

C&O Marketing & Consulting Inc

Partner Relationship & Operating Agreement

Welcome to the C&O Partner Program!

C&O Marketing & Consulting Inc (C&O) is the distributor. Approved Partners independently sell to and serve their own customers.

The relationship is: C&O → Partner → Customer

1. C&O's Role

C&O will:

- Provide access to products, Partner pricing, research and marketing resources, and available manufacturer documentation through the private Partner Portal.
- Receive and process order requests, invoice the Partner, arrange fulfillment after payment, and provide available tracking information.
- Provide reasonable support regarding orders, product availability, Partner accounts, and Portal resources.

NOTE: Certificates of Analysis (COAs) and other product testing documentation are maintained by the manufacturer when available. C&O may direct Partners to that documentation but does not issue, prepare, or certify COAs.

2. The Partner's Role

The Partner will:

- Operate its own independent retail or resale business and maintain its own customer relationships.
- Set its own retail pricing, invoice and collect payment from its customers, and provide its own customer service.
- Market products in accordance with applicable federal, state, and local requirements and the C&O Marketing Do's & Don'ts Guide.
- Maintain the business records, licenses, tax registrations, and other requirements applicable to its business.
- Receive products ordered from C&O and distribute or deliver them to its customers, including communicating appropriate shipping and tracking information.

3. Product Knowledge, Research & Customer Questions

Partners are responsible for becoming knowledgeable about the products they offer and for evaluating the information they use. Available C&O, manufacturer, and public research resources may be used for education and research consistent with applicable requirements and the C&O Marketing Do's & Don'ts Guide.

Partners must not provide vial dosing instructions or recommend a vial dosing regimen. Research-use information concerning reconstitution, handling, storage, or dosing may be independently researched from publicly available sources. Peptide strips and nasal sprays are pre-dosed through their delivery system and should be described only according to manufacturer-provided product information.

Questions requiring medical advice, diagnosis, treatment recommendations, prescribing advice, or other professional guidance must be referred to an appropriately licensed medical professional.

4. Pricing, Ordering & Payment

- Partners are free to set their own retail pricing and determine the prices they charge their customers.
- Partners submit order requests through the Partner Portal according to the current Payment & Order Procedures. C&O accepts payment by Zelle or ACH with no additional processing fee. Credit card payments are accepted with an additional 3% processing fee.
- All sales of research-use-only products are final. Partners are responsible for confirming product selection, quantity, pricing, and order information before submitting an order.

5. Independent Businesses

Participation in the C&O Partner Program does not create an employment, agency, franchise, joint venture, or other relationship authorizing either party to make commitments or enter into agreements on behalf of the other. Each party remains responsible for its own business operations and compliance with applicable federal, state, and local requirements.

6. Confidentiality & Nondisclosure

Partners may receive non-public business information through the Partner Program. Confidential information includes Partner-specific pricing and discount levels; C&O cost or purchasing information; non-public supplier or manufacturer information; internal administrative, ordering, fulfillment, security, business-plan, strategy, contact, and commercial information; information concerning other Partners; and other information identified as confidential.

Partners may use confidential information only for appropriate Partner Program purposes and must protect it from unauthorized disclosure. Educational and research resources intended for Partner or customer education, publicly available information, are not confidential merely because they are available through the Partner Portal.

Confidentiality does not apply to information lawfully known or obtained without restriction, independently developed without C&O confidential information, made public without violation of this agreement, or required to be disclosed by law or lawful order. These obligations continue after participation ends for information that remains confidential.

7. Partner Program Standards & Continued Participation

Partners agree to follow this agreement, the C&O Marketing Do's & Don'ts Guide, the Payment & Order Procedures, and other applicable Partner Program requirements communicated by C&O. Material changes affecting Partner responsibilities will be communicated to Partners.

Either party may end the business relationship. C&O may suspend or deactivate Partner Program access for material violations, misuse of confidential information or the Partner Portal, or conduct creating material legal, regulatory, financial, or reputational risk.

8. Partner Acceptance

By accepting this agreement and participating in the C&O Partner Program, the Partner confirms that it has read, understands, and agrees to this Partner Relationship & Operating Agreement.

Partner/Business Name: _____
Authorized Representative: _____
Email: _____
Signature: _____
Date: _____