

Sharp AI Affiliate Program Agreement & Code of Conduct

Last Updated May 2025

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

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

SECTION 1. PROGRAM APPLICATION

You agree to provide all information reasonably requested by Sharp AI in connection with Your Program application, and You represent and warrant that all information that You provide is truthful and accurate. You understand and agree that Sharp AI retains sole and exclusive discretion to determine whether You qualify for participation in the Program. Sharp AI reserves the right to change its criteria for the Program at any time, for any reason. You expressly consent to be contacted about your application and the Program via the email address and the phone number You provide in Your application. It is your responsibility to control the notifications you do, or do not, receive through your device. To stop receiving text messages from Sharp AI, use the mobile phone corresponding to the number enrolled in Sharp AI text messages and reply “STOP” in response to a text message from the Sharp AI text messaging program. This will only opt you out of the specific Sharp AI text messaging program associated with that phone number, and you will remain opted in to any other text messaging programs in which you have enrolled. The opt out does not preclude messaging that Sharp AI sends for necessary services. You understand and acknowledge that network services, including but not limited to mobile network services, are outside of the control of Sharp AI, and Sharp AI is not responsible or liable for issues arising from them. Sharp AI reserves the right to modify or discontinue, temporarily or permanently, all or any part of Sharp AI text messages,

with or without notice. Sharp AI may suspend or terminate your receipt of Sharp AI text messages for any reason without notice to you.

SECTION 2. PROGRAM RULES

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

- a. the Code of Conduct set forth in Exhibit A;
- b. the following (collectively, “Laws/Terms”): (i) the terms of the Agreement, (ii) all applicable laws, statutes, treaties, ordinances, regulations, codes, guidance, guidelines, including, without limitation, Advertising Standards Authority (ASA), UK GDPR, Consumer Protection from Unfair Trading Regulations 2008 the Federal Trade Commission’s Guides Concerning the Use of Endorsements and Testimonials in Advertising and related guidance, all as updated, policies, terms and conditions of third parties to which you and the Program are subject, and (iii) the terms of use, user agreements and other terms and conditions pertaining to the use of each website and/or platform you use; and
- c. the Sharp AI Disclosure Requirements set forth in Exhibit B.

SECTION 3. COMPENSATION

Upon acceptance into the Program, You will receive a unique Affiliate ID through <https://sharpai.app/affiliate-management>. This Affiliate ID will be incorporated in the URL that You use to advertise Sharp AI (hereinafter, “Affiliate Link”). You may earn Commissions (as further described below) for each sale (“Sale”) that is registered using Your Affiliate ID. You may also earn Commissions on Sales generated by Affiliates you have recruited to join the Program (“Second Tier Affiliates”). Sharp AI reserves full discretion in Second Tier Affiliate designations.

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

A Commission is earned only if (i) Affiliate has registered and maintained a usable account with a third party payment provider to receive Commission payments and provided complete and accurate information to Sharp AI to facilitate payment and (ii)

the account of Prospect has remained in good status for at least forty-five (45) days after the Sale. No Commission is earned for a Sale if, at the time of attempted payout, Affiliate has not maintained a usable account with a third party payment provider or Sharp AI is unable to payout Commissions due to incomplete or inaccurate information provided by the Affiliate. Similarly, Affiliates are responsible for ensuring that their Prospects and Customers are not located in or associated with an embargoed or sanctioned person or entity. No Commissions will be earned for Sales to any Prospect or Customer residing in a Sanctioned Country or who is or has an association with a Sanctioned Party. A "Sanctioned Country" means any country or territory that is the target of comprehensive sanctions, including but not limited to Cuba, Iran, North Korea, Syria, and the Crimea region, the so-called Donetsk and Luhansk People's Republics, and any other country or region that is otherwise the target of sanctions administered by UK Sanctions List governed by Office of Financial Sanctions Implementation (OFSI) or the U.S. Office of Foreign Assets ("OFAC") or equivalent government agency in other countries. A "Sanctioned Person" means any individual or entity that appears on the Specially Designated Nationals and Blocked Persons List of OFAC or OFSI or that is otherwise the target of sanctions administered by OFAC or OFSI or equivalent government agencies in other countries.

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

The Commission Rates are currently as follows:

- a. Monthly Subscription Account: £49 (applicable to all Sharp AI subscriptions)

b. Yearly Subscription Account: £495 (applicable to all Sharp AI subscriptions)

Except as otherwise provided herein, Commission payouts will be paid on the 15th of each month following Sharp AI's receipt of payment for a Sale, subject to the other terms of this Agreement. In the event the 15th of each month falls on a holiday or weekend, Commission payouts will typically occur on the following business day, although exceptions may apply. All Commission payouts are calculated based on the amount of fees received by Sharp AI, less sales taxes. All Commissions include VAT and are paid in GBP (Great British Pound) or otherwise in currencies offered by the payment provider. Some payment methods may incur processing fees that may be deducted from Your Commissions. Your combined Commission must be equal to or exceed Fifty and 00/100 British Pounds (£50.00) (GBP) before You receive a payment from Sharp AI. If Your combined Commissions in a 120-day period do not exceed £49.00 (GBP), Your Commissions will not be paid and will be forfeited.

Affiliates must register with a third party payment provider to receive Commissions payouts. Sharp AI or the third party payment provider may require You to submit applicable tax documentation, such as a completed W-8 or W-9 form if based in the US, or valid VAT registration details if based in the UK or EU, as required by local tax authorities before processing Commissions payouts. If You fail to submit the Required Documents in a timely manner, Sharp AI or the third party payment provider may refuse to payout Commissions that were earned more than 120 days prior to receiving your Required Documents. If You are not a resident of the United States, Sharp AI may withhold tax (including, not limited to, VAT) where required by applicable law. You are solely responsible for complying with all tax laws in Your respective jurisdiction(s) including, but not limited to, the payment of all required taxes, and filing of all returns and other required documents with, the applicable governing body(ies).

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

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

Sharp AI will make reasonable efforts to payout all earned Commissions. In the event that Sharp AI is unable to payout a Commission for any reason outside of Sharp AI's control, those Commissions may be forfeited at Sharp AI's sole discretion.

SECTION 4. INTELLECTUAL PROPERTY RIGHTS; MEDIA RELEASE

Sharp AI may provide you with certain intellectual property, resources or materials to be used solely in connection with the Program (collectively, "Sharp AI Materials"). You acknowledge that Sharp AI shall maintain complete ownership of the Sharp AI Materials, and agree that you will not do anything inconsistent with our ownership, and agree that all of your use of the Sharp AI Materials (including all associated goodwill) will inure to the benefit of, and on behalf of the Sharp AI. You agree that nothing in this Agreement gives you any right, title, or interest in the Sharp AI Materials other than the right to use the Sharp AI Materials in accordance with this Agreement. You also agree that you will not attack our rights in or title to the Sharp AI Materials or the validity of the Sharp AI Materials or this Agreement. In addition, You agree that all of your use of Sharp AI's trademarks will comply with the latest edition of Sharp AI's Brand Style Guidelines and all other directions from Sharp AI regarding the form and manner of the application of the trademarks. This includes using trademark notices, including the ® symbol, only as instructed by Sharp AI. You further agree that your authorization to use the Sharp AI Materials, including Sharp AI's trademarks, is personal; so you may not sublicense or otherwise allow anyone else to use the Sharp AI Materials. At Sharp AI's request, you will provide samples of all materials that include any of Sharp AI's trademarks.

Sharp AI hereby grants to you a non-exclusive, royalty-free license to use the Sharp AI Materials solely in connection with and as necessary to conduct the services hereunder in a manner approved by Sharp AI in advance for use.

All rights with respect to the software or services provided by Sharp AI ("Services"), and Sharp AI's name, trademarks, logos, or other intellectual property ("Sharp AI IP"), whether now existing or which may hereafter come into existence, which are not expressly granted to Affiliate herein are reserved to Sharp AI. Any goodwill generated through Affiliate's use of Sharp AI IP shall inure solely to the benefit of Sharp AI. Except as set forth in this Agreement, Affiliate may not use Sharp AI's IP without Sharp AI's prior written consent, including but not limited to using Sharp AI's trademarks or brands as part of Your company name or domain name. Affiliate will promptly notify Sharp AI of any infringement or threatened infringement of any Sharp AI IP or rights of Sharp AI of which Affiliate becomes aware and will provide reasonable assistance to Sharp AI, at Sharp AI's expense, in connection therewith. Affiliate shall not promote or provide services to any other business or person that is infringing any of Sharp AI's IP. Affiliate will use commercially reasonable means to protect the security of the Services on Affiliate's system and network, including internal and public websites, from hacking or other unauthorized access, modification or redistribution. Upon becoming aware of any breach in security, Affiliate shall notify Sharp AI and take prompt action to remedy such breach.

Affiliate grants to Sharp AI a non-exclusive, royalty-free license to use any content or materials published or distributed by Affiliate in connection with Sharp AI and the

Program for any lawful purpose, including, without limitation, the purposes of (i) further promoting Sharp AI, (ii) marketing and generating interest in the Program; (iii) highlighting the creativity or achievements of You or other Affiliates; or (iv) for any other purpose agreed upon between You and Sharp AI. Affiliate represents and warrants that all content and materials that You publish and distribute related to Sharp AI and/or the Program do not infringe any intellectual property right of third parties, including other Affiliates and Sharp AI.

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

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

You waive any right that You may have to inspect or approve Sharp AI's use of the Likeness, or the advertising copy or printed matter that may be used in connection with the use and/or publication of the Likeness. You release Sharp AI from all claims for libel, slander, invasion of privacy, infringement of copyright or right of publicity, or any other claim related to the Likeness. This release includes without limitation any claims related blurring, distortion, alteration, optical illusion, digital alteration, use in composite form, whether intentional or otherwise, or use of a fictitious name, that may occur or be produced in the processing or publication of the Likeness.

SECTION 5. TERM AND TERMINATION

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

Your Default/Breach, You immediately forfeit all Commissions, and any other payments owed to You or that may in the future be owed to You without any further liability by Sharp AI to You.

If this Agreement is terminated or canceled, then all provisions that, by their nature, should survive, will survive, including, but not necessarily limited to, all limitations of liability, disclaimers of warranties, indemnity obligations, waiver provisions. All representations and warranties undertaken by You shall also survive termination or cancellation of this Agreement and/or Your Sharp AI account. To the fullest extent permitted under UK law, claims must be brought on an individual basis and not as part of a collective action.

SECTION 6. ADDITIONAL REPRESENTATIONS AND WARRANTIES

In addition to Your other representations and warranties herein, You further represent and warrant that there are no prior or pending government investigations or inquiries of, or prosecutions against You by the courts of England and Wales, or any industry regulatory authority, anywhere in the world, nor any prior or pending private lawsuits against You which relate to alleged intentional torts or alleged violation of any consumer protection or advertising laws. If You become the subject of such an investigation, inquiry, prosecution, or lawsuit any time after this Agreement is executed, You are required to notify Sharp AI of the same within 24 hours. Sharp AI, in its sole and exclusive discretion, may immediately terminate Your participation in the Program, as well as immediately terminate this Agreement, based on any investigation, proceeding, or lawsuit identified pursuant to this paragraph.

SECTION 7. ENTIRE AGREEMENT

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

SECTION 8. INDEPENDENT CONTRACTOR

Affiliates are independent contractors of Sharp AI. It is the express understanding and intention of the Parties that no relationship of employee/employer nor principal and agent shall exist between Sharp AI and You by virtue of this Agreement. You have no right to act on behalf of or bind Sharp AI in any way, nor share in the profits or losses of Sharp AI. The only compensation available to You is set forth in this Agreement. You are solely and exclusively responsible and liable for all of Your acts or omissions and the acts and omissions of anyone working on your behalf, as well as for any taxes due hereunder. Sharp AI may provide compliance recommendations and/or Program recommendations, such as strategy sessions, marketing techniques, suggestions or guidance on complying with applicable Laws/Terms, or other materials and resources intended solely for informational and

entertainment purposes (collectively, "Recommendations"). Such Recommendations should not be relied upon to ensure Your compliance with Laws/Terms. You are solely responsible for ensuring that Your participation in the Program and all subsequent activities comply with Laws/Terms, and Sharp AI assumes no liability or responsibility for monitoring or confirming Your compliance or informing You of non-compliance.

SECTION 9. NO GUARANTEE

Sharp AI does not promise, guarantee, or warrant Your business success, income, or sales. You understand, acknowledge, and agree that Sharp AI will not at any time provide sales leads or referrals to You. You understand and agree further that neither Sharp AI nor the Program is a business opportunity, a franchise opportunity, a "business-in-a-box," or an assisted marketing plan.

SECTION 10. LIMITATION OF LIABILITY

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

SECTION 11. DISPUTE RESOLUTION WAIVER, & GOVERNING LAW

You agree that all matters relating to the Program, including all disputes, will be governed by the laws of England & Wales without regard to its conflicts of laws provisions. The preceding provision regarding venue does not apply if you are a

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

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

SECTION 12. INDEMNITY

You agree to protect, defend, indemnify and hold harmless Sharp AI, its officers, directors, employees, owner(s), and parent company(ies) and assigns from and against all demands, claims, actions, proceedings, damages, liabilities, losses, fees, costs or expenses (including without limitation reasonable attorneys' fees and the costs of any investigation) directly or indirectly arising from or in any way connected with (1) use of or reliance on information or data supplied or to be supplied by You, (2) any alleged or actual Default/Breach of this Agreement by You, (3) the use or possession of any Sharp AI property, including, without limitation, any Sharp AI IP or Sharp AI Materials, (4) any negligence, gross negligence or willful misconduct by or on behalf of You or those working on your behalf, (5) your use and/or modification of any of the Services, including Affiliate Links, in connection with this Agreement; and (6) any materials you create or campaigns you run in connection with the Program. Sharp AI reserves the right to assume, at your expense, the exclusive defense and control of any matter subject to indemnification by you. You agree to cooperate with our defense of any claim. You will not in any event settle any claim without the prior written consent of Sharp AI.

SECTION 13. SEVERABILITY

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

SECTION 14. JUDICIAL ACTION FOR PROVISIONAL RELIEF

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

SECTION 15. COMPLAINT NOTIFICATION

Affiliate must notify Sharp AI of any complaint received by Affiliate regarding any content disseminated hereunder within twenty-four (24) hours of receiving such complaint. Notice should be sent to the Sharp AI Support Team.

Visit <https://sharpai.app/contact-us> for information on how to contact support.

SECTION 16. FORCE MAJEURE

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

SECTION 17. CONFIDENTIALITY AND PRIVACY

"Confidential Information" means any non-public business, technical, financial or other proprietary information you may receive from us during the term of this Program, including without limitation any brand guidelines, data, personal information of Customers or Prospects that Sharp AI provides to you for the purpose of fulfilling your obligations under the Program or under a separate agreement for services ("Personal Information"), or the terms of this Agreement. You agree to hold our Confidential Information in strict confidence and not disclose it to any third party or use such Confidential Information for any purpose other than as expressly allowed here. Confidential Information will not include: (a) information that is or becomes publicly available through no fault of yours, (b) was in your possession or known by you without restriction prior to receipt from us, (c) was rightfully disclosed to you by a third party without restriction, or (d) was independently developed by you without use

of any of our Confidential Information. You may disclose our Confidential Information where required by law or court order; provided, that to the extent legally permissible, you shall promptly notify us so that we may try to limit disclosure and obtain confidential treatment or a protective order for our Confidential Information. With regards to Personal Information, you represent and warrant that you will treat Personal Information in accordance with all applicable Laws/Terms and in compliance with applicable privacy policies. You also represent and warrant that you will maintain and make your own privacy policy available to Customers or Prospects with whom you interact as part of the Program or services you provide to Sharp AI under separate agreement. Additionally, you represent and warrant that you will not share or sell any Confidential or Personal Information to third parties, regardless of whether that third party is under an obligation of confidentiality, without Sharp AI's express written consent.

SECTION 17. LIABILITY FOR ANY THIRD-PARTY SERVICES

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

EXHIBIT A

CODE OF CONDUCT

1. Affiliate shall comply with the provisions of any applicable Sharp AI policy and Sharp AI instructions provided to Affiliate. This includes immediate compliance with Sharp AI's requests for removal of certain content, statements, materials, or anything other collateral posted or distributed by Affiliate.
2. Any claims Affiliate makes about Sharp AI or Sharp AI's products or services shall reflect Affiliate's honest and truthful opinions. If Affiliate's positive opinion(s) about Sharp AI or Sharp AI's products or services should change during participation in the Program so that Affiliate no longer can truthfully endorse Sharp AI, Affiliate shall immediately advise Sharp AI and Sharp AI shall have the right to terminate the Agreement.
3. Any materials published by Affiliate represents fair, accurate, typical and truthful depictions of what is represented, be typical of what the average consumer can expect to achieve and clearly and conspicuously disclose generally expected results.
4. Affiliate is expressly prohibited from making any express or implied claims that Sharp AI is or provides a business opportunity, franchise opportunity, a "business-in-a-box," or an assisted marketing plan.
5. Affiliates may not make, publish or communicate any claims or statements that expressly or impliedly guarantee that Prospect will make money by using Sharp AI or by becoming an Affiliate.

6. Affiliate must correct any statement that later becomes inaccurate.
7. Affiliate may not make deceptive or misleading claims, or claims that are not substantiated (i.e., adequate proof must exist to back up the claim).
8. If Affiliate chooses to comment on Sharp AI competitors or their product(s), it must be made clear such comment is not on behalf of or as a representative of Sharp AI, and such comment cannot be construed as defamatory, misleading or deceptive, unfair or unsubstantiated.
9. Affiliate may not engage in defamation, slander, or libel regarding Sharp AI, Sharp AI employees, Sharp AI Affiliates, or other parties associated with Sharp AI.
10. Affiliate may not engage in any communication or disseminate content that is unlawful, harassing, or abusive.
11. Affiliate may not disseminate any content that is protected by intellectual property laws, rights of privacy or publicity, or any other applicable law unless Affiliate owns or controls all rights in the content and all elements of the content or has received all necessary consents. For example, Affiliate may not post photos or video content without written permission from the person who owns the photo or video as well as any persons (other than Affiliate) depicted in the photo or video, and Affiliate may not use music or sounds that are not cleared for use commercially and as contemplated by this Agreement.
12. Affiliate may not disseminate any materials that contain any viruses, Trojan horses, worms, time bombs, cancelbots, or other computer programming routines that are intended to damage, interfere with, surreptitiously intercept or expropriate any system, data, or personal information.
13. Affiliate may not use software or technology that attempts to intercept, divert or redirect Internet traffic to or from any other website, or that potentially enables the diversion of affiliate payments from another website, including toolbars, browser plug-ins, extensions, and add-ons.
14. Affiliate may not impersonate Sharp AI or Sharp AI employees, or otherwise imply that Affiliate has the authority to bind or represent Sharp AI.
15. Affiliate will only use their Affiliate Link without manipulation.
16. Affiliate will not share their Affiliate Link with any other affiliate.
17. Affiliate may not incite, advocate, or express hatred, ethnic slurs, bigotry, racism, or gratuitous violence.
18. Affiliate may not disseminate pornography, vulgarity, profanity, obscenity, or use other offensive language or content, nor depict nudity or sexually explicit content.

19. Affiliate may not promote excessive or irresponsible consumption of alcohol beverages or promote any illegal or abusive drug use.
20. Affiliate may not misrepresent the source of anything in their posted content, including by impersonating another individual or entity.
21. Affiliate may not use content that contains advertising for Affiliate or third parties (including, without limitation, money making schemes, discount cards, credit counseling, online surveys).
22. Affiliates may run paid advertising campaigns hereunder as long as you comply with Laws/Terms.
23. Affiliate may not engage in any unlawful or deceptive actions with respect to search engine optimization.
24. Affiliate shall not offer monetary incentives, such as rewards points, cash, or prizes to Prospects in return for their response to an advertisement.
25. Affiliate shall not run any contests or offer any prizes to Prospects or Customers without the prior written approval of Sharp AI, and all such contests and prizes must be administered in compliance with all laws and regulations that govern contests and sweepstakes.
26. Affiliate may not “self-refer,” meaning that only transactions by other persons using your Affiliate Link will result in Commissions.
27. Affiliate may not engage in deceptive, manipulative or fraudulent behaviors (whether done independently, in coordination with a Prospect, or another affiliate) or otherwise engage in conduct that, in Sharp AI’s sole discretion, is abusive of or outside the spirit of the Program in order to acquire additional Commissions.
28. Affiliate will not in any way copy, resemble, or mirror the look and feel of Sharp AI’s Website nor use any means to create the impression that your content is Sharp AI’s, including by framing Sharp AI’s website in any manner.
29. Affiliate may not engage in cookie stuffing or include pop-ups or false or misleading links.
30. Affiliate will not attempt to mask the referring URL information (i.e., the page from where the click is originating).
31. Affiliate will not send unsolicited bulk-emails, text spam, form spam, social media spam or any other form of communication to which Prospects or others have not consented.
32. Affiliate agrees to comply with all laws and regulations applicable to the sending of any email communications, including the UK Privacy and Electronic Communications Regulations (PECR), UK GDPR, USA CAN-SPAM

Acts, privacy laws, and data security standards consistent with the industry, and shall indemnify Sharp AI for any claims resulting from failure to do so. E-mails must be sent on Affiliate's behalf and must not state or imply that they are being sent on behalf of Sharp AI. Affiliate shall be the "designated sender" of any emails Affiliate sends that include Sharp AI links, scrub the prospective list of recipients against applicable do-not-email lists, include a functioning opt-out mechanism in all such emails, and honor all opt-outs.

33. Affiliate agrees to comply with all laws and regulations applicable to the sending of any text communications, including the UK Privacy and Electronic Communications Regulations (PECR), the TCPA in the USA and related laws, privacy laws, and data security standards consistent with the industry, and shall indemnify Sharp AI for any claims resulting from failure to do so. Texts must be sent on Affiliate's behalf and must not state or imply that they are being sent on behalf of Sharp AI. Affiliate must not text any third party without prior written consent, and you must honor all opt-outs.
34. Affiliate agrees to comply with all privacy laws and regulations when collecting Personal Information of Prospects and Customers. Affiliate agrees to comply with Sharp AI's Privacy Policy in its treatment of Personal Information, and Affiliate agrees to implement and post its own Privacy Policy.
35. Affiliate agrees to comply with export and sanctions laws and regulations when engaging Prospects and Customers, and Affiliate shall not attempt to enable any Sales to Sanctioned Parties or people in Sanctioned Countries without Sharp AI's prior written approval.
36. Affiliate will not create advertisements that appear on (a) sites and apps that contain or reference categories adult content, pornography, weapons, graphic violence (including any violent video game images), alcohol, drugs, tragedy, transportation accidents, sensitive social issues, gambling, or content that is offensive, profane, hateful, threatening, harmful, defamatory, libelous, harassing, or discriminatory (whether based on race, ethnicity, creed, religion, gender, sexual orientation, physical disability, or otherwise), or solicitous of any unlawful or offensive behavior; or (b) ads that appear on fake news content.
37. Affiliate will not use any images, text, or other content provided to you by Sharp AI except as authorized by Sharp AI in advance in writing and may not modify the graphic image or text in any way. All of our rights in the images and text, any other images, our trade names and trademarks, and all other intellectual property rights are reserved.
38. Affiliate will not offer discounts, coupons, free trials, promo codes, or any other promotional offer that is not expressly authorized by Sharp AI in writing. Sharp AI may, on a case-by-case basis, offer you access to discounts, coupons, free

trials, promo codes, or other promotional offer, and you agree to comply with all terms and limitations that Sharp AI establishes in connection with such promotional offers as well as all Laws/Terms.

39. Unless otherwise agreed upon in writing by Sharp AI, Affiliate may not promote through a sub-affiliate network.

40. Affiliate may not provide or create links to external sites that violate this Code of Conduct.

41. The maintenance and the updating of your content, accounts, and sites will be your responsibility, but we may monitor the foregoing and you agree to honor any of our requested changes provided they relate to the Program.

EXHIBIT B

Sharp AI Disclosure Requirements

Affiliate represents, warrants and agrees to comply with the following guidelines for all content created on Sharp AI's behalf:

I. Disclosure Requirements

Affiliate must make their material connections to Sharp AI (and/or its brands, products, services, as applicable) known to viewers of their content in a manner that is consistent with the Agreement, the requirements set forth in these Sharp AI Disclosure Requirements and all applicable law and industry guidance, including, without limitation, CAP Code (Committee of Advertising Practice) rules, ASA disclosure requirements, where applicable for international affiliates, the Federal Trade Commission's (FTC) Guides Concerning the Use of Endorsements and Testimonials in Advertising and the business guidance, You must comply with the UK Code of Non-broadcast Advertising and Direct & Promotional Marketing (CAP Code), and relevant ASA guidance on endorsements and affiliate disclosures.

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

II. Disclosures Must Be Made "Clearly and Conspicuously"

A. "Clearly"

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

Unless otherwise agreed in advance in writing by Sharp AI, these are the options for material connection disclosures:

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

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

- For disclosure of material connection:
 - #Sharp AI
 - Abbreviations that would not be understood by consumers (e.g., #spon, #pd, #sp, #collab, etc.)
 - Only using #partner, #ambassador, #consultant, #adviser, #affiliate, #teamSharp AI, etc.
 - Only using “thank you”, “thanks,” “gift” or “gifted” (without explanation if Affiliate is referring to receiving something of value)
 - Only using #endorsement

- Only using a platform's branded content tool without further disclosure
- Only tagging or @mentioning the Sharp AI
- Only using a campaign hashtag

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

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

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

III. Disclosure Requirements Based on Posting Format

- For in-feed posts (like X (f/k/a Twitter), Facebook and Instagram grid posts):
 - Disclosures **must appear in the first two lines of text.**
 - Disclosures should not be buried (e.g., disclosures should not be only in a bio or below the fold (or otherwise requiring consumers to scroll down); under a hyperlink, like a "More," "Legal" or "Disclosure" button; or in the middle or at the end of a series of hashtags, other disclosures, or general copy).
- For video, live stream, stories, etc.:
 - Video: In video posts: (1) place the disclosure within the video itself and in the description of the video; and (2) display the disclosure in the video long enough for a viewer to be able to read and understand it.
 - Disclosures must appear at the beginning of the video (within the video) as well as in the video description.
 - It is NOT sufficient to make a disclosure only on an end card.

- Stories, Snaps, TikToks, etc.: Superimpose the disclosure over the images or video in a way that is: (1) easy to notice, read and comprehend in the time that viewers have to look; and (2) well-contrasted against the background and positioned with consideration for where the viewer's attention is drawn.
- Live Stream: Repeat disclosures throughout the stream as needed to ensure that consumers hear them if they join at different times.

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

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

IV. Modifications

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