

CompareFirst Affiliate Agreement Terms and Conditions

CompareFirst is owned and operated by Backed Inc. or a Backed Inc. subsidiary, division or line of business (collectively, "Backed" or "CompareFirst", as applicable). These Terms and Conditions ("the Terms" or "the Agreement") constitute a binding agreement between Backed and you. The Terms apply to your registration to CompareFirst's Affiliate Program. Please read the Terms carefully prior to enrolling to the program. The collection, use and retention of data are governed by CompareFirst's [Privacy Policy](#), which also applies to this Agreement.

1. **Definitions**

The following terms shall have the following meaning:

"**Affiliate**" means the person or entity participating in the Affiliate Program.

"**Affiliate Program**" means a program which, after registration and acceptance, awards Affiliates with Fees, as detailed below.

"**Affiliate Site**" means the websites, non-spam email listings and any other distribution or publication method that are operated or promoted by Affiliate from time to time to distribute and advertise the Site.

"**Fee**" means the payment that Affiliate will receive from CompareFirst for Leads, as described in the "Payment" section of the Agreement.

"**FICO Score**" means an individual's credit score, calculated with software from Fair Isaac Corporation, as extracted from the applicable credit bureau.

"**End User**" means a natural person, other than any person connected to the Affiliate (including his employees and their family members), that is directed to a Site following a click on a Link placed on an Affiliate Site.

"**Fraud**" or "**Fraudulent**" means any action or omission that is (i) illegal in any applicable jurisdiction, (ii) made in bad faith, or (iii) intended to defraud CompareFirst or any third party or circumvent any contractual or legal restrictions, regardless of whether such act or attempted act actually causes CompareFirst any damage or harm. Fraud shall include, without limitation, attempts to create Leads whether manually or using robots, frames, iframes, scripts, from false accounts or by unauthorized use of any third party accounts, for the purpose of generating Fees for the Affiliate.

"**Insertion Order**" means the Insertion Order entered into between CompareFirst and Affiliate setting forth custom pricing and additional terms.

"**Leads**" mean End Users that have completed the prequalification form on the Site which have received at least one offer from CompareFirst's third party Lenders (including Backed).

"**Lenders**" mean lenders and credit providers or other entities which Backed has entered into an agreement with, which extend offers of credit to End Users.

"**Link**" means data, images, icons, buttons, banners, text, link formats, links and other linking tools of CompareFirst, that, when clicked on, directs an End User to a Site and that are made available to the Affiliate by CompareFirst.

"**Site**" means a website promoted and operated by Backed from time to time, in which CompareFirst provides services to End Users, and all its related pages.

2. **Limited License**

Subject to the terms of this Agreement and solely for the limited purpose of advertising and directing End Users to the Site, CompareFirst hereby grants Affiliate a limited, revocable, non-transferable, non-

sublicensable, non-exclusive, royalty-free license to copy and display the Links solely on Affiliate Site that are pre-approved by CompareFirst and use for that purpose the trademarks and logos that CompareFirst makes available to Affiliate as part of the Link.

The license will immediately and automatically terminate if at any time Affiliate does not comply with any obligations under this agreement, or otherwise upon termination of this Agreement. Affiliate will promptly remove from Affiliate Site and delete or otherwise destroy all of the Links with respect to which the license is terminated or as CompareFirst may otherwise request. Affiliate will not challenge the validity of or attempt to register any of the marks or names associated with CompareFirst, the Link or with the Site, nor will Affiliate adopt any derivative or confusingly similar names, brands or marks.

3. Prohibited Activity

Affiliate may not, nor shall Affiliate allow, assist, authorize or encourage any third party to place Links on an Affiliate Site that: (i) promote or contain sexually explicit materials, violence or violent materials, libelous or defamatory materials, (ii) promote discrimination or employ discriminatory practices, (iii) promote or undertake illegal gambling, sale of firearms, hacking or cracking or any illegal activity, (iv) may harm CompareFirst's reputation, (v) includes any trademark of CompareFirst in the Affiliate Site's domain name, or (vi) otherwise infringes intellectual property rights.

It is Affiliate's duty to ensure at all times that each Affiliate Site complies with the above and with all other applicable laws or regulations. CompareFirst may terminate this Agreement at any time if CompareFirst determines that Affiliate Site is in breach of this section.

4. Link Implementation

Affiliate shall incorporate and publish a Link on its website in designated locations as approved by CompareFirst and may also display a Link within non-spam emails in accordance with the Agreement. Affiliate shall comply with the specifications provided by CompareFirst to enable the delivery, display, tracking, and reporting of Links and with any trademark usage guidelines provided from time to time.

5. Registration to the Affiliate Program

- 5.1. In order to participate in the Affiliate Program, you must submit an online application and consent to the terms of this Agreement. The application requires the provision of information which may include, contact information (such as name, email, phone number, etc.), information regarding the entity through which the affiliate operates and any other information which CompareFirst may require in order to consider your application for participation in the Affiliate Program.
- 5.2. If your registration has been approved by CompareFirst, you will be sent the applicable Links and other marketing materials, at CompareFirst's sole discretion.
- 5.3. CompareFirst reserves the right to reject applications, at its sole discretion, without liability to any person.

6. Affiliate Representations and Warranties

Affiliate represents and warrants that:

- 6.1. Affiliate has all necessary right, power and authority to enter into this Agreement and to perform the acts required of the Affiliate under this Agreement.
- 6.2. Affiliate will submit complete and accurate information to CompareFirst, including its personal information. It is Affiliate's duty to update CompareFirst if this information changes.
- 6.3. Affiliate is of legal age as determined by any applicable law in the relevant jurisdiction, and in any case not less than 18 years old. CompareFirst may ask Affiliate at any time for proof of identity documents (such as copies of driving license, passport, utility bills, bank statements, and in the case of companies, certificate of incorporation, certificate of incumbency, list of directors and shareholders etc.).
- 6.4. Affiliate will also provide CompareFirst with any information that CompareFirst requests in order to verify compliance with this Agreement. CompareFirst has the right to delay payments if CompareFirst does not receive from Affiliate the requested documents.
- 6.5. Affiliate will be solely responsible for Affiliate Site, including its development, operation, maintenance and all materials that appear on it and ensuring that it complies at all times with Section 3. Any marketing content and materials created or used by Affiliate with regards to the promotion of the Site, must be pre-approved in writing by CompareFirst.

- 6.6. Affiliate will only use CompareFirst's approved Links and Affiliate will not modify the Links in any manner without CompareFirst's prior written approval.
- 6.7. Affiliate will not spam or encourage spamming. Affiliate will comply with any applicable laws on marketing emails (such as the CAN-SPAM Act of 2003, EU Directive 2002/58 and Directive 2009/136 on Privacy and Electronic Communications, any other applicable EU directives and any national legislation implementing such directive and any similar laws). In any case, Affiliate will only send emails to people Affiliate has permission to send email to.
- 6.8. Affiliate will comply with all applicable laws, rules and regulations, including, without limitation, privacy laws, the Children's Online Privacy Protection Act of 1998 ("COPPA") and CAN-SPAM Act of 2003 ("CAN-SPAM").
- 6.9. Affiliate will not engage in, allow or benefit from any act or traffic that involves Fraud. Affiliate (and Affiliate's employees) will not submit leads to CompareFirst. If Affiliate engages in any of these actions CompareFirst may immediately terminate the Agreement with Affiliate and CompareFirst shall have the right to withhold money Affiliate earned under the Agreement.

7. **Payment**

- 7.1. CompareFirst will pay Affiliate a Fee on a monthly basis for each of the Leads generated by an Affiliate during the applicable month, as described below:
The payment for each Lead will be based on the FICO Score of the Lead:
 - FICO Score equal or higher than 720 = USD 12\$ per Lead;
 - FICO Score between 660 and 719 = USD 10\$ per Lead;
 - FICO Score between 600 and 659 = USD 5\$ per Lead;
 - FICO Score lower than 600 = USD 1.5\$ per Lead;
- 7.2. Each Lead will entitle the Affiliate to a one-time payment only, regardless of the number of offers such Lead has received. Payment is subject to any withholding or deduction described below and subject to the terms and conditions of this Agreement.
- 7.3. CompareFirst will pay Affiliate if the amount payable to Affiliate is not less than USD 100\$, in accordance with the payment terms stated in the Insertion Order and if no such terms are stated, then within 30 days after the end of the month, in US dollars by wire transfer. CompareFirst will deduct wire fees for any payments made. If the minimum amount is not reached in a particular month, CompareFirst will be entitled to withhold payment and carry the amount due to Affiliate until the minimum amount is reached.
- 7.4. Affiliate is fully responsible for all taxes, fees and other costs incidental to an arising from any payments made to Affiliate under this agreement. Affiliate will indemnify and reimburse CompareFirst for any costs, expenses or losses that may be caused to CompareFirst as a result of any claim or demand made by any governmental or other authority with regard to tax withholding obligations or similar obligation to which CompareFirst may be subject in connection with making payments to Affiliate. CompareFirst will be entitled to withhold or set-off any such amounts from the payments to Affiliate.
- 7.5. All calculations in connection with the amount payable to Affiliate will be made by CompareFirst and based solely on its own system's data and records and CompareFirst's calculations will be final and binding. CompareFirst reserve the right to change the payment plan and will provide Affiliate with three days prior written notice (including by email).
- 7.6. CompareFirst reserves the right to withhold any amounts due and payable to Affiliate under this Agreement if CompareFirst believes that any Fraud has taken place which involves Affiliate, whether or not the withheld amounts relate to the event in questions.

8. **Intellectual Property**

1. Except as expressly granted in the Agreement, CompareFirst retains all right, title and interest in and to the Affiliate Program and the Links ("**CompareFirst Property**"). All rights in and to CompareFirst Property which are not expressly granted herein are reserved by CompareFirst. This Agreement does not convey any title or ownership rights to Affiliate.
2. Affiliate shall not (i) contest, or assist others to contest CompareFirst's rights or interests in and to CompareFirst Property and all applications, registrations or other legally recognized interests therein, or any element, derivation, adaptation, variation or name thereof; or (ii) seek to register, record, obtain or attempt to pursue any proprietary rights or protections in or to CompareFirst Property; or (iii) remove, obscure or alter any notices of proprietary rights or disclaimers appearing in or on CompareFirst Property.

9. **Term and Termination**

The term of this Agreement will begin upon the effective date stated in the Insertion Order and will end when terminated by either party. Either Affiliate or CompareFirst may terminate this agreement immediately at any

time, with or without cause, by giving the other party seven (7) days prior written notice of termination. CompareFirst may withhold Affiliate final payment for a reasonable time to ensure that the correct amount is paid and that there are no debts or liabilities owing from Affiliate to CompareFirst.

CompareFirst may terminate this Agreement, effective immediately, upon a breach of any material term of this Agreement by the Affiliate.

10. No Warranties

EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, COMPAREFIRST MAKES NO EXPRESS OR IMPLIED WARRANTIES OR REPRESENTATIONS WITH RESPECT TO ANY ARRANGEMENTS CONTEMPLATED BY THIS AGREEMENT, INCLUDING WITHOUT LIMITATION WITH REGARD TO THEIR FUNCTIONALITY, FITNESS FOR A PARTICULAR PURPOSE, SUITABILITY, MERCHANTABILITY, LEGALITY OR NON-INFRINGEMENT. IN ADDITION, COMPAREFIRST MAKES NO REPRESENTATION THAT THE OPERATION OF ITS SITE WILL BE UNINTERRUPTED OR ERROR-FREE AND COMPAREFIRST WILL NOT BE LIABLE FOR THE CONSEQUENCES OF ANY INTERRUPTIONS OR ERRORS.

11. Indemnity

Affiliate will defend, indemnify, and hold CompareFirst and its affiliates, directors, officers, employees, representatives and agents, harmless from and against any and all liabilities, losses, damages, and costs, including reasonable attorney's fees, resulting from, arising out of, or in any way connected with (a) any breach by Affiliate of any warranty, representation, or agreement contained in this Agreement; (b) the performance of Affiliate duties and obligations under this Agreement; and (c) any claim or demand relating to the development, operation, maintenance, or contents of Affiliate Site.

12. No Liability for Promoted Sites

CompareFirst is not liable in any way, nor does CompareFirst assume any responsibility for or make any representations or warranties with regard to, any of the Sites, their operations, contents or any other aspect related thereto.

13. Limitation of Liability

ANY LIABILITY TO AFFILIATE ARISING FROM THIS AGREEMENT IS LIMITED TO DIRECT DAMAGES ONLY. COMPAREFIRST WILL NOT BE LIABLE FOR INDIRECT, SPECIAL, OR CONSEQUENTIAL DAMAGE OR LOSS OF ANY KIND, OR FOR LOSS OF BUSINESS, PROFITS, REVENUE, CONTRACTS OR ANTICIPATED SAVINGS, OR ARISING FROM LOSS, DAMAGE OR CORRUPTION OF ANY DATA, EVEN IF COMPAREFIRST HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES. IN ANY EVENT AND UNDER ANY CIRCUMSTANCES, COMPAREFIRST'S AGGREGATE AND TOTAL LIABILITY ARISING WITH RESPECT TO THIS AGREEMENT WILL NOT EXCEED THE TOTAL PAYMENTS MADE TO AFFILIATE UNDER THIS AGREEMENT OVER THE SIX MONTHS PRECEDING THE EVENT GIVING RISE TO THE LIABILITY.

14. Confidentiality

During the term of the Agreement, CompareFirst may disclose to Affiliate or Affiliate might otherwise obtain certain information which is either marked or by its nature is confidential and proprietary to CompareFirst (referred to as "**Confidential Information**"). Affiliate shall keep all such Confidential Information in strict confidence and not use any part of it, directly or indirectly, for any purpose other than the purpose of this Agreement. Confidential Information shall not include any information that is generally known or available to the public. Affiliate may disclose Confidential Information to the extent required to be disclosed by applicable law or any legal agency having jurisdiction over Affiliate, in which case Affiliate will give CompareFirst prompt notice of such requirement.

The Affiliate will not make any public communication with respect to this Agreement, or its participation in the Affiliate Program.

15. Modification

CompareFirst may modify any of the terms and conditions contained in the Agreement and any related document at any time and at its sole discretion by providing Affiliate with three (3) days prior written notice (including by email). If any modification is unacceptable to Affiliate, Affiliate's only recourse is to terminate this Agreement. Affiliate continued performance following CompareFirst's change notice will constitute Affiliate binding acceptance of the change.

16. Notices

Any notices relating to this agreement will be made in writing and may be sent by fax, email or by registered mail or courier to the address mentioned in the Insertion Order, or such other address as shall have been furnished by the parties. Any notice required under this Agreement shall be deemed given: (i) upon receipt, when

delivered personally; (ii) by facsimile or e-mail, within 24 hours after having been sent; and (iii) five days after having been sent by registered or certified mail, return receipt requested, postage prepaid, if sent by standard first class (or local equivalent) mail.

AFFILIATE HEREBY CONSENTS TO COMPAREFIRST SENDING AFFILIATE EMAILS IN CONNECTION WITH THIS AGREEMENT, CHANGE AND ADDITIONS TO THIS AGREEMENT AND TO ANY OF COMPAREFIRST'S RELATED PRODUCTS AND SERVICES.

17. Parties Relationship

Affiliate is an independent contractor and nothing in this agreement will create any partnership, joint venture, agency, franchise, sales representative or employment relationship between the parties.

18. Miscellaneous

- 18.1. The construction, validity and performance of this Agreement will be governed by the laws of the State of New York. The competent court in New York, New York will have exclusive jurisdiction in any matter arising from or related to this agreement. This, however, shall not prevent CompareFirst from bringing any action in the court of any other jurisdiction for injunctive or similar relief.
- 18.2. CompareFirst failure to enforce Affiliate strict performance of any provision of this Agreement will not constitute a waiver of its right to subsequently enforce such provision or any other provision of this Agreement.
- 18.3. Affiliate may not assign or transfer this Agreement or any rights under this Agreement without CompareFirst's prior written consent.
- 18.4. Whenever possible, each provision of this agreement shall be interpreted in such a manner as to be effective and valid under applicable law but, if any provision of this agreement is held to be invalid, illegal or unenforceable in any respect, such provision will be ineffective only to the extent of such invalidity, or unenforceability, without invalidating the remainder of this agreement or any of its provisions.