ANY THIRD-PARTY SERVICES**

We are not responsible for the content or services of any third party, and we make no representations regarding the content or accuracy of any third-party services or materials.

## **EXHIBIT A**

## **CODE OF CONDUCT**

1. Affiliate shall comply with the provisions of any applicable EGS Solutions LLC, DBA Amplify DPC policy and EGS Solutions LLC, DBA Amplify DPC instructions provided to Affiliate. This includes immediate compliance with EGS Solutions LLC, DBA Amplify DPC's requests for removal of certain content, statements, materials, or anything other collateral posted or distributed by Affiliate.
2. Any claims Affiliate makes about EGS Solutions LLC, DBA Amplify DPC or EGS Solutions LLC, DBA Amplify DPC's products or services shall reflect Affiliate's honest and truthful opinions. If Affiliate's positive opinion(s) about EGS Solutions LLC, DBA Amplify DPC or EGS Solutions LLC, DBA Amplify DPC's products or services should change during participation in the Program so that Affiliate no longer can truthfully endorse EGS Solutions LLC, DBA Amplify DPC, Affiliate shall immediately advise EGS Solutions LLC, DBA Amplify DPC and EGS Solutions LLC, DBA Amplify DPC shall have the right to terminate the Agreement.
3. Any materials published by Affiliate represents fair, accurate, typical and truthful depictions of what is represented, be typical of what the average consumer can expect to achieve and clearly and conspicuously disclose generally expected results.
4. Affiliate is expressly prohibited from making any express or implied claims that EGS Solutions LLC, DBA Amplify DPC is or provides a business opportunity, franchise opportunity, a "business-in-a-box," or an assisted marketing plan.
5. Affiliates may not make, publish or communicate any claims or statements that expressly or impliedly guarantee that Prospect will make money by using EGS Solutions LLC, DBA Amplify DPC or by becoming an Affiliate.
6. Affiliate must correct any statement that later becomes inaccurate.
7. Affiliate may not make deceptive or misleading claims, or claims that are not substantiated (i.e., adequate proof must exist to back up the claim).
8. If Affiliate chooses to comment on EGS Solutions LLC, DBA Amplify DPC competitors or their product(s), it must be made clear such comment is not on behalf of or as a representative of EGS Solutions LLC, DBA Amplify DPC, and such comment cannot be construed as defamatory, misleading or deceptive, unfair or unsubstantiated.

9. Affiliate may not engage in defamation, slander, or libel regarding EGS Solutions LLC, DBA Amplify DPC, EGS Solutions LLC, DBA Amplify DPC employees, EGS Solutions LLC, DBA Amplify DPC Affiliates, or other parties associated with EGS Solutions LLC, DBA Amplify DPC.
10. Affiliate may not engage in any communication or disseminate content that is unlawful, harassing, or abusive.
11. Affiliate may not disseminate any content that is protected by intellectual property laws, rights of privacy or publicity, or any other applicable law unless Affiliate owns or controls all rights in the content and all elements of the content or has received all necessary consents. For example, Affiliate may not post photos or video content without written permission from the person who owns the photo or video as well as any persons (other than Affiliate) depicted in the photo or video, and Affiliate may not use music or sounds that are not cleared for use commercially and as contemplated by this Agreement.
12. Affiliate may not disseminate any materials that contain any viruses, Trojan horses, worms, time bombs, cancelbots, or other computer programming routines that are intended to damage, interfere with, surreptitiously intercept or expropriate any system, data, or personal information.
13. Affiliate may not use software or technology that attempts to intercept, divert or redirect Internet traffic to or from any other website, or that potentially enables the diversion of affiliate payments from another website, including toolbars, browser plug-ins, extensions, and add-ons.
14. Affiliate may not impersonate EGS Solutions LLC, DBA Amplify DPC or EGS Solutions LLC, DBA Amplify DPC employees, or otherwise imply that Affiliate has the authority to bind or represent EGS Solutions LLC, DBA Amplify DPC.
15. Affiliate will only use their Affiliate Link without manipulation.
16. Affiliate will not share their Affiliate Link with any other affiliate.
17. Affiliate may not incite, advocate, or express hatred, ethnic slurs, bigotry, racism, or gratuitous violence.
18. Affiliate may not disseminate pornography, vulgarity, profanity, obscenity, or use other offensive language or content, nor depict nudity or sexually explicit content.

19. Affiliate may not promote excessive or irresponsible consumption of alcohol beverages or promote any illegal or abusive drug use.
20. Affiliate may not misrepresent the source of anything in their posted content, including by impersonating another individual or entity.
21. Affiliate may not use content that contains advertising for Affiliate or third parties (including, without limitation, money making schemes, discount cards, credit counseling, online surveys).
22. Affiliates may run paid advertising campaigns hereunder as long as you comply with Laws/Terms.
23. Affiliate may not engage in any unlawful or deceptive actions with respect to search engine optimization.
24. Affiliate shall not offer monetary incentives, such as rewards points, cash, or prizes to Prospects in return for their response to an advertisement.
25. Affiliate shall not run any contests or offer any prizes to Prospects or Customers without the prior written approval of EGS Solutions LLC, DBA Amplify DPC, and all such contests and prizes must be administered in compliance with all laws and regulations that govern government contests and sweepstakes.
26. Affiliate may not “self-refer,” meaning that only transactions by other persons using your Affiliate Link will result in Commissions.
27. Affiliate may not engage in deceptive, manipulative or fraudulent behaviors (whether done independently, in coordination with a Prospect, or another affiliate) or otherwise engage in conduct that, in EGS Solutions LLC, DBA Amplify DPC’s sole discretion, is abusive of or outside the spirit of the Program in order to acquire additional Commissions.
28. Affiliate will not in any way copy, resemble, or mirror the look and feel of EGS Solutions LLC, DBA Amplify DPC’s Website nor use any means to create the impression that your content is EGS Solutions LLC, DBA Amplify DPC’s, including by framing EGS Solutions LLC, DBA Amplify DPC’s website in any manner.
29. Affiliate may not engage in cookie stuffing or include pop-ups or false or misleading links.

30. Affiliate will not attempt to mask the referring URL information (i.e., the page from where the click is originating).
31. Affiliate will not send unsolicited bulk-emails, text spam, form spam, social media spam or any other form of communication to which Prospects or others have not consented.
32. Affiliate agrees to comply with all laws and regulations applicable to the sending of any email communications, including the CAN-SPAM Acts, privacy laws, and data security standards consistent with the industry, and shall indemnify EGS Solutions LLC, DBA Amplify DPC for any claims resulting from failure to do so. E-mails must be sent on Affiliate's behalf and must not state or imply that they are being sent on behalf of EGS Solutions LLC, DBA Amplify DPC. Affiliate shall be the "designated sender" of any emails Affiliate sends that include EGS Solutions LLC, DBA Amplify DPC links, scrub the prospective list of recipients against applicable do-not-email lists, include a functioning opt-out mechanism in all such emails, and honor all opt-outs.
33. Affiliate agrees to comply with all laws and regulations applicable to the sending of any text communications, including the TCPA and related state laws, privacy laws, and data security standards consistent with the industry, and shall indemnify EGS Solutions LLC, DBA Amplify DPC for any claims resulting from failure to do so. Texts must be sent on Affiliate's behalf and must not state or imply that they are being sent on behalf of EGS Solutions LLC, DBA Amplify DPC. Affiliate must not text any third party without prior written consent, and you must honor all opt-outs.
34. Affiliate agrees to comply with all privacy laws and regulations when collecting Personal Information of Prospects and Customers. Affiliate agrees to comply with EGS Solutions LLC, DBA Amplify DPC's Privacy Policy in its treatment of Personal Information, and Affiliate agrees to implement and post its own Privacy Policy.
35. Affiliate agrees to comply with export and sanctions laws and regulations when engaging Prospects and Customers, and Affiliate shall not attempt to enable any Sales to Sanctioned Parties or people in Sanctioned Countries without EGS Solutions LLC, DBA Amplify DPC's prior written approval.
36. Affiliate will not create advertisements that appear on (a) sites and apps that contain or reference categories adult content, pornography, weapons, graphic violence (including any violent video game images), alcohol, drugs, tragedy, transportation accidents, sensitive social issues, gambling, or content that is offensive, profane, hateful, threatening, harmful, defamatory, libelous, harassing, or discriminatory (whether based

on race, ethnicity, creed, religion, gender, sexual orientation, physical disability, or otherwise), or solicitous of any unlawful or offensive behavior; or (b) ads that appear on fake news content.

37. Affiliate will not use any images, text, or other content provided to you by EGS Solutions LLC, DBA Amplify DPC except as authorized by EGS Solutions LLC, DBA Amplify DPC in advance in writing and may not modify the graphic image or text in any way. All of our rights in the images and text, any other images, our trade names and trademarks, and all other intellectual property rights are reserved.
38. Affiliate will not offer discounts, coupons, free trials, promo codes, or any other promotional offer that is not expressly authorized by EGS Solutions LLC, DBA Amplify DPC in writing. EGS Solutions LLC, DBA Amplify DPC may, on a case-by-case basis, offer you access to discounts, coupons, free trials, promo codes, or other promotional offer, and you agree to comply with all terms and limitations that EGS Solutions LLC, DBA Amplify DPC establishes in connection with such promotional offers as well as all Laws/Terms.
39. Unless otherwise agreed upon in writing by EGS Solutions LLC, DBA Amplify DPC, Affiliate may not promote through a sub-affiliate network.
40. Affiliate may not provide or create links to external sites that violate this Code of Conduct.
41. The maintenance and the updating of your content, accounts, and sites will be your responsibility, but we may monitor the foregoing and you agree to honor any of our requested changes provided they relate to the Program.

## **EXHIBIT B**

### **EGS Solutions LLC, DBA Amplify DPC Disclosure Requirements**

Affiliate represents, warrants and agrees to comply with the following guidelines for all content created on EGS Solutions LLC, DBA Amplify DPC's behalf:

#### **I. Disclosure Requirements**

Affiliate must make their material connections to EGS Solutions LLC, DBA Amplify DPC (and/or its brands, products, services, as applicable) known to viewers of their content in a manner that is consistent with the Agreement, the requirements set forth in these EGS Solutions LLC, DBA Amplify DPC Disclosure Requirements and all applicable law and industry guidance,

including, without limitation, the Federal Trade Commission's (FTC) Guides Concerning the Use of Endorsements and Testimonials in Advertising and the FTC's business guidance, "Endorsement Guides: What People are Asking."

Material connections may include, without limitation, monetary compensation, free product, gift cards, discounts, personal or professional relationships, access to events or experiences, and more. For clarity, Affiliate's material connections must be disclosed even when simply tagging EGS Solutions LLC, DBA Amplify DPC or its brands, or simply posting a picture or a video of Affiliate enjoying using one of EGS Solutions LLC, DBA Amplify DPC's products or services.

## **II. Disclosures Must Be Made "Clearly and Conspicuously"**

### A. "Clearly"

Disclosures (1) must be easy to understand by an ordinary viewer of Affiliate's content (including by members of groups to which it is targeted), (2) must accurately describe Affiliate's material connections and (3) must not be contradicted by or inconsistent with anything else in Affiliate's content.

Unless otherwise agreed in advance in writing by EGS Solutions LLC, DBA Amplify DPC, these are the options for material connection disclosures:

- For **disclosure** of a material connection, Affiliate may use #ad, provided that it is otherwise clear that EGS Solutions LLC, DBA Amplify DPC is the sponsor of the post.
- As applicable, the following are also permissible:
  - "Sponsored by Amplify DPC"
  - Natural language making the connection easily understandable. For example:
    - "I am a paid affiliate marketer for Amplify DPC"
    - "Paid post for Amplify DPC"
    - "I was paid by Amplify DPC to...."
- If Affiliate is receiving commissions in connection with an affiliate link:
  - If Affiliate's post clearly and conspicuously identifies EGS Solutions LLC, DBA Amplify DPC as the sponsor, includes #ad and viewers can see #ad and Affiliate's affiliate link at the same time, no additional disclosures are needed.
  - If #ad and the affiliate link are not viewable at the same time, Affiliate must include one of the following disclosures when posting Affiliate's affiliate link:
    - "This is an affiliate link and I get commissions for purchases made through links in this post)"

- “I am a Amplify DPC affiliate, which means I get a commission when purchases are made through this link: URL]”

The following material connection disclosures **DO NOT** work alone and thus **MAY NOT BE USED AS STANDALONE DISCLOSURES:**

- For disclosure of material connection:
  - #AmplifyDPC
  - Abbreviations that would not be understood by consumers (e.g., #spon, #pd, #sp, #collab, etc.)
  - Only using #partner, #ambassador, #consultant, #adviser, #affiliate, #teamAmplifyDPC, etc.
  - Only using “thank you”, “thanks,” “gift” or “gifted” (without explanation if Affiliate is referring to receiving something of value)
  - Only using #endorsement
  - Only using a platform’s branded content tool without further disclosure
  - Only tagging or @mentioning the Amplify DPC
  - Only using a campaign hashtag

Disclosures must be made regardless of space limitations and appear in each applicable post/piece of content.

If an endorsement is made through visual means, the disclosure should be made at least visually. If the endorsement is made audibly, the disclosure should be made at least audibly. And if the endorsement is made through both visual and audible means, the disclosure should be made both visually and audibly. For clarity, depending on the creative and the post format, multiple types of disclosures may be prudent.

Some factors to consider when assessing the conspicuousness of a visual disclosure include: the font, color and size of the disclosure, how well it contrasts against the frame (it might make sense to have a solid background behind the disclosure), how much time followers have to look at the frame and the impact of competing text or other visual elements. Some factors to consider when assessing the conspicuousness an audible disclosure include: the speed, volume and cadence of the disclosure, how close in time the disclosure is to the mention of the EGS Solutions LLC, DBA Amplify DPC (or its products or services), the impact of competing background music and other sounds, and whether repetition may be needed due to livestreaming, post length or other factors.

### III. Disclosure Requirements Based on Posting Format

- For in-feed posts (like X (f/k/a Twitter), Facebook and Instagram grid posts):
  - Disclosures **must appear in the first two lines of text.**
  - Disclosures should not be buried (e.g., disclosures should not be only in a bio or below the fold (or otherwise requiring consumers to scroll down); under a hyperlink, like a “More,” “Legal” or “Disclosure” button; or in the middle or at the end of a series of hashtags, other disclosures, or general copy).
- For video, live stream, stories, etc.:
  - Video: In video posts: (1) place the disclosure within the video itself and in the description of the video; and (2) display the disclosure in the video long enough for a viewer to be able to read and understand it.
    - Disclosures must appear at the beginning of the video (within the video) as well as in the video description.
    - It is NOT sufficient to make a disclosure only on an end card.
  - Stories, Snaps, TikToks, etc.: Superimpose the disclosure over the images or video in a way that is: (1) easy to notice, read and comprehend in the time that viewers have to look; and (2) well-contrasted against the background and positioned with consideration for where the viewer’s attention is drawn.
  - Live Stream: Repeat disclosures throughout the stream as needed to ensure that consumers hear them if they join at different times.

Platform-specific transparency tools, such as the “Branded Content” tools on Instagram, should be used in addition to the above disclosure options on social media, but may not be used as a substitute.

In the event Affiliate is posting on one social media platform and the post may be syndicated to another social media platform, disclosures must travel with the post, and appear unavoidably (e.g., pre-click) on all platforms.

### IV. Modifications

Affiliate hereby agrees that EGS Solutions LLC, DBA Amplify DPC shall have the right to make modifications to the **EGS Solutions LLC, DBA Amplify DPC Disclosure Requirements** and any of the policies or guidance included therein, and Affiliate shall comply with any such modifications, so long as such modifications are provided to Affiliate.