

AFFILIATE AGREEMENT

Updated on January 1st, 2024

This Affiliate Agreement, together with the Affiliate Acceptable Use Policy (attached hereto as Exhibit A and made part of this Affiliate Agreement, and any Affiliate Insertion Order, whether physically attached hereto or incorporated by reference) (collectively, the “Agreement”) constitutes the entire and exclusive agreement between Active Meida, INC(hereinafter, the “Company”) and you or your company (in either case, hereinafter “Affiliate”). You and Company may also be individually referred to herein as “Party” and collectively as “Parties.”

BY CLICKING THE “I ACCEPT” OR “SUBMIT” BUTTON, YOU HEREBY AGREE THAT YOU HAVE READ AND UNDERSTAND, AND AGREE TO BE BOUND BY, THE TERMS AND CONDITIONS OF THIS AGREEMENT. ACTIVE MEIDA, INC’S EXECUTION OF THIS AGREEMENT IS CONDITIONED ON YOUR AGREEMENT THAT ANY TERMS DIFFERENT FROM OR IN ADDITION TO THE TERMS OF THIS AGREEMENT, WHETHER COMMUNICATED ORALLY OR CONTAINED IN ANY INSERTION ORDER, INVOICE, ACKNOWLEDGEMENT, RELEASE, ACCEPTANCE, OR OTHER WRITTEN CORRESPONDENCE, IRRESPECTIVE OF THE TIMING, SHALL NOT FORM A PART OF THIS AGREEMENT, EVEN IF YOU PURPORT TO CONDITION YOUR ACCEPTANCE OF THIS AGREEMENT ON ACTIVE MEIDA, INC’S AGREEMENT TO SUCH DIFFERENT OR ADDITIONAL TERMS.

1. Eligibility

Individuals must be at least eighteen (18) years old to sign up and participate as an Affiliate. By completing and submitting your Application and participating in the Service, YOU REPRESENT AND WARRANT THAT YOU ARE AT LEAST 18 YEARS OLD AND ARE OTHERWISE LEGALLY QUALIFIED TO ENTER INTO AND FORM CONTRACTS UNDER APPLICABLE LAW. Any individual submitting an Application and participating in the Service on behalf of a company further represents and warrants that they are authorized to act and enter into contracts on behalf of that company.

2. Company Service

(a) Participation in the Service. Participation in the Service and use of the Company Site is subject to the terms and conditions of this Agreement, agreements of Company’s advertisers (if any) and to Company’s explicit approval, as set forth below in Section 2(c). Company’s approval of Affiliate’s participation may be withheld or terminated at any point, in Company’s sole discretion, regardless of initial acceptance. For the purposes of this Agreement, “Service” shall mean the web based application, reporting, access to data, and advertising provided by Company. “Site” or “Company Site” means the website through which such Services are accessed.

(b) Criteria. Affiliate hereby acknowledges and agrees that to the extent it represents or acts on the behalf of third party publishers or websites (“Third Party Publishers”), Affiliate assumes all liability for such Third Party Publishers and will ensure that such Third Party Publishers comply with the terms of this Agreement and all applicable laws. Without limiting any other provision of this Agreement, Affiliate shall fully and completely indemnify, defend, and hold harmless Company for all damages arising from a Third Party Publisher’s breach of any obligations or warranties set forth in Section 11 herein. Without limiting any other provision of this Agreement, Affiliate represents and warrants that it has the ability to terminate any Third Party Publisher’s rights to the Service or the Site immediately. For the purposes of this Agreement, “Affiliate” means the Affiliate and any Third Party Publishers.

(c) Approval Process. Affiliate may be required to complete and submit to Company an affiliate application (“Application”). Upon Affiliate’s receipt of an acceptance email (“Acceptance Email”), Affiliate is entitled to access the Site and participate in the Services. This Agreement is effective as of the date Affiliate receives an Acceptance Email and Affiliate participates, or otherwise engages, in the Affiliate Program (the “Effective Date”). If an Acceptance Email is not sent to Affiliate, or Affiliate does not begin to participate in the Services in a timely manner, then this Agreement will immediately and automatically terminate and the Parties shall have no obligations to each other hereunder. In addition, certain advertiser

Campaigns (as defined in Section 3(a), below) may have their own terms & conditions. In such event, prior to accepting such Campaign, Affiliate shall be required to affirmatively consent to those Campaign-specific terms and conditions.

(d) License. Subject to the terms and conditions of this Agreement, and upon Company's issuance of an Acceptance Email, Company grants Affiliate a revocable, non-transferable, non-exclusive limited license to use the Service, the Company Site and any data, reports, information, or analyses arising out of such use solely for the purposes set forth in this Agreement.

3. Company Site

(a) Advertising Campaigns. Company shall display offers of advertising campaigns on the Company Site. Campaigns shall set forth the advertisement and the amount and terms under which an Affiliate may be entitled to payment. When applicable, Company shall also display Campaign-specific terms and conditions. COMPANY DOES NOT REPRESENT, WARRANT OR ENDORSE ANY CAMPAIGN, OR THE ACCURACY, CURRENCY, CONTENT, FITNESS, LAWFULNESS, OR QUALITY OF THE INFORMATION, MATERIAL, GOODS, OR SERVICES AVAILABLE THROUGH CAMPAIGNS. COMPANY DISCLAIMS, AND AFFILIATE AGREES TO ASSUME, ALL RESPONSIBILITY AND LIABILITY FOR ANY DAMAGES OR OTHER HARM, WHETHER TO YOU OR TO THIRD PARTIES, RESULTING FROM YOUR MARKETING OF CAMPAIGNS AND ANY RELATED MATERIALS, INCLUDING WITHOUT LIMITATION SUPPRESSION LISTS (AS DEFINED IN SECTION 7, BELOW).

(i) Bounty. A Bounty is generated from a specified event identified in the applicable Campaign, e.g. clicks, click-throughs, sales, registrations, impressions, and leads. Company is solely responsible for compiling, calculating, and electronically delivering data required to determine Bounties. Company figures and calculations shall be final and binding. Any questions regarding the Bounty must be submitted in writing within ten (10) days of receipt of the Bounty calculation, or the Bounty will be deemed accepted and undisputed. In the event of a conflict between Affiliate and Company regarding any data or calculation regarding the Bounty, Company's data and calculations shall govern.

(b) Affiliate's Acceptance of a Campaign. Without limiting any other provision of this Agreement, Affiliate represents and warrants that, upon acceptance and implementation of a Campaign, Affiliate shall abide by all terms and conditions of this Agreement. Failure to adhere to all of the terms and conditions of this Agreement may, in addition to all other remedies available to Company, result in immediate termination of this Agreement and withholding of a Bounty or any payment to Affiliate, without penalty to Company.

(c) Changes to Agreement. Company may modify any of the terms and conditions contained in this Agreement, at any time and at its sole and absolute discretion, upon posting such changes on the Company Site or providing notice to Affiliate as set forth herein. Affiliate's continued use of the Company Site after any such modification thereof shall constitute its explicit consent to such modification.

4. Proprietary Rights

Affiliate agrees that it does not have, nor will it claim, any right, title, or interest in the Service, the Company Site or any underlying technology, software, applications, data, methods of doing business, or any elements thereof, or any content provided on the Company Site (including any advertisements and creative). Affiliate may only access the Company Site via web browser, email, or in a manner approved by Company. Affiliate shall not attempt in any way to alter, modify, eliminate, conceal, or otherwise render inoperable or ineffective the Company Site tags, source codes, links, pixels, modules, or other data provided by or obtained from Company that allows Company to measure ad performance and provide the Service. In addition, Affiliate acknowledges that all Site Data, including but not limited to non-public information, data, and reports received by Affiliate from Company as part of the Services are proprietary to and owned by Company. If instructed to do so by Company, Affiliate will immediately destroy and discontinue the use of any such Site Data and any other material owned by Company or the third party advertisers.

5. Fraud; Suspension of Affiliate Account

(a) Without limiting and other provision of this Agreement, Company reserves the right, in Company's sole and absolute discretion to terminate this Agreement and/or Affiliate's account, at any time without liability to Company, should Company determine, in its sole and absolute discretion, that Affiliate engages in fraud, dishonesty, or any other misconduct that causes harm to Company (collectively, "Fraud").

(b) IF COMPANY DETERMINES THAT AFFILIATE HAS ENGAGED IN FRAUD, AFFILIATE WILL FORFEIT ITS ENTIRE BOUNTY FOR ALL CAMPAIGNS AND AFFILIATE'S ACCOUNT WILL BE TERMINATED IMMEDIATELY. IF AFFILIATE IS NOTIFIED THAT AFFILIATE IS ENGAGING IN FRAUD, AND AFFILIATE FAILS TO TAKE PROMPT ACTION TO STOP THE FRAUD, THEN, IN ADDITION TO ANY OTHER REMEDIES AVAILABLE TO COMPANY, AFFILIATE SHALL BE RESPONSIBLE FOR ALL COSTS AND LEGAL FEES ARISING FROM SUCH FRAUD.

(c) Upon notice by Company to Affiliate that a Third Party Publisher is engaging, or has engaged, in any activity prohibited by this Agreement, including but not limited to fraudulent traffic generation, Affiliate shall immediately terminate its relationship with such Third Party Publisher, as it pertains to the Third Party Publisher's participation in the Company network. If Affiliate is notified that a Third Party Publisher is engaging, or has engaged, in prohibited activities, and Affiliate fails to terminate its relationship with such Third Party Publisher within three (3) days of notice by Company, Company reserves the right to immediately terminate this Agreement. FURTHER, IN THE EVENT THAT COMPANY DETERMINES, IN ITS SOLE DISCRETION, THAT A THIRD PARTY PUBLISHER IS ENGAGING, OR HAS ENGAGED, IN PROHIBITED ACTIVITIES, COMPANY SHALL RECALCULATE AND WITHHOLD THE AFFILIATE'S BOUNTY ACCORDINGLY. FOR CLARITY, COMPANY RESERVES THE RIGHT TO WITHHOLD OR RECALCULATE AMOUNTS GENERATED BY PROHIBITED ACTIVITY OF THIRD PARTY PUBLISHERS, REGARDLESS OF WHETHER AFFILIATE PARTICIPATED IN OR KNEW ABOUT THE PROHIBITED ACTIVITY.

(d) To the extent that Affiliate becomes aware of any litigation or investigation concerning Affiliate email or other Internet practices or procedures, irrespective of whether such litigation relates to Affiliate's relationship with Company, Affiliate shall immediately notify Company of such litigation or investigation.

6. Consent Records

In order to use email to market Campaigns, Affiliate must have the consent of each email recipient and shall maintain records evidencing such consent ("Consent Records") including (i) opt-in date and time, (ii) registration source, (iii) first and last name, (iv) mailing address, (v) email address, (vi) privacy policy of source website at the time of opt-in, and (vii) any other information collected. Affiliate will provide such Consent Records to Company within one (1) business day of any request for the same.

7. Suppression Lists

(a) Email. To the extent that Company provides an opt-out or unsubscribe list (the "Suppression List") to Affiliate in connection with any Campaign, Affiliate shall regularly scrub its email database against such Suppression List no less than every three (3) days and shall not at any time send any commercial emails to any individuals on such Suppression List.

(b) Text Messages. To the extent that Company provides a Suppression List for phone numbers to Affiliate in connection with any Campaign, Affiliate shall regularly scrub its text message list against such Suppression List no less than every three (3) days and shall not at any time send any text messages whatsoever to any individuals on such Suppression List. For every opt-out "reply" text messages Affiliate receives in relation to a Campaign, Affiliate shall transmit the opt-out, including phone number and other available personal information, directly to Company in any reasonable manner prescribed by Company. Affiliate shall also scrub its own phone number list of this individual's personal information within three (3) days.

(c) Affiliate will not use any Suppression List in any manner other than for the purpose set forth in Section

7(a) above. Affiliate shall not obtain any ownership interest or rights in and to any Suppression List.

8. Confidential Information

Each Party agrees to use the other Party Confidential Information solely for the purposes contemplated by this Agreement, and to refrain from disclosing the other Party's Confidential Information to any third-party, unless (a) any disclosure is necessary and permitted in connection with the receiving party's performance of its obligations or exercise of its rights under this Agreement or any other agreement between the Parties; (b) any disclosure is required by applicable law; provided, that the receiving party uses reasonable efforts to give the disclosing party reasonable advance notice thereof so as to afford the disclosing party an opportunity to intervene and seek an order or other appropriate relief for the protection of its Confidential Information from any unauthorized use or disclosure; or (c) any disclosure is made with the consent of the disclosing party. For the purposes of this Agreement "Confidential Information" includes, without limitation, the terms of this Agreement (including pricing) and information regarding any existing or contemplated Company services, products, processes, techniques, or know-how, or any information or data developed pursuant to the performance of the Service.

9. Payment Terms

Affiliate shall receive payment upon the occurrence of an Event. Payment shall be made to Affiliate within thirty (30) days of the end of the month in which a completed Event occurred, less any returns and charge backs. ALL PAYMENT TO AFFILIATE BY COMPANY IS CONTINGENT UPON COMPANY RECEIVING PAYMENT FROM THE APPLICABLE ADVERTISER. IN THE EVENT COMPANY FAILS TO RECEIVE PAYMENT FROM ADVERTISER, COMPANY SHALL HAVE NO PAYMENT OBLIGATION TO AFFILIATE AND AFFILIATE WILL HAVE THE RIGHT TO CONTACT THE NON-PAYING ADVERTISER DIRECTLY. If Advertiser does not pay on time, Company will notify Affiliate and make reasonably commercial efforts to assist in the collection. Company shall not remit payment for any Event that occurs before a Campaign is initiated, or after a Campaign terminates. Company is not liable for Events that are not recorded due to Affiliate's error. All accounts will be paid in US dollars (\$US). If the compensation owed to Affiliate for any one month period is less than \$100.00, Company will hold payment until the total amount due is at least \$100.00 or, if earlier, until this Agreement

is terminated. Every Affiliate account must have a unique, valid taxpayer identification number (TIN) or valid Social Security number.

10. Term and Termination

(a) Term. This Agreement shall begin on the Effective Date and remain in effect for an initial term of one (1) year. Unless terminated by either Party upon three (3) days notice prior to the end of the initial term or any renewal term, the Agreement shall automatically renew for successive one (1) year terms.

(b) Termination. Either Party may terminate this Agreement, or any Campaign or Ad, effective upon three (3) days written notice, for any reason or no reason, at any time. In the event that either Party (i) files a voluntary petition in bankruptcy, (ii) makes an assignment for the benefit of its creditors, or (iii) breached any of the material terms of this Agreement that is not remedied within thirty (30) days from the receipt of written notice of such breach, this Agreement shall automatically terminate. Such termination shall be automatic and shall not require any action by either Party.

(c) Effect of Termination. Upon termination of this Agreement, any and all licenses and rights granted to Affiliate in connection with this Agreement shall immediately cease and terminate. Further, upon termination of this Agreement, Affiliate will: (i) immediately discontinue the use of the Service and any Site Data; (ii) immediately cease to use, and remove from the Affiliate's websites, any and all advertisements and/or related materials made available to Affiliate in connection with Affiliate's participation in the Services; and (iii) immediately cease transmitting any and all emails in connection with any Campaign. In the event of termination of this Agreement, Sections 3, 4, 6, 9-14 shall survive.

11. Representations and Warranties; Indemnification

(a) Affiliate represents and warrants that: (i) Affiliate has all necessary rights and authority to enter into this

Agreement and to place advertisements on its website(s) or those of its partners (collectively, the "Affiliate Websites"); (ii) Affiliate owns and/or has the right to use all materials contained on Affiliate Websites; (iii) the Affiliate Websites and the content contained on the Affiliate Websites will not infringe or violate the patents, copyrights, trademarks, rights of publicity, defamation, rights of privacy, moral rights, music performance or other music-related rights, or any other right of any third party; (iv) the Affiliate will not violate any applicable foreign or domestic, federal, state, or local statutes, laws, ordinances, rules and regulations, or industry standards, including without limitation, the CAN-SPAM Act of 2003 ("CAN-SPAM"), California's Anti-Spam Act, Cal. Bus. & Prof. Code §§ 17529 et seq. ("California's Anti-Spam Act"), the Telephone Consumer Protection Act, 47 U.S.C. §§ 227 et seq. ("TCPA"), the Federal Trade Commission Act ("FTC Act"), all FTC rules, regulations, and guidelines, applicable credit card merchant guidelines, the Utah and Michigan "Child Protection Registry" laws, and the United Kingdom Data Protection Act of 1998 (as amended) ("UK Data Protection Act").

(b) Indemnification. Each party, on its own behalf, and on behalf of its respective third-party partners, affiliates, directors, employees, agents, successors, and assigns (collectively, the "Indemnitor") will defend, indemnify, and hold harmless the other party and its third-party partners, affiliates, directors, employees, agents, successors and assigns (collectively, the "Indemnatee") from and against all claims, actions, losses, liability, damages, costs, and expenses (including reasonable attorneys' fees and expenses) (collectively, "Claims") arising from or related to: (i) any negligent act or omission by Indemnitor; (ii) any breach of this Agreement by the Indemnitor; (iii) any breach by Indemnitor of any Campaign-specific terms and conditions; (iv) any violation or alleged violation by Indemnitor of any applicable foreign or domestic, federal, state, or local statutes, laws, ordinances, rules and regulations, or industry standards, including without limitation, CAN-SPAM, California's Anti-Spam Act, the TCPA, the FTC Act, all FTC rules, regulations and guidelines, applicable credit card merchant guidelines, the Utah and Michigan "Child Protection Registry" laws, and the UK Data Protection Act; and (v) any violation or alleged violation by Indemnitor of the rights of any third party. The Indemnatee will provide Indemnitor with prompt written notice of the Claim for which the Indemnatee intends to claim such indemnification, and Indemnitor shall have the right to participate in, and, to the extent the Indemnitor so desires, to assume sole control of the defense thereof with counsel selected by the Indemnitor; provided, however, and notwithstanding the foregoing, that the Indemnatee shall have the absolute right to retain their own counsel, with the fees and expenses to be paid by the Indemnatee. Indemnitor will have no authority to settle any Claim on the Indemnatee's behalf without the written consent of the Indemnatee. Nothing in this Section shall limit any other remedy of the parties. These obligations will survive any termination of the Agreement.

12. Disclaimer of Warranty

COMPANY, ON BEHALF OF ITSELF AND ITS ADVERTISERS, HEREBY DISCLAIMS ALL WARRANTIES. THE SITE AND SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE." TO THE MAXIMUM EXTENT PERMITTED BY LAW, COMPANY, ON BEHALF OF ITSELF AND ITS ADVERTISERS, EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE SITE, SERVICES, CAMPAIGNS, ADVERTISEMENTS, CREATIVE, SUPPRESSION LISTS, AND ADVERTISER PRODUCTS AND SERVICES, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. NEITHER AFFILIATE NOR ITS ADVERTISERS WARRANTS THAT THE SITE OR THE SERVICES WILL MEET YOUR REQUIREMENTS AND THAT THE OPERATION OF THE SITE OR THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE.

13. Limitation of Liability

EXCEPT (I) AS TO THE OBLIGATIONS OF AFFILIATE UNDER SECTION 9 AND (II) FOR LIABILITY ARISING OUT OF BREACHES OF SECTION 12, TO THE MAXIMUM EXTENT ALLOWED BY APPLICABLE LAW, UNDER NO CIRCUMSTANCES SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY SPECIAL, INCIDENTAL, INDIRECT, STATUTORY OR CONSEQUENTIAL DAMAGES (INCLUDING LOST REVENUE OR PROFITS) RESULTING FROM, ARISING OUT OF, OR RELATED TO ITS PERFORMANCE OR FAILURE TO PERFORM ANY OF ITS OBLIGATIONS UNDER, OR BREACH OF, THIS AGREEMENT, WHETHER OR NOT THE OTHER PARTY HAS BEEN ADVISED, KNEW, OR SHOULD HAVE KNOWN, OF THE

POSSIBILITY OF SUCH DAMAGES. EXCEPT (I) AS TO THE OBLIGATIONS OF AFFILIATE

UNDER SECTIONS 19 AND (II) FOR LIABILITY ARISING OUT OF BREACHES OF SECTION 12, EACH PARTY LIABILITY FOR DAMAGES SHALL BE LIMITED TO THE AGGREGATE OF ALL AMOUNTS RECEIVED BY AFFILIATED FROM COMPANY HEREUNDER DURING THE SIX (6) MONTHS PRECEDING THE INCIDENT OR INCIDENTS GIVING RISE TO SUCH LIABILITY.

14. Non-Solicitation with Advertisers

During the term of this Agreement, and for a period of six (6) months thereafter, Affiliate will not participate in any performance based advertising relationship with any advertiser whose advertisements are or were posted on the Company Site, unless a previously existing business relationship between advertiser and Affiliate can be demonstrated to the reasonable satisfaction of Company. In this connection, both Parties agree and acknowledge that if Affiliate violates its obligations hereunder, Company will be entitled to damages in the amount of twenty-five percent (25%) of the gross revenues resulting from sales conducted by advertiser through the advertising or marketing efforts of Affiliate.

15. Electronic Signatures

Affiliate hereby acknowledges and agrees that by clicking the "I accept" or "submit" button, or taking such other action as may be designated by Company as a means of accepting this Agreement, Affiliate is submitting a legally binding electronic signature and is entering into a legally binding contract. Affiliate acknowledges that Affiliate's electronic submission constitutes Affiliate's agreement and intent to be bound by this Agreement. Pursuant to any applicable statutes, regulations, rules, ordinances, or other laws including, without limitation, the United States Electronic Signatures in Global and National Commerce Act, P.L. 106-229 (the E-Sign Act) or other similar statutes, AFFILIATE HEREBY AGREES TO THE USE OF ELECTRONIC SIGNATURES, CONTRACTS, ORDERS, AND OTHER RECORDS AND TO ELECTRONIC DELIVERY OF NOTICES, POLICIES AND RECORDS OF TRANSACTIONS INITIATED OR COMPLETED THROUGH THE SOFTWARE OR SERVICES OFFERED BY COMPANY. Further, Affiliate hereby waives any rights or requirements under any statutes, regulations, rules, ordinances, or other laws in any jurisdiction which require an original signature or delivery or retention of non-electronic records, or to payments or the granting of credits by other than electronic means.

16. Governing Law; Jurisdiction and Venue

(a) Choice of Law. This Agreement, together with the Affiliate Acceptable Use Policy, and Affiliate Insertion Orders, and any Campaign-specific terms and conditions, shall be treated as though this Agreement were executed and performed in Minneapolis, Minnesota and shall be governed and construed in accordance with the laws of the State of Minnesota without regard to conflict of law principles.

(b) Limitations Period. ANY CAUSE OF ACTION BY AFFILIATE ARISING OUT OF OR RELATING TO THE APPLICATION OR THIS AGREEMENT MUST BE INSTITUTED WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION AROSE OR WILL BE FOREVER WAIVED AND BARRED.

(c) Requirement of Arbitration. You agree that any dispute, of any nature whatsoever, between you and Company arising out of or relating to the Application or this Agreement, including the Affiliate Acceptable Use Policy, Affiliate Insertion Orders, and any Campaign-specific terms and conditions, shall be decided by neutral, binding arbitration before a representative of JAMS in Minneapolis, Minnesota unless you and Company mutually agree to a different arbitrator, who shall render an award in accordance with the substantive laws of Minnesota and JAMS' Streamlined Arbitration Rules & Procedures. A final judgment or award by the arbitrator may then be duly entered and recorded by the prevailing party in the appropriate court as final judgment. The arbitrator shall award costs (including, without limitation, the JAMS fee) to the prevailing party.

(d) Remedies in Aid of Arbitration; Equitable Relief. This agreement to arbitrate will not preclude you or Company from seeking provisional remedies in aid of arbitration, including without limitation orders to stay a court action, compel arbitration, or confirm an arbitral award, from a court of competent jurisdiction.

Furthermore, this agreement to arbitrate will not preclude either you or Company from applying to a court of competent jurisdiction for a temporary restraining order, preliminary injunction, or other interim or conservatory relief, as necessary. THE PROPER VENUE FOR ANY ACTION PERMITTED UNDER THIS SUBSECTION REGARDING "EQUITABLE RELIEF" WILL BE THE FEDERAL AND STATE COURTS LOCATED IN Minneapolis, MINNESOTA; THE PARTIES HEREBY WAIVE ANY OBJECTION TO THE VENUE AND PERSONAL JURISDICTION OF SUCH COURTS.

(e) Joinder of Claims. YOU FURTHER AGREE THAT NEITHER YOU NOR COMPANY WILL JOIN ANY ARBITRAL CLAIM WITH THE CLAIM OF ANY OTHER PERSON OR ENTITY IN A LAWSUIT, ARBITRATION OR OTHER PROCEEDING, THAT NO ARBITRAL CLAIM WILL BE RESOLVED ON A CLASS-WIDE BASIS, AND THAT NEITHER YOU NOR COMPANY WILL ASSERT AN ARBITRAL CLAIM IN A REPRESENTATIVE CAPACITY ON BEHALF OF ANYONE ELSE.

17. Miscellaneous

(a) General. This Agreement, together with the Affiliate Acceptable Use Policy, and Affiliate Insertion Orders, and any Campaign-specific terms & conditions, constitute the entire agreement between the Parties and supersedes all prior agreements or understandings between the Parties whether written or oral. Except in connection with a merger, acquisition, or sale of all or substantially all of Affiliate's assets related to this Agreement, Affiliate may not assign this Agreement and its rights and obligations hereunder, and any attempted assignment in contravention of this provision shall be null and void and of no force or effect. Company may assign this Agreement, and any and all rights granted hereunder, in its sole discretion, at any time, without Affiliate's consent. Except as otherwise provided in this Agreement, all notices under this Agreement will be in writing and will be delivered by personal service, confirmed fax, confirmed email, express courier, or certified mail, return receipt requested, to the addresses designated from time to time by the Parties. Notice will be effective upon receipt.

Except as provided herein, the failure to exercise a right or require performance of an obligation under this Agreement shall not affect a party's ability to exercise such right or require such performance at any time thereafter nor shall the waiver of a breach constitute waiver of any subsequent breach. If any provision of this Agreement is held to be invalid or unenforceable with respect to a Party, the remainder of this Agreement, or the application of such provision to persons other than those to whom it is held invalid or unenforceable, shall not be affected, and each remaining provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law. The relationship of the parties under this Agreement is one of independent contractors and nothing herein should be construed to constitute the parties as partners, joint ventures, agent and principal or employer and employee. Nothing herein will give either Party any right or authority to bind the other, and neither Party will bind the other to any obligation to any third party. This Agreement will be binding upon and will inure to the benefit of the parties, their successors, and permitted assigns.

(b) Independent Counsel. Each Party acknowledges and agrees that it has had the opportunity to seek the advice of independent legal counsel and has read and understood all of the terms and conditions of this Agreement. This Agreement shall not be construed against either Party by reason of its drafting.

(c) Force Majeure. Neither Party shall be deemed in default of this Agreement to the extent that performance of its obligations or attempts to cure any breach are delayed or prevented by reason of any act of God, fire, natural disaster, accident, riots, acts of government, shortage of materials or supplies, or any other cause beyond the reasonable control of such Party.

EXHIBIT A

AFFILIATE ACCEPTABLE USE POLICY

This Affiliate Acceptable Use Policy ("AUP") is intended to help the Affiliated understand the types of websites and affiliate conduct that that Company believes to be appropriate or inappropriate. Please keep in

mind that this AUP is intended as a guideline, and not as an exhaustive list of content and conduct that Company finds appropriate or inappropriate.

Capitalized terms used, but not defined, herein have the respective meanings ascribed to them in the Affiliate Agreement. In the event of a conflict between the terms and provisions of the Advertiser Agreement and this AUP, the terms and provisions of the Advertiser Agreement shall control.

COMPANY RESERVES THE RIGHT TO CHANGE THE AUP AT ANY TIME UPON NOTICE TO YOU, TO BE GIVEN BY THE POSTING OF A NEW VERSION OR A CHANGE NOTICE ON THE WEBSITE.

1. LEGAL COMPLIANCE

You shall not violate any applicable foreign or domestic, federal, state or local statutes, laws, ordinances, rules and regulations, or industry standards, including without limitation, CAN-SPAM, the California Anti-Spam Act, the TCPA, the FTC Act, all FTC rules, regulations, and guidelines, applicable credit card merchant guidelines, the Utah and Michigan "Child Protection Registry" laws, and the UK Data Protection Act.

2. CAMPAIGN-SPECIFIC TERMS & CONDITIONS; COMPANY CREATIVE

Campaigns may have campaign-specific terms and conditions. You shall comply with any and all campaign-specific terms & conditions at all times.

You shall only use advertiser approved artwork, text, audio, video (hereinafter, "Creative"). You shall not alter, cut, crop, modify, or otherwise change any aspect of any Creative, without Company's express written approval.

3. WEBSITE REQUIREMENTS

Any and all websites that you use to promote Campaigns must:

- Be fully functional at all levels, with no "under construction" sites or sections;
- Be content-based and not simply a "parked" page or list of links or advertisements;
- Not generate pop-up advertisements, including without limitation "pop-overs" and "popunders," when entering or leaving the website;
- Close when instructed, i.e. when a user seeks to close or otherwise leave the, the website must close down and no other behavior should result;
- Not "mouse trap," i.e. whereby the website does not permit the use of the browser back-button and thereby traps the user on the website, or whereby the website presents other unexpected behavior, such as re-directing to another advertisement or landing page; and
- Not contain automatic audio that plays without user instigation.

4. PROHIBITED CONTENT AND CONDUCT

Prohibited affiliate content and conduct includes, without limitation, content and/or conduct that:

- Infringes the rights, including without limitation the copyright, patent, trademark, trade secret, or other proprietary rights, of any third party, or violates any agreement between you and a current or former employer concerning the intellectual property you create or created during your employment;
- Is false, misleading, fraudulent, or deceptive;
- Is libelous or defamatory, or violates the privacy or publicity rights of any third party;
- Contains, facilitates, or promotes "spam" or other advertising or marketing content that violates applicable laws, regulations, or industry standards;
- Consists of or contains viruses, Trojan horses, worms, malicious code, or other harmful or destructive content;

- Is obscene, lewd, lascivious, filthy, or pornographic, that may constitute child pornography, or that may solicit personal information from or exploit in a sexual or violent manner anyone under the age of 18;
 - Depicts excessive violence, contains comments or images that are offensive, abusive, threatening, harassing, or menacing, or that incites, encourages or threatens physical harm against another;
 - Promotes or glorifies racial or religious intolerance, uses hate and/or racist terms, or signifies hate towards any person or group of people;
 - Advocates the violent overthrow of the government of the United States or other conduct that could constitute fraud or other criminal offense, gives rise to civil liability, or otherwise violates any applicable local, state, national, or foreign law or regulation;
 - Glamorizes the use of hard core illegal substances and drugs;
 - Advertises: (i) tobacco products, (ii) ammunition, firearms, paintball guns, bb guns, or weapons of any kind, (iii) gambling, including without limitation, any online casino, sports books, bingo, or poker website, (iv) get rich quick or other money making opportunities that offer compensation or financial reward in exchange for little or no investment, (v) adult friend finders or dating sites with a sexual emphasis, (vi) adult toys, videos or other adult products, (vii) uncertified pharmaceutical products, (viii) spy cams or other illegal surveillance products, and (ix) web-based, non-accredited colleges that offer degrees;
 - Promotes pyramid schemes or chain letters;
- * Follows the Consumer Protection Rules - Section 1140- <https://oig.ssa.gov/fraud-reporting/consumer-protection-section-1140/>
- Promotes software pirating (e.g. Warez), phreaking, or hacking;
 - Promotes or exploits religious, political, or other inflammatory issues for commercial use;
 - Depicts a health condition in a derogatory or inflammatory way or misrepresents a health condition in any way;
 - Offers incentives (e.g. cash, points, prizes, contest entries, etc.) to viewers for clicking on the advertisement, for submitting personally identifiable information, or for performing any other tasks;
 - Harvests or otherwise collects information about Company's users;
 - Uses or attempts to use any engine, software, tool, agent, or other device or mechanism (including without limitation browsers, spiders, robots, avatars, or intelligent agents) to harvest or otherwise collect information from the Company website for any use;
 - Frames the Company website;
 - Accesses protected content or data, or accesses or logs onto an a secure server or account;
 - Attempts to probe, scan, or test the vulnerability of the Company website, or any other system or network, or breaches security or authentication measures without proper authorization;
 - Interferes or attempts to interfere with the use of the Company website by any other user, host, or network, including, without limitation by means of submitting a virus, overloading, "flooding," "spamming," "mail bombing," or "crashing";
 - Uses the Company website to send unsolicited e-mail, including without limitation promotions or advertisements for products or services;
- Attempts to modify, reverse-engineer, decompile, disassemble, or otherwise reduce or attempt to reduce to a human-perceivable form any of the source code used by Company in providing its website; and
 - Includes material that violates applicable laws and regulations, including but not limited to CAN-SPAM, California's Anti-Spam law, the UK Data Protection Act of 1998, and the Utah and Michigan "Child Protection Registry Laws" as discussed more fully herein.

5. PRIVACY; COMPLIANCE WITH U.S. AND INTERNATIONAL LAW

You shall comply with all applicable privacy laws. You further agree to post conspicuously on each of your websites a privacy policy, linked, at a minimum, from the website's home page, that: (a) discloses your privacy practices, including your use of a third party for your ad serving activities, (b) identifies the collection and use of information gathered in connection with both ad serving activities and delivery of the your content, and (c) provides the user with instructions on how to opt-out out from such collection.

If you are located in the United Kingdom, use a website located at a ".uk" domain to promote any Campaign, or work on a Campaign directed at persons located in the United Kingdom or another member

state of the European Union, in addition to the foregoing, you shall comply with the UK Data Protection Act, as amended. You further agree to conspicuously disclose the use of “cookies” on any and all websites used to promote the Campaign sufficient to permit the user to make an informed decision and give overt consent to your collection and use of any personal data through cookies, such as by clicking a button to confirm their consent.

6. FALSE AND MISLEADING ADVERTISING; FTC COMPLIANCE

In connection with your promotion of Campaigns, you shall not at any time:

- Mislead consumers with false or misleading language or claims;
- Promote content, products, or services not actually offered by the applicable advertiser;
- Use false claims, testimonials, endorsements, or any similar content;
- Use a testimonial that conveys an atypical or uncommon result without disclosing clearly and conspicuously, and in close proximity to the testimonial, the typical and representative performance of the product or service;
- Use “fake” blogs (“flogs”), news sites or any similar content without disclosing clearly and conspicuously that such content is an advertisement;
- Use photos, quotes, logos/seals, copyrighted material, or trademarks of any third-party, including without limitation, celebrities, or business entities, without the express written consent of such third-party; or
- Advertise a discount, trial, or free offer without clearly and conspicuously displaying the terms of the offer, future costs, recurring billing, etc., if any.

Further, if you publicly endorse any product or service that is the subject of a Campaign, you shall disclose clearly and conspicuously, and in close proximity to the endorsement, that you receive compensation in the form of affiliate commissions in exchange for such endorsement.

7. EMAIL PRACTICES; CAN-SPAM AND CALIFORNIA ANTI-SPAM ACT COMPLIANCE

If you use email to market Campaigns, you shall maintain accurate and current Consent Records as defined above.

If you use email to market Campaigns, you shall not transmit any email:

- With materially false or misleading header information;
- With a “from” line that is materially false or misleading and does not accurately identify the person sending the email;
- With a “subject” line that is misleading, false, or misrepresentative or is likely to mislead the recipient about the content of the email;
- Without a functioning return email or Internet address, clearly and conspicuously displayed, that functions for thirty (30) days after the email is sent, that a recipient can use to submit a reply email requesting not to receive future commercial emails or Internet communications from the sender;
- Without a clear and conspicuous identification that the email is an advertisement or solicitation, a clear and conspicuous notice of the opportunity to decline to receive further communications, and a valid physical postal address of the Affiliate; or
- With any content that infringes or violates any applicable law or regulation or any intellectual, proprietary or privacy rights, or is misrepresentative, defamatory, inflammatory, offensive, or otherwise objectionable.

Further, you shall not transmit any email:

- If you know, or have reason to know, that the email address was obtained using an automated means, including without limitation, harvesting software, such as harvesting bots or harvesters, dictionary attacks, etc., or via an Internet service, which indicated that at the time the address was obtained, that the service was not to give or sell the address to others; or
- To any individual that has requested not to receive any emails more than three (3) days after receipt of such request, provided that the email falls within the scope of the request.

Further, you agree to do at least one of the following:

- Identify yourself in the “from” line by using a domain name that includes your name; or
- Ensure that your name and contact information appear in the publically-accessible WHOIS record for any domain used in the “from” line, and that no such domain is registered using a privacy-protection service.

8. MOBILE MARKETING PRACTICES; TCPA COMPLIANCE

If you use text messages (“texts”) to market Campaigns, you shall not transmit, or cause to be transmitted, any texts, without the prior express consent of the receiving party to receive text messages specifically from the sender, using “blast texting” or any other automated system to any telephone number assigned to a paging service, cellular telephone service, specialized mobile radio service, or other radio common carrier service, or any service for which the receiving party is charged for the text.

Further, you shall not transmit, or cause to be transmitted, any texts outside of the hours established by federal time-of-day requirements: texts shall be sent between 8 a.m. and 9 p.m. local time, only. You shall not transmit, or cause to be transmitted, any texts to any phone number on relevant suppression lists provide by Company, populated either by specific requests for opt-outs or the national Do Not Call registry. You shall record any opt-out request you receive, transmit it to Company, scrub the requester’s contact information from your list, and refrain from sending any text to the individual’s phone number, as detailed in Section 7 of the Active Meida, INC Affiliate Agreement above.

9. FRAUDULENT ACTIVITY

The following activity, without limitation, is considered fraudulent and is strictly prohibited:

- The use of false data, credit/debit card numbers, or other financial information on any signup form, contract, online application, or registration;
- The use of unauthorized data, credit/debit card numbers, or other financial information in the name of third parties on any signup form, contract, online application, or registration;
- The manipulation of tracking pixels, codes, links, or other tracking information to stimulate leads or inflate commissions;
- The use of “cookie stuffing,” “cookie dropping,” “forced clicks,” or “cookie sprinkling;”
- The artificial inflation of leads or transactions via any device, program, robot, computer script, or other automated method;
- The generation of clicks that do not map to a conscious action by an individual, including but not limited to: (i) repeat manual clicks; (ii) the use of robots or other automatic means to generate clicks; and (iii) faking tracking information to stimulate links.

If you fraudulently add leads or clicks, or inflate leads or clicks through fraudulent traffic generation, whether specifically proscribed above or otherwise, and as determined by Company in its sole discretion, you will forfeit your entire commissions for all Campaigns and your affiliate account will be terminated.

10. TERMINATION; LEGAL ENFORCEMENT

Without limiting any of Company’s other remedies, Company reserves the right, in Company’s sole discretion, to terminate any affiliate who violates the AUP. Any violation of the AUP may subject the offending party to civil and/or criminal liability. Company intends to cooperate fully with any law enforcement officials or agencies in the investigation of any violation of the AUP or of any applicable laws. Affiliate: ACTIVE MEIDA, INC,