

VENDASTA AFFILIATE PROGRAM AGREEMENT

Last Update: June 2, 2020

PLEASE READ THIS AFFILIATE PROGRAM AGREEMENT.

THESE VENDASTA AFFILIATE PROGRAM AGREEMENT, TOGETHER WITH OUR PRIVACY POLICY (<http://www.vendasta.com/privacy-policy>), TERMS OF USE (<http://www.vendasta.com/terms-of-use>), ANY ADDITIONAL POLICIES AND FUTURE MODIFICATION (COLLECTIVELY, THE “AGREEMENT”) GOVERNS YOUR PARTICIPATION IN OUR MARKETING AFFILIATE PROGRAM.

THIS IS A LEGAL AGREEMENT BETWEEN YOU (“AFFILIATE”) AND VENDASTA TECHNOLOGIES INC. (“VENDASTA”, “WE”, “OUR”, OR “US”). IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND SUCH ENTITY TO THIS AGREEMENT, IN WHICH CASE THE TERMS “YOU” OR “YOUR” SHALL REFER TO SUCH ENTITY. IF YOU DO NOT HAVE SUCH AUTHORITY, OR IF AT ANY TIME YOU DO NOT AGREE WITH THIS AGREEMENT, YOU MUST NOT ACCEPT THIS AGREEMENT.

You desire to participate in our Affiliate Program, which is a marketing and support program to customers offering products and services that complement, interoperate with and otherwise extend and add value to Vendasta service.

This Agreement incorporates Privacy Policy and Terms of Use.

1. Definitions.

“**Affiliate**” means any legal entity or an individual approved to participate in Vendasta Affiliate Program.

“**Affiliate Link**” means the unique tracking link you place on your site or promote through other channels.

“**Affiliate Tool**” means the tool that we make available to you upon your acceptance into the Affiliate Program and for you to use in order to participate in the Affiliate Program.

“**Commission**” means an amount described on the Program Page for each Customer Transaction.

“**Confidentiality**” means, any and all confidential business information concerning either party that is disclosed to the other party in connection with this Agreement, including all confidential information disclosed to Affiliate and including the terms of this Agreement.

“**Customer**” means a single, fully executed and closed contractual transaction to purchase Subscription Service from Vendasta.

“**Customer Transactions**” means those transactions by Leads that are eligible for Commission under this Agreement.

“**Lead**” means a customer prospect who clicks on the Affiliate Link that we have made available to you via the Affiliate Tool.

“**Program Page**” means the landing page where we will provide all the up to date guidelines and policies for the Affiliate Program.

“**Subscription Service**” means subscription services made available for purchase by Vendasta and excludes free services.

“**Vendasta Platform**” means the application that allows customer to use and access the Vendasta products and services.

2. **Non-Exclusivity.** This Agreement does not create an exclusive agreement between you and us. Both you and we will have the right to recommend similar products and services of third parties and to work with other parties in connection with the design, sale, installation, implementation and use of similar services and products of third parties.

3. Affiliate Acceptance.

3.1. Once you complete an application to become an Affiliate or by executing this Agreement, we will review your application and notify you of our acceptance or not.

3.2. Incorporated Terms. Your participation as an Affiliate is further subject to and governed by Privacy Policy, located at <http://www.vendasta.com/privacy-policy> and Terms of Use, located at <http://www.vendasta.com/terms-of-use>.

4. **Affiliate Program.**

- 4.1. For each Lead, Vendasta may, in its sole discretion, acting reasonably, accept or refuse such Lead for a pursuit of a Lead even if it: (a) is a new potential customer, and (b) is not, at the time of submission by you, one of Vendasta's pre-existing prospects, involved in our active sales process.
- 4.2. **Program.** If you become aware of any business opportunity through your activities in its business, and/or through the current list of your clients, you will deliver a notice to Vendasta informing of such business opportunity via verifiable online link that clearly confirms such Lead and offering to refer business opportunity to Vendasta or via another mutually agreeable method, subject in each case to applicable law, such Lead's consent, any then existing contractual or fiduciary obligations between you and Lead.
- 4.3. **Affiliate Limits.** Each accepted Lead will expire according to the information provided on the Program Page from the date the Lead clicked on the Affiliate Link that was made available by you. We will pay you Commission for each new Customer who completes a Customer Transaction after clicking on an Affiliate Lead made available by you, provided that you remain eligible to receive Commission pursuant to the terms of this Agreement. The start of the Customer's subscription is determined by the date of the first purchase of the Subscription Service by the Customer and you will receive a Commission payment for that Customer Transaction only, regardless of any additional purchases made by that customer during their Subscription Service.
- 4.4. **Eligibility.** To be eligible for Commission, (a) a Lead must be accepted and valid in accordance with the Program Page section, (b) a Customer Transaction must have occurred; and (c) a Customer must remain a customer sixty (60) days plus the number of days until the end of that calendar month in order to be eligible for a Commission. For example a Customer who makes a purchase on the 15th of March must remain a customer until the 31st of May in order to be eligible for a Commission.
- 4.5. **Commission Payment.** All transactions must occur on Vendasta Platform. Commission is subject to any fees actually collected from a Customer and the Commission shall not exceed the period of 12 consecutive months, unless otherwise agreed in writing. For clarity, pre-payment in full by a Customer for an annual commitment will be recognized by Vendasta as revenue monthly on a pro-rata basis for the length of time the Subscription Service was provided during each month during the annual term, and you will receive the Commission on the same monthly pro-rata basis.

We will pay Commission in accordance with the Program Page, or agreed upon in writing by both parties. Vendasta may exercise, upon your written agreement, its right to buyout its obligations under this Agreement by paying out commissions in a lump sum payment to Affiliate and such payout will be based on reasonable projections of Customer determined by Vendasta in good faith.
- 4.6. **Limitation.** You are not eligible to receive Commission or any other compensation from us based on transactions for other products or if (a) such compensation is disallowed or limited by federal, state or local law or regulation in the United States or the laws or regulations of your jurisdiction; (ii) the Customer has paid or will pay such commissions, referral fees, or other compensation directly to you, or (iii) the Commission payment has been obtained by fraudulent means, misuse of the Affiliate Link, in violation of any Affiliate Program Policies that we make available to you.
- 4.7. **Co-Efforts.** With respect to each Lead that was not originated by you but closed due to part of your active and substantial co-selling efforts, Vendasta will determine Commission in its sole discretion based on the nature and extent of such efforts in each case.
- 4.8. **Taxes.** You are solely responsible for all taxes applicable to a Commission payment.

5. **Trademark and Proprietary Rights.**

- 5.1. During the term of this Referral Agreement, Vendasta grants Referral Company a limited, temporary, non-exclusive and non-transferable right to use service marks, trademarks, trade name and logo design of Vendasta ("Marks") in marketing materials only subject to this Referral Agreement and solely in accordance with Vendasta's brand and marketing guidelines as may be provided by Vendasta from time to time. Usage of the Marks in any marketing materials must be approved in writing in advance by Vendasta. Vendasta will have the right to request and Referral Company will provide samples of the use of the Marks in the marketing materials. Referral Company may not use

any Marks inconsistent with Vendasta's ownership of the Marks, in domain names or meta-tags nor in any bulk email marketing campaign unless approved in writing in advance by Vendasta.

- 5.2. Each party owns and retains all right, title and interest (including all intellectual property rights) in and to the its products, including all aspects of the technology and branding, and any software or other materials including without limitation any analytics, reports or aggregated, anonymized data developed or created by or on behalf of that party in connection to its products. Nothing in this Referral Agreement grants any right, title or interest in or to (including any licence under) any intellectual property rights in or relating to, each party's products, whether expressly, by implication, estoppel or otherwise.

6. Term and Termination.

- 6.1. Parties agree that this Agreement is for a period of one (1) year from the date hereof, and this Agreement shall be automatically renewed from year to year with the same terms and provisions, unless this Agreement shall be terminated sooner in the manner hereinafter provided.
- 6.2. Either party shall have the right to terminate this Agreement prior to the expiration of the term, provided written notice of intention to terminate is given to the other party minimum of 60 days in advance. In the absence of a 60-day written notice prior to the expiration of the term, this Agreement shall be automatically renewed from year to year subject to the same terms and provisions contained herein.
- 6.3. Termination for Cause. Vendasta has sole discretion to determine if you are unsuitable to be an Affiliate or Affiliate Program, Vendasta may terminate this Agreement immediately. Vendasta has the right to withhold any Commission or payment obligations and/or terminate this Agreement in the event you fail to comply with the terms of this Agreement.
- 6.4. Following any termination or expiry of this Agreement, each party shall continue to maintain the confidentiality of the other party's confidential information and shall return all tangible embodiments of the same and any related material belonging to the other party within 30 business days.

7. Legal Terms.

- 7.1. **Disclaimer of Warranties.** We and our Affiliated companies and agents make no representations or warranties about the suitability, reliability, availability, timeliness, security or accuracy of Vendasta subscription, products, service, content, the Affiliate Program or the Affiliate Tool ("Vendasta Affiliate Program") for any purpose. Application Programming Interfaces ("APIs") and the Affiliate Tool may not be available at all times. To the extent permitted by law, Vendasta Affiliate Program is provided "as is" without warranty or condition of any kind. We disclaim all other representations, warranties and conditions, whether express, implied, statutory or collateral, implied by operation of law or otherwise, including without limitation, any implied warranties or conditions of merchantability, fitness for a particular purpose, and any representations or warranties arising from a course of performance, course of dealing or usage of trade.
- 7.2. **Indemnification and Limitation of Liability.** You will indemnify, defend and hold harmless, at your expense, Vendasta and, if applicable, its directors, officers, shareholders, agents and employees from and against any third party claim, any loss, damage, claim, demand, charge, suit, cause of action, liability, cost, expense, judgment, or award for fees, including, without limitation, solicitor's fees arising, directly or indirectly, in whole or in part, out of or in any manner connected with the marketing and recruitment of Customers. Vendasta will not be liable to you for any damages, direct or indirect, including but not limited to, lost profits, incidental, consequential, punitive, or special damages regardless of if Vendasta is aware of the possibility of such damages and regardless of the theory under which such damages are sought. Vendasta will not be liable for any indirect or consequential damage including, but not limited to, loss of anticipated profit, goodwill, data or damage to Referral Company, a Customer or any end user or loss as a consequence of any inadequate or faulty performance, even if Vendasta was advised of the possibility of such losses. Accordingly, no claims for damages can be raised by reason of indirect or consequential damage. In no event will the total liability of Vendasta for loss or damage under this Agreement exceed \$5,000.00 USD.

8. General Terms.

- 8.1. The parties are independent contractors. Neither party is an agent or partner of the other, or has the right to incur any obligation on behalf of the other. Each party is responsible to pay all applicable social security, withholding, and other taxes. You will bear all expenses incurred in his sales endeavors except when agreed by the parties in writing.
- 8.2. Vendasta may refer to you for attention inquiries concerning its products received by Vendasta that it deems may be an opportunity for you if agreed to in writing by both parties.
- 8.3. During the term of this Agreement and for three (3) years thereafter, you shall protect the terms and conditions of this Agreement, all non-public information and material regarding the business of Vendasta (collectively referred to as the "Confidential Information") as strictly confidential, using the same level of care as it affords its own Confidential Information, but in any event, at least reasonable care. Without the prior written consent of the disclosing party, the party receiving the Confidential Information of the other party will not use or disclose and will use its best efforts to cause its employees and representatives not to use or disclose to any other person or entity any Confidential Information, except as and only to the extent necessary to: (a) perform its duties under this Agreement; (b) obtain any required governmental approvals; or (c) comply with laws or as otherwise required by a court of competent jurisdiction after giving reasonable notice to disclose.
- 8.4. During the term of this Agreement and for one (1) year following the termination you will not solicit, hire, contract with or retain any of Vendasta's directors, officers, employees, or assignees without Vendasta's prior written consent.
- 8.5. Neither this Agreement nor any of the rights, obligations, or duties of either party can be assigned or delegated to any other entity without the prior written consent of the other, which consent will not to be unreasonably withheld, except that Vendasta may assign all or any part of its rights and obligations hereunder to a subsidiary, affiliate, successor or purchaser of Vendasta.
- 8.6. This Agreement shall be governed by, and construed in accordance with, the laws of the Province of Saskatchewan and all applicable federal laws of Canada. The parties do hereby irrevocably: (a) submit themselves to the exclusive jurisdiction of the courts located in Saskatoon, Saskatchewan for any such disputes; (b) agree to service of such courts' process upon them with respect to any such proceeding; (c) agree the venue shall be in Saskatoon in the Province of Saskatchewan; and (d) consent to service of process by registered mail, return receipt requested.
- 8.7. This Agreement may be executed in one or more counterpart copies. Each counterpart copy shall constitute an agreement and all of the counterpart copies shall constitute one fully executed agreement. This Agreement may be executed on facsimile and/or electronic counterparts. The signature of any party to any counterpart shall be deemed a signature to, and may be appended to, any other counterpart.
- 8.8. This Agreement will constitute the entire Agreement between Vendasta and you with respect to the subject matter hereof and all prior Agreements, representations, and statement with respect to such subject matter are superseded hereby. No failure of either party to exercise or enforce any of its rights under this Agreement will act as a waiver of subsequent breaches; and the waiver of any breach will not act as a waiver of subsequent breaches.