



LEADPAGES AFFILIATE PROGRAM TERMS & CONDITIONS

These terms and conditions (the "Agreement"), together with any applicable schedules, policies, and guidelines as incorporated by reference in this Agreement (collectively, the "Policies"), and any applicable Insertion Orders ("IO") shall govern your participation as a member (the "Affiliate", "you", or "your") of the Leadpages Affiliate Program (the "Program"). The Affiliate covenants and agrees to be bound by the Agreement and any applicable Policies, as amended by Leadpages (US) Inc. dba Leadpages ("Leadpages") from time to time. In the event that there is a discrepancy or conflict between the terms and conditions of this Agreement, the Policies, and the terms and conditions of an IO, the parties agree that the terms and conditions of the IO shall prevail.

PLEASE READ THIS AGREEMENT CAREFULLY. THIS AGREEMENT CONTAINS A MANDATORY INDIVIDUAL ARBITRATION AND CLASS ACTION/JURY TRIAL WAIVER PROVISION THAT REQUIRES THE USE OF ARBITRATION ON AN INDIVIDUAL BASIS TO RESOLVE DISPUTES, RATHER THAN JURY TRIALS OR CLASS ACTIONS. BY PARTICIPATING IN AND ACCESSING THE PROGRAM, YOU HEREBY AGREE TO COMPLY WITH AND BE LEGALLY BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT.

1. DEFINITIONS

- 1.1 "Affiliate Offering Page(s)" means a website and/or landing page created and/or supplied by the Affiliate where the Offer(s) may be made available for display and promotion. The Affiliate acknowledges and agrees that all Affiliate Offering Page(s) may require prior approval by Leadpages.
- 1.2 "Leadpages Materials" means the logos, trademarks and trade names, and any applicable advertising materials and advertising content for marketing and promotional purposes in connection with the Offer(s).
- 1.3 "Offer(s)" means any digital content, software application, or software-as-a-service (SaaS) product that is owned and/or supplied by Leadpages.
- 1.4 "Program Site" means a website or platform operated by Leadpages and situated at www.leadpages.net, www.leadpages.com, and/or any other domains owned and operated by Leadpages used in conjunction with the Program.
- 1.5 "Policies" means the marketing, distribution, and promotional guidelines and requirements, as amended or replaced, from time to time, and published in this Agreement or on the Program Site.
- 1.6 "Sub-Affiliate" means an independent third party contracted by the Affiliate to market and promote the Offer(s).
- 1.7 "User" means a consumer or end user using or purchasing the Offer(s).

2. THE PROGRAM

- 2.1 You must submit a Program application in order to participate in the Program. You must provide accurate and complete information in the Program application, including without limitation, a valid, fully functional, and monitored email address. Leadpages will review the Program application and will notify you of your acceptance or rejection to the Program. Under no circumstance shall Leadpages be obligated to accept or review any Program application. Leadpages may accept or reject any Program application in its sole discretion and for any reason.
- 2.2 The Affiliate will be permitted to participate in the Program, subject to Program application approval and compliance with the terms and conditions of this Agreement, the Policies, and any applicable IO. Upon Program application approval, the Affiliate will be issued a unique username and password to access its Program account, neither of which may be used by any person other than the Affiliate. The Affiliate is responsible for maintaining the secrecy and security of its Program login credentials. Affiliate shall immediately notify Leadpages of any breach of security or unauthorized use of the Affiliate's Program account. Leadpages shall not be liable for any damage or losses caused by any unauthorized use of the Affiliate's Program account.
- 2.3 If you are submitting a Program application on behalf of a company, corporation, or other legal entity, you represent and warrant that you have the authorization and capacity to bind such company, corporation, or legal entity to the terms and conditions of this Agreement.
- 2.4 Upon Program application approval by Leadpages, you will receive a unique Affiliate ID number and Affiliate URL which you will use to market and promote the Offer(s). You are responsible for ensuring that all Affiliate information and details are accurate and complete when participating in the Program. When a User clicks through the Affiliate URL, a cookie (or similar tracking technology) will be set in the User's Internet browser with your Affiliate ID. The User's IP address may also be logged with your Affiliate ID. During a User's visit to the Program Site, any transaction related to the Offers(s) (whether a purchase or refund) will be tracked and recorded based on the existence of the Leadpages cookie. Leadpages may collect, use and share any information or data generated through the Offer(s) and/or Program Site for business purposes. In order to receive proper credit for valid sales, a User must purchase the Offer(s) through your unique Affiliate URL.
- 2.5 The Affiliate may engage Sub-Affiliates to promote the Offer(s) in accordance with the Program, provided that: (i) the Affiliate receives prior written approval and authorization from Leadpages; (ii) a verifiable name, address and telephone number for each Sub-Affiliate is delivered to Leadpages immediately upon reasonable request; (iii) the proposed Sub-Affiliate agrees, in form satisfactory to Leadpages, to abide by terms and conditions similar to and no less restrictive than the terms and conditions contained in this Agreement and the Policies; (iv) at no time will the Affiliate engage a Sub-Affiliate who, in the opinion of Leadpages, acting reasonably, is likely to bring the reputation or standing of Leadpages into disrepute or is otherwise unsuitable; and (v) the Affiliate acknowledges and agrees that any breach by a Sub-Affiliate of any term or condition of this Agreement, the Policies, and/or the IO shall be deemed a breach of this Agreement by the Affiliate, and any acts or omissions of the Sub-Affiliate shall be deemed an act or omission of the Affiliate.

3. LICENSE

- 3.1 During the term of this Agreement, Leadpages grants the Affiliate a limited, revocable, non-exclusive, non-assignable, non-transferable license to (i) use, display, promote, and distribute the Leadpages Materials and Offer(s) that are made available from the Program Site and to publish the same on the Affiliate Offering Page(s), and in electronic mail correspondence sent by the Affiliate linking to the Program Site which must be done in accordance with this Agreement, the Policies, as amended from time to time, and any terms and conditions defined in the applicable IO; and (ii) use and display the Leadpages Materials for marketing and promotional purposes in connection with the Offer(s), and subject to compliance with applicable written instructions and the Policies.
- 3.2 Affiliate covenants and agrees that (i) it will not attempt in any way, either directly or indirectly, to alter, modify, or create derivative works of any Leadpages Materials provided by or obtained from Leadpages, unless otherwise authorized and permitted in writing; (ii) it will not attempt in any way, either directly or indirectly, to alter, modify, disassemble, decompile, eliminate, reverse engineer, conceal or otherwise render inoperable or ineffective any tags, source codes, links, pixels, modules, website, the Program Site, the Leadpages Materials, or other data provided by or obtained from Leadpages; (iii) it will, at all times, comply with the terms of this Agreement and any Policies that are communicated in advance to the Affiliate, which may be amended and replaced from time to time by Leadpages in its sole discretion; (iv) any and all Affiliate Offering Page(s) will contain a privacy policy which provides, at a minimum, adequate notice, disclosure and choices to Users regarding Affiliate's use, collection, disclosure and security of personal information; and (v) all consumer data and personal information collected pursuant to this Agreement shall only be used for legal purposes.
- 3.3 Leadpages retains the exclusive right, title and interest to the Leadpages Materials provided to Affiliate, and Affiliate has no rights therein save the limited right to use the Leadpages Materials pursuant to the terms hereof. All rights which are not expressly granted herein are reserved by Leadpages and the Affiliate may not make any use of the Program, the Program Site, the Offer(s), or Leadpages Materials, in whole or in part in any manner not expressly permitted by this Agreement or any applicable IO.
- 3.4 Except as otherwise provided in this Agreement or the applicable IO, the timing, positioning, and display of the Leadpages Materials with regards to any Offer(s) shall be at the sole discretion of the Affiliate. Nothing herein shall obligate Affiliate to accept or promote any Offer(s).

4. PAYMENT

- 4.1 Unless otherwise stated in the applicable IO, Leadpages shall remit payment to Affiliate on or before forty-five (45) days following the calendar month in which the valid actions were generated and recorded by Leadpages. Applicable commissions will not be paid for any actions for which payment has not been received in full by Leadpages, or is otherwise rejected for any reason by Leadpages. Any pending commissions shall not bear interest. Any payments not collected from Users of the Offer(s) referred by the

Affiliate or Sub-Affiliate will be deemed as invalid and will not be included in the calculation of commissions.

- 4.2 The commission rates payable for valid actions generated by the Affiliate shall be as set forth in Schedule "A" attached hereto. All applicable commissions are calculated based on the Net Sales Amount. "Net Sales Amount" means the gross order amount, less any applicable refunds, chargebacks, reversals, sales tax, value added tax (VAT), and any applicable payment processing fees.
- 4.3 Commission rates may be changed at any time and in Leadpages' sole discretion. Any changes to commission rates can be viewed via the Affiliate's account in the Program. It is the responsibility of the Affiliate to determine if the payout for a referral link that is being utilized by the Affiliate has been changed or is discontinued.
- 4.4 All amounts and currency shall mean United States dollars (\$USD) unless otherwise indicated.
- 4.5 Each party shall be solely liable for any tax, charge or levy imposed on such party in respect of its receipt/remittance of any sum due and payable under this Agreement by any relevant authority and all amounts due and payable by Leadpages to the Affiliate are inclusive of any VAT, tax, charge or levy which may be imposed on such payment and Leadpages shall be under no obligation to increase such payment in the event such tax becomes applicable. The Affiliate shall be solely responsible for taking any action necessary to recover any amounts under the applicable tax code(s) and applicable laws.
- 4.6 Each party shall be responsible for any and all fees, charges, costs, and expenses incurred as a result of its receipt/remittance of any payments under this Agreement.
- 4.7 No payment will be issued to the Affiliate for (i) invalid, duplicate, rejected, or fraudulent actions; or (ii) any current or accrued earnings that are less than \$50 (the "Minimum Payment Threshold") for the applicable payment period. All accrued and unpaid earnings for valid actions that are below the Minimum Payment Threshold will carry forward to future payment period(s) until the Minimum Payment Threshold has been reached. All carry forward amounts will be itemized and applied to the corresponding month's report or invoice. Any carry forward amounts shall not bear interest. Affiliate shall be entitled to payment for all valid current or accrued earnings following any termination of their account, regardless of whether or not the Minimum Payment Threshold has been reached. Affiliate further acknowledges and agrees that it will forfeit any payments following three (3) good faith attempts by Leadpages to remit payment to the Affiliate where all such reasonable attempts have failed.
- 4.8 All legal or other fees incurred by Leadpages as a result of: (i) collecting returned checks; (ii) declined credit cards; (iii) incurring any credit card chargebacks; (iv) invalid actions or Offer(s) chargebacks; or (v) any other lack of payment related to the Offer(s) referred by the Affiliate or Sub-Affiliate (where applicable commissions have been paid to the Affiliate) will be payable by the Affiliate. Leadpages reserves the right to withhold any amounts resulting from any of the foregoing fees from any future amounts payable to the Affiliate. In the event that the payments to the Affiliate under this Agreement are

insufficient to cover any of the foregoing fees, the Affiliate agrees to pay the full amount of such fees to Leadpages upon receipt of the applicable invoice.

5. REPORTING

- 5.1 All reporting shall be based solely on the amount of completed and valid actions counted and recorded by Leadpages. Leadpages reserves the right to chargeback fraudulent, invalid, or duplicate actions. Fraudulent actions are defined as any action that is: (i) generated by means of any device, automated program, or robot without the User's knowledge or consent; (ii) generated using stolen, invalid, or fraudulent credit cards; or (iii) manually created in bad faith by the Affiliate with the direct intent to artificially inflate commissions payable to the Affiliate.
- 5.2 In certain circumstances, Leadpages will engage third party tracking providers. The Affiliate will be required to create an account and agree to the applicable terms and conditions with the applicable third party tracking provider in order to view and receive data and commission reports associated with the Affiliate's promotion of the Offer(s). These third party tracking providers have separate terms and conditions and Leadpages has no responsibility or liability relating to them. Leadpages does not endorse, nor shall Leadpages be responsible for the accuracy of the privacy policy and/or terms and conditions of the third party tracking providers. The third party tracking providers are independent third parties and are not affiliated with Leadpages.

6. TERM AND TERMINATION

The term of this Agreement shall commence on the date that the Program application is approved by Leadpages and shall continue until terminated by either party. Each party reserves the right to cancel this Agreement at any time by providing the other party with twenty-four (24) business hours written notice. Notwithstanding the foregoing, Leadpages reserves the right to immediately cancel or suspend this Agreement and any applicable IO on written notice in the event that the Affiliate has violated any term or condition of this Agreement, the Policies, or the applicable IO. Affiliate acknowledges and agrees that any violation of the terms and conditions defined in this Agreement, the Policies, or the IO shall result in the forfeiture of any and all accrued amounts payable to the Affiliate.

7. CONFIDENTIALITY

Any confidential information and/or proprietary data provided by one party ("Discloser") to the other party ("Recipient"), including certain information relating to the Discloser's business or customers, affiliates, subsidiaries, agents, or employees; business and marketing plans, processes, strategies and methods or any information that, based on the circumstances under which it was disclosed, a reasonable person would treat as confidential shall be deemed "Confidential Information" of the Discloser. Confidential Information shall not, without first obtaining the Discloser's written consent, be released by the Recipient to anyone except an employee or agent, or financial or legal advisor that has a need to know and that is bound by confidentiality obligations at least as strict as those contained herein, but in no event less than a reasonable confidentiality standard. Recipient shall not use any portion of Confidential Information provided by the Discloser for any purpose other than those provided for under the Agreement. The undertakings and obligations of each party under this Section 7 shall not apply, however, to any information which it can establish to have: (i) become publicly known through no action on the Recipient's

part; (ii) been known by the Recipient prior to receipt; (iii) been independently developed by the Recipient; (iv) been approved for public release by the other's written authorization; or (v) been required to be disclosed by law, or to a competent court, government or regulatory body having the right to same, provided that the Discloser is notified immediately of such required disclosure and given the opportunity to seek a protective order. Following the termination of this Agreement, or otherwise on demand by the Discloser, the Recipient agrees that it will promptly return the Confidential Information to the Discloser, including all copies thereof or, if requested to do so by the Discloser, will certify the destruction of the Confidential Information. The provisions of this Confidentiality section shall survive the expiration or termination of the Agreement for a period of three (3) years.

8. DATA PROTECTION

- 8.1 In this Section 8, the following definitions shall apply: (i) "Controller" means an entity that determines the purposes and means of the processing of Personal Data; (ii) "Personal Data" means any information that relates to an identified or identifiable individual (and such term shall include, where required by Applicable Data Protection Law, unique browser or device identifiers); (iii) "Applicable Data Protection Laws" means any and all applicable federal, national, state, provincial, or other privacy and data protection laws (including, where applicable, EU Data Protection Law) as may be amended or superseded from time to time; (iv) "EU Data Protection Law" means (1) the EU General Data Protection Regulation (Regulation 2016/679); (2) the EU e-Privacy Directive (Directive 2002/58/EC); and (3) any national data protection laws made under or pursuant to (1) or (2); (v) "Processor" means an entity that processes Personal Data on behalf of the Controller; and (vi) "Sensitive Personal Data" means any information consisting of racial or ethnic origin, political opinions, religious or philosophical beliefs, or trade union membership, genetic data, biometric data, data concerning health or data concerning a natural person's sex life or sexual orientation.
- 8.2 The parties acknowledge that some or all of the data that it may collect under this Agreement may qualify as, or include, Personal Data and that Applicable Data Protection Laws may apply to the processing of the collected data. Where this is the case, each party shall comply with such Applicable Data Protection Laws with respect to its processing of any data that it may collect under this Agreement. Under no circumstances shall either party collect or transmit any Sensitive Personal Data.
- 8.3 To the extent that any data collected by a party under this Agreement qualifies as, or contains, Personal Data under Applicable Data Protection Laws, each party shall process the collected data it collects as a Controller. Each party shall be individually responsible for its own compliance with Applicable Data Protection Laws, including for providing any transparency and obtaining any consents for the processing of collected data that may be required under Applicable Data Protection Laws.
- 8.4 Each party agrees that it shall process any data that it collects only for the purposes permitted by this Agreement and Applicable Data Protection Law. Each party shall implement appropriate technical and organizational measures to protect any collected data from (i) accidental or unlawful destruction and (ii) loss, alteration, unauthorized disclosure of, or access to the collected data.

8.5 Where EU Data Protection Law applies, neither party shall process its collected data (nor permit its collected data to be processed) in a territory outside of the European Economic Area ("EEA") unless it has taken such measures as are necessary to ensure the transfer is in compliance with EU Data Protection Law. Such measures may include (without limitation) transferring its collected data to a recipient in a country that the European Commission has decided provides adequate protection for Personal Data, to a recipient that has achieved binding corporate rules authorization in accordance with EU Data Protection Law, to a recipient in the United States that has certified compliance with the EU-US Privacy Shield framework, or to a recipient that has executed standard contractual clauses adopted or approved by the European Commission.

9. REPRESENTATIONS/WARRANTIES

9.1 Each party represents and warrants to the other party that: (a) it has the full corporate right, power and authority to enter into the Agreement, to grant the licenses granted hereunder and to perform the acts required of it hereunder; (b) the execution of the Agreement by it and the performance of its obligations and duties hereunder, do not and will not violate any agreement to which it is a party or by which it is otherwise bound; (c) it will not violate any applicable laws, rules, or regulations; and (d) when executed and delivered, the Agreement will constitute the legal, valid and binding obligation of each party, enforceable against each party in accordance with its terms.

9.2 The Affiliate further represents and warrants that (1) the Affiliate Offering Page(s) do not and will not (i) violate or encourage the violation of any third party copyright, trade-mark, trade secret or other intellectual property right, or any applicable law, rules or regulations; (ii) target children under the age of thirteen (13) and/or offers products or services that are illegal for minors to buy, possess or participate in; (iii) contain viruses, Trojan horses, browser hijackers, worm scrapers, time bombs, cancel bots, and any other computer programming routines or engines that are intended to damage, detrimentally interfere with, modify, impede, surreptitiously intercept, or expropriate any computer system data or information; (iv) conduct any fraudulent or otherwise illegal activity, or harass the User; (v) contain any content which is defamatory, libelous, abusive, obscene, pornographic, misleading, deceptive, fraudulent or otherwise inappropriate; (v) otherwise violate any applicable law, rules or regulation; or (vi) otherwise violate any Policies or instructions communicated to the Affiliate regarding the marketing and promotion of the Offer(s); (2) it is not subject to nor owned or controlled by any person that is subject to sanctions or export control restrictions imposed pursuant to U.S. law or the laws of any other jurisdiction applicable to the performance of this Agreement; (3) it will not take any action that could result in economic sanctions or other trade control restrictions or penalties being imposed on Leadpages; and (4) it will comply with the Policies.

9.3 TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, EXCEPT AS EXPRESSLY SET OUT IN THIS AGREEMENT, THE PARTIES DISCLAIM ALL WARRANTIES, CONDITIONS, REPRESENTATIONS, INDEMNITIES AND GUARANTEES WITH RESPECT TO ANY MATTER HEREUNDER, INCLUDING WITHOUT LIMITATION, PLACEMENT OF ADVERTISING AND ANY OTHER SERVICES PROVIDED, WHETHER EXPRESS OR IMPLIED (INCLUDING WITHOUT LIMITATION ANY WARRANTY OF SATISFACTORY QUALITY, MERCHANTABILITY,

FITNESS FOR PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT AND ANY PROMISE OF ANY LEVEL OF SUCCESS WITH RESPECT TO ANY OFFER(S) OR INSERTION ORDER, IN PART OR WHOLE). THE PROGRAM AND THE PROGRAM SITE ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. LEADPAGES DOES NOT REPRESENT OR WARRANT THAT THE PROGRAM AND PROGRAM SITE WILL ALWAYS BE ACCESSIBLE, UNINTERRUPTED, TIMELY, SECURE, ACCURATE, COMPLETE AND ERROR FREE OR WILL OPERATE WITHOUT PACKET LOSS, NOR DOES LEADPAGES WARRANT ANY CONNECTION TO OR TRANSMISSION FROM THE INTERNET TO OR FROM ANY NETWORK OR QUALITY OF ANY COMMUNICATION MADE USING THE PROGRAM.

10. INDEMNIFICATION

Subject to the limitations expressed in this Agreement, each party shall indemnify, defend and hold harmless the other party and any officer, director, employee, parent company, subsidiary or affiliated company from and against any and all third party claims, actions, proceedings, suits, losses, costs, expenses, liabilities or damages, including, without limitation, reasonable fees and disbursements of counsel whether or not suit is brought (collectively, the "Claims") suffered or incurred by or arising from any breach by the indemnifying party of any of its representations, warranties and covenants under this Agreement or in the IO. Each party's obligation to indemnify the other Party is subject to: (i) the indemnified party giving prompt written notice to the indemnifying party in the event that it becomes aware of a Claim or the possibility of a Claim requiring indemnification; (ii) the indemnified party giving full cooperation with the indemnifying party, at the indemnifying party's expense, in responding to, defending or settling any such Claim; (iii) the indemnifying party keeping the indemnified party fully informed of the actions and positions taken by the claimant and taken or proposed to be taken by the indemnifying party, including the decision to defend or not defend the claim or complaint; (iv) the indemnified party giving the indemnifying party sole control of the defense of the Claim and that all costs and expenses incurred by the indemnifying party in investigating, resisting, litigating and settling the Claim, including the payment of any award of damages and/or costs to any third party, will be paid by indemnifying party provided that no settlement shall be entered into by the indemnifying party that imposes any legal or financial obligation on the indemnified party without the indemnified party's prior written consent; and (v) the indemnified party not admitting any liability or entering into any settlement regarding the Claim on behalf of the indemnifying party. Notwithstanding the foregoing, the Parties further agree that the indemnified party may elect to participate, at its sole cost and expense, as a party in any litigation involving the Claim to the extent that the court may permit.

11. LIMITATION OF LIABILITY

EXCEPT FOR EACH PARTY'S INDEMNIFICATION OBLIGATIONS OR THE BREACH BY EITHER PARTY OF ITS CONFIDENTIALITY OBLIGATIONS, IN NO CIRCUMSTANCE SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY CONSEQUENTIAL, INDIRECT, SPECIAL, PUNITIVE OR INCIDENTAL DAMAGES OR LOST PROFITS (INCLUDING WITHOUT LIMITATION CLAIMS FOR LOSS OF GOODWILL, USE OF OR RELIANCE ON THE SERVICES PROVIDED HEREUNDER, INTERRUPTION OF BUSINESS OR IMPAIRMENT OF OTHER ASSETS) ARISING OUT OF BREACH OR FAILURE OF EXPRESS OR IMPLIED WARRANTY, BREACH OF CONTRACT, MISREPRESENTATION NEGLIGENCE, STRICT LIABILITY IN TORT OR OTHERWISE. THIS LIMITATION OF LIABILITY SHALL NOT APPLY WITH RESPECT TO THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF EITHER PARTY.

12. RELATIONSHIP OF PARTIES/THIRD PARTY RIGHTS

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 joint ventures or partners with each other, nor have the parties granted to each other any right or authority to assume or create any obligation of responsibility, express or implied, on behalf of or in the name of the other, or to bind the other in any manner whatsoever. This Agreement is not made for the benefit of any third party who is not a party hereto, and only the parties hereto or their respective successors and permitted assigns will acquire or have any benefit, right, remedy or claim under, or by reason of, this Agreement.

13. GENERAL

- 13.1 The Agreement, and all claims related to it or the performance by both parties under it, will be interpreted, construed and governed exclusively in all respects in accordance with the laws of the State of Minnesota, USA, excluding its conflict of law rules and the United Nations Convention on Contracts for the Sale of International Goods. The parties shall endeavor to settle any dispute arising out of or in connection with this Agreement, or in respect of any legal relationship associated with or derived from this Agreement, by direct negotiation between their managing directors or similar senior executives. In the event that such direct negotiation does not result in a resolution of the dispute, the parties irrevocably submit to the exclusive jurisdiction of the courts of Hennepin, Minnesota with respect to any and all legal action and proceedings and expressly and irrevocably waive any defense of personal and/or subject matter jurisdiction in those courts or any claim on the grounds of forum non conveniens.
- 13.2 Affiliate may not assign this Agreement without the express written consent of Leadpages. Leadpages may assign this Agreement, without Affiliate's consent, to its parent company or any of its affiliates or subsidiaries. The term "affiliate" as used herein shall mean an entity that is controlled by, controlling or under ultimate common control of Leadpages. This Agreement will inure to the benefit of and be binding upon the respective successors, heirs and assigns of both Leadpages and the Affiliate.
- 13.3 No term or condition of this Agreement will be deemed waived, and no breach excused, unless such waiver or consent excusing the breach is in writing and signed by Leadpages. The failure of Leadpages to enforce at any time any of the provisions of this Agreement, or the failure to require at any time performance by Affiliate of any of the provisions of this Agreement, shall in no way be construed to be a present or future waiver of such provisions, nor in any way affect the ability of Leadpages to enforce each and every such provision thereafter.
- 13.4 In the event that any term, covenant or condition of this Agreement is declared indefinite, invalid, illegal or unenforceable by a court having jurisdiction then this Agreement with respect to the remaining terms, covenants or conditions will continue in force.
- 13.5 Any notice or other communication permitted or required in the Agreement will be in writing and given by personal delivery via courier or transmitted by facsimile or electronic

mail to the receiving party at the address noted in the Program or the applicable IO. Any such notice will be deemed to have been received on the date on which it was transmitted by electronic mail, facsimile, or delivered.

- 13.6 From time to time, Leadpages may amend, supplement or replace this Agreement or the Policies in part or in whole, on notice to the Affiliate. Affiliate's continued use of the Program and Program Site following receipt of such Notice shall constitute Affiliate's acknowledgement and acceptance of the updated terms and conditions to the Agreement and/or Policies.
- 13.7 This Agreement constitutes the entire agreement between the parties with respect to the Offer(s) noted in the Agreement or the applicable IO and supersedes any previous or contemporaneous representations, negotiations, understandings, and agreements, oral or written.

SCHEDULE "A"
COMMISSION RATES

| Tier Level | Monthly New Customer Revenue (Net Sales Amount) | Commission Rate for New Customer Revenue & All Recurring Revenue |
|------------|---|--|
| Bronze | \$0 - 49 | 10% |
| Silver | \$50 - 2,999 | 40% |
| Gold | \$3,000+ | 50% |

Commissions Calculations Examples

Example 1:

During a calendar month, the Affiliate generates \$3,000 in Net Sales Amount revenue with \$1,000 coming from new customer accounts and \$2,000 coming from renewal revenue. The Affiliate would be eligible to earn 40% commission for the applicable calendar month because the revenue generated from new customer business (\$1,000) falls within the Silver Tier Level. The Affiliate is eligible for a total commission payout of \$1,200 (\$3,000 x 40%).

Example 2:

The Affiliate generates \$6,500 in Net Sales Amount revenue during a calendar month with \$3,100 coming from new customer accounts and \$3,400 coming from renewal revenue. The Affiliate would be eligible to earn 50% commission for the applicable calendar month because the revenue generated from new customer business (\$3,400) falls within the Gold Tier Level. The Affiliate is eligible for a total commission payout of \$3,250 (\$6,500 x 50%).

SCHEDULE "B"

POLICIES, GUIDELINES & REQUIREMENTS

1. Claims and Testimonials

1.1 If any claims or testimonials are being used and displayed on the Affiliate Offering Page(s) or any Sub-Affiliate pages or sites, Affiliate represents and warrants that it has a reasonable basis for all claims made within the content, and that Affiliate possess appropriate documentation to substantiate such claims and shall fulfill all commitments made on any applicable site page.

1.2 If celebrity photographs, claims and testimonials, are being used and displayed on the Affiliate Offering Page(s) or any Sub-Affiliate pages or site, Affiliate represents and warrants that it has documented authorizations in its possession to substantiate the use of such celebrity claims and testimonials displayed on any applicable page or site.

2. Traffic

Traffic generating sources to the Offer(s) cannot include and cannot be generated by the following:

- Fraudulent activity
- Incentives (unless otherwise approved in writing by Leadpages)
- Automated or fictitious methods
- Inappropriate Content (racial, ethnic, political, hate-mongering, profanity, etc)
- Adult-related sites (including spoofing, redirecting, trafficking from adult sites)
- Web sites that contain and/or promote the following:
 - Adware/Spyware
 - P2P clients/servers for file-sharing / Torrent
 - Software to circumvent copyright protection (DVD duplicators, unauthorized emulators, etc.)
 - Adult Content (Pornography, Nudity)
 - Gambling or casino related content
 - Violent or obscene media (including games)
 - Hacking, surveillance, interception or descrambling

- CD/DVD ripping/copying software that poses a significant risk regarding violation of the Digital Millennium Copyright Act (DMCA)
- Defamatory, libelous, threatening or other material that advocates against any individual or group
- Firearms, weaponry, ammunition, fireworks or explosives
- Illegal, illicit, or questionable drugs, and drug paraphernalia
- Fake, counterfeit, bootleg or stolen items
- Government IDs or police items (badges, uniforms, etc.)
- Hazardous substances
- Products or services from any of countries identified on the Office of Foreign Assets Control's list of sanctioned countries
- Tobacco
- Alcohol
- Prescription drugs

3. Link Cloaking

Masking or cloaking of the links (whether done by software or by a script and sometimes referred to as "affiliate link cloaking") may or may not work with the Program Site. Leadpages allows masking or cloaking of the Affiliate URL, subject to Leadpages' written approval and verification of the functionality of the masked or cloaked URL.

4. Privacy Policy

The Affiliate Offering Page(s) must clearly display, or link to, a privacy policy that provides, at a minimum, adequate notice, disclosure and choices to consumers regarding Affiliate's use, collection, disclosure and security of their personal information. All consumer data collected by the Affiliate pursuant to this Agreement shall only be used for legal purposes. The privacy policy must be available in English language.

5. Email Policy

Leadpages does not tolerate the sending of unsolicited commercial email ("UCE"), including any unsolicited commercial emails which promote, or make reference to Leadpages, or any of their associated companies or websites, vendors, or employees, the websites, products or services. Affiliate expressly agrees to comply with all laws, rules and regulations pertaining to the sending of UCE, including without limitation, the CAN-SPAM Act of 2003 and Canada's Anti-Spam Legislation (CASL).

6. Trademark and Keyword Policy

6.1 For the purposes of this Section 6, the term "Leadpages Trademarks" shall include without limitation, Leadpages, Leadbox, Leadboxes, Leaddigit, Leaddigits, Leadlink, Leadlinks, Lead Pages, or any phrase type, misspelling, variation or combination thereof.

6.2 Affiliates may not use the Leadpages Trademarks alongside with or in conjunction with the following terms: “percent (%) off”, “sale”, “discount”, or “coupon”.

6.3 Affiliates may not use their Affiliate URL/link or any domains and/or URLs that contain Leadpages Trademarks as the top-level display domain or URL in any advertisement. When engaging in paid search engine campaigns, Affiliates must use their own domain and/or URL in their ads.

Forbidden Display URL Example: www.leadpages.net

Approved Display URL Example: <http://www.yourdomain.com/leadpages>

6.4 Leadpages Trademarks may not be displayed in the headline or body of any advertisement being promoted by the Affiliate.

6.5 The Leadpages Trademarks cannot be used as a part of an Affiliate’s website domain name, blog, social media accounts, YouTube channel, Twitter username or any URL associated with the Affiliate’s Program account.

6.6 Affiliates engaging in paid search marketing campaigns agree to adhere to the following terms and requirements:

- (i) Leadpages does not allow any trademark bidding on any search engine or paid placement service or site, including but not limited to, Google, Yahoo, Bing!, Ask and other similar services. Affiliates may not bid on any Leadpages Trademarks.
- (ii) In order to avoid potential violation of this policy, it is recommended that you forward all ad text and proposed keywords/phrases you wish to bid on to your Affiliate Manager for approval or suggested edits.

7. Cookie-Stuffing Policy

“Cookie-Stuffing”, forced clicks, or similar activity is not permitted. “Cookie stuffing” is an unlawful strategy of generating affiliate sales. (e.g., Use of cookie stuffing to cause tracking systems to conclude that a user has clicked through a qualifying affiliate link – and to pay commissions accordingly- even if the user has not actually clicked through any such link or performed any action related to the Offer(s)).

8. Adware & Toolbar Policy

Affiliates are prohibited from transmitting any “interstitials,” “ParasitewareTM,” “Parasitic Marketing,” “Shopping Assistance Application,” “Toolbar Installations and/or Add-Ons,” “Shopping Wallets” or “deceptive pop-ups and/or pop-unders” to Users from the time the User clicks on a qualifying link to the Program Site until the time the customer has exited the Program Site (ie. no page from the Program Site or any Leadpages content or branding is visible on the end-user’s screen). The terms “ParasitewareTM” and “Parasitic Marketing” shall mean an application that (a) through accidental or direct intent causes the overwriting of Affiliate and non-Affiliate tracking cookies through any other means than a User initiated click on a qualifying link on a web page or email; (b) intercepts searches to redirect traffic through installed software, thereby causing, pop ups, commission tracking cookies to be put in place or other commission tracking cookies to be overwritten where a User would under

normal circumstances have arrived at the same destination through the results given by the search (search engines being, but not limited to, Google, MSN, Yahoo and similar search or directory engines); (c) set commission tracking cookies through loading of the Program Site in IFrames, hidden links and automatic pop ups that open the Program Site; (d) targets text on web sites, other than those web sites 100% owned by the application owner, for the purpose of contextual marketing; (e) removes, replaces or blocks the visibility of affiliate banners with any other banners, other than those that are on web sites 100% owned by the owner of the application.

9. No Predatory Advertising Policy

All Affiliates participating in the Program agree to refrain from any type of predatory advertising practices, or other practices which violate any applicable law including advertising and consumer protection law, which shall include, but not be limited to, dynamically replacing the affiliate ID of one affiliate with that of another with the effect of "stealing" the commission away from the affiliate that earned it, whether intentional or not. Affiliates may not adjust any of the supplied Affiliate URLs to reset cookies or bypass other safeguards in the system and Program.