

VisibleThread Affiliate Partner Program Agreement

This Affiliate Program Agreement (the “Agreement”) is a binding agreement between VisibleThread (“VisibleThread”, the “Company”) and you, the business entering into this Agreement, (“Affiliate”), (collectively “the Parties”). This Agreement governs your participation in the VisibleThread Affiliate Program as further described herein (the “Program”).

PLEASE READ THIS AGREEMENT CAREFULLY. IT CONTAINS ARBITRATION PROVISIONS AND LIABILITY LIMITS, AMONG OTHER CLAUSES. 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 AND ITS AFFILIATES TO THIS AGREEMENT, IN WHICH CASE THE TERMS “YOU” OR “YOUR” SHALL REFER TO SUCH ENTITY AND ITS AFFILIATES. IF YOU DO NOT HAVE SUCH AUTHORITY, OR IF YOU DO NOT AGREE WITH THESE TERMS, YOU MUST NOT ACCEPT THIS AGREEMENT AND MAY NOT USE THE PROGRAM. BY ENTERING INTO THIS AGREEMENT, YOU REPRESENT THAT YOU ARE AT LEAST THE AGE OF MAJORITY IN YOUR STATE OR PROVINCE OF RESIDENCE, OR THAT YOU ARE THE AGE OF MAJORITY IN YOUR STATE OR PROVINCE OF RESIDENCE AND YOU HAVE GIVEN US YOUR CONSENT TO ALLOW ANY OF YOUR MINOR DEPENDENTS TO USE THE PROGRAM.

YOU MAY NOT PARTICIPATE IN THE PROGRAM IF YOU DO NOT ACCEPT THIS AGREEMENT. To enrol in the Program the Affiliate must accept the Program terms available on the PartnerStack platform.

- 1. Purpose.** Company is in the business of offering a VT Writer subscription to businesses. Affiliate is in a position to refer prospective customers to Company. This Agreement provides the terms and conditions under which Affiliate will do so as part of the Program.
- 2. Referral Arrangement.** By accepting this Agreement and participating in the Program, Affiliate may, from time to time, refer new prospective customers (the “New Customers”) to Company on a non-exclusive basis. Company will pay Affiliate a Referral Fee for each Successful Referral. A “Successful Referral” occurs where: (a) a New Customer signs up for the VT Writer services as a paid user directly using Affiliate’s dedicated “Affiliate Link” provided by Company and (b) the New Customer converts to a paid user of VT Writer within 30 days following the New Customer’s access to the VT Writer services following the use of the dedicated Affiliate Link to

Company. Further, a referral will only be a “Successful Referral” if the New Customer is not a customer that (i) the Company has already contracted with or contacted about its services or (ii) has already been referred to Company by a third party.

- 3. Referral Fee.** For each New Customer, Company shall pay Affiliate a referral fee based on converting referral to a new paid user of each New Customer that Affiliate refers. For the specific payouts, see here: <https://visiblethread.partnerstack.com/>.
- 4. Payments.** Payments in the VisibleThread Partner Program are handled by PartnerStack (the “Payment Provider”). In order to receive payments under this Agreement, Affiliate must create and maintain an account with Payment Provider in the Payment Provider’s online or app-based dashboard (“Payment Provider Platform”), which is provided pursuant to terms directly between the Payment Provider and Affiliate. Affiliate must keep all information updated and complete within the Payment Provider Platform to receive proper payments. Payments returned due to incorrect payment email addresses or other incorrect information will not be returned. The Payment Provider Platform will reflect payment history to Affiliate, and the parties agree that: (a) the data shown in the Payment Provider Platform will govern payments to be made, subject to Company’s right to correct errors based on its own records and (b) records and payments will be deemed complete, incontestable, and final twelve (12) months after the applicable Successful Referral occurs.
- 5. Relationship of the Parties.** Affiliate is an independent contractor of Company and nothing in this Agreement shall be construed to create any association, partnership, joint venture, employee or agency relationship between the Company and Affiliate for any purpose. Affiliate has no authority (and shall not hold itself out as having authority) to bind Company and Affiliate shall not make any agreements or representations on Company’s behalf. Either Party is solely responsible for paying all of its costs and expenses related to this Agreement.
- 6. Term.** This Agreement shall commence upon the date that Affiliate joins the Program and will continue until otherwise terminated by one of the Parties pursuant to paragraph 8 of the Agreement.
- 7. Confidentiality.** During the course of this Agreement, it may be necessary for either Party to share proprietary and/or confidential information with the other Party, including, but not limited to trade secrets and non-public industry knowledge (the “Confidential Information”). Either Party will not share any Confidential Information with any third party at any time.

Affiliate will also not use any Confidential information for his/her or a third party's personal benefit at any time. This section remains in full force and effect even after termination of the Agreement.

- 8. Termination.** This Agreement may be terminated at any time by: (a) either Party upon 30 days written notice to the other Party or (b) by Company immediately upon notice if Affiliate breaches any provision of this Agreement. If Company terminates the Agreement, payment obligations of the Agreement for Successful Referrals shall survive for a period of one (1) month after termination of the Agreement; provided that Affiliate is only entitled to Referral Fees for New Customers which it has referred to Company through a Successful Referral sent prior to the effective date of termination of the Agreement.
- 9. Representations and Warranties.** Both Parties represent that they are fully authorized to enter into this Agreement and that each Party shall comply with all applicable laws, rules, and regulations and will not violate or infringe upon any third-party rights in its performance of its rights and obligations under this Agreement. Affiliate further represents and warrants that:
 - a. it will comply with all laws, rules, and regulations;
 - b. it will conduct itself in an ethical manner and refer only *bona fide* New Customers to Company. You cannot "self-refer", which means that the affiliate fees will only result in transactions done by other people using your link;
 - c. it will not infringe or otherwise violate any third-party right;
 - d. its website will not be identical, copied in any way, nor will it mirror the look and feel of our site. Affiliate cannot in any way create an impression that its site is Company's website or even mirror a part of Company's website in any manner;
 - e. it will not engage in any behaviour that is fraudulent, abusive or harmful to the site or program at our discretion;
 - f. it may not engage in cookie stuffing or include pop-ups or inaccurate or misleading links on your website. In addition, Affiliate will not attempt to mask the referenced URL information (ie, the page from which the click originated);
 - g. it will not use redirects to bounce a click from a domain that did not originate the click to make it appear as the click came from that domain. If Affiliate is found redirecting links to hide or manipulate the original source, Affiliate referral fees not yet paid by Company will be void and Affiliate's account will get terminated. This doesn't

include using “out” redirects from the same domain where the affiliate link is placed;

- h. it will not send unsolicited bulk-email (spam). Affiliate shall not create advertising sites that contain adult content, pornography, weapons, graphic violence (including any violent video game images), alcohol, drugs, tragedy, transportation accidents, sensitive social issues or gambling, or content that is abusive, profane, hateful, threatening, harmful, abusive, abusive, harassing, or discriminatory (whether by race, ethnicity, religion, religion, sex, sexual orientation, physical disability, or otherwise);
- i. it must only use branded ad copy, content and media provided by Company. Any ad copy, content or media not provided by Company must be approved by Company prior to use.

10. Limitation of Liability. UNDER NO CIRCUMSTANCES WILL COMPANY BE LIABLE TO AFFILIATE OR ANY THIRD PARTY UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER LEGAL OR EQUITABLE THEORY FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT OR SPECIAL DAMAGES WHATSOEVER (INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION AND THE LIKE), WHETHER FORESEEABLE OR UNFORESEEABLE, REGARDLESS OF THE BASIS OF THE CLAIM AND EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. COMPANY WILL HAVE NO LIABILITY FOR THE ACTS OR OMISSIONS OF THE PAYMENT PROVIDER OR THE PAYMENT PROVIDER PLATFORM.

11. Disclaimer of Warranties. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, COMPANY DOES NOT MAKE ANY OTHER REPRESENTATION, WARRANTY, OR GUARANTY, AS TO THE RELIABILITY, TIMELINESS, QUALITY, SUITABILITY, AVAILABILITY, ACCURACY OR COMPLETENESS OF THE PROGRAM PROVIDED OR OFFERED HEREUNDER. EXCEPT AS EXPRESSLY SET FORTH HEREIN, THE PROGRAM IS PROVIDED STRICTLY ON AN “AS IS” BASIS AND ALL CONDITIONS, REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT OF THIRD PARTY RIGHTS OR ANY WARRANTIES ARISING FROM USAGE OF TRADE, COURSE OF DEALING OR COURSE OF PERFORMANCE ARE HEREBY DISCLAIMED TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. IN PARTICULAR, COMPANY DOES NOT MAKE ANY REPRESENTATIONS OR WARRANTIES

REGARDING COMPENSATION OR ANY OTHER BENEFITS THAT AFFILIATE WILL RECEIVE. ALL OF COMPANY'S OBLIGATIONS ARE AS, AND ONLY AS, EXPRESSLY STATED IN THIS AGREEMENT. AFFILIATE HAS NO RESPONSIBILITY TO COMPANY IF REFERRALS DO NOT LEAD TO SUCCESSFUL REFERRALS.

12. FTC Endorsement Compliance: It is the mission of Company to treat all our customers well. In line with this, we require all Affiliates to comply with applicable laws, regulations and guidelines regarding advertising and marketing, including without limitation, the Federal Trade Commission (FTC) Endorsement Guides, which requires disclosure of communications between advertisers and sponsors. This means that all of Affiliate's materials (e.g. emails, websites, blogs) must clearly disclose the fact that you are receiving compensation for referred customers. Company reserves the right to withhold the Referral Fee and terminate the relationship if Affiliate does not comply with any of the foregoing guidelines or other FTC regulations or guidelines that we deem appropriate. VisibleThread reserves the right to permanently withhold the Referral Fees and terminate this agreement if we determine, in our sole discretion, that you do not comply with any of the foregoing guidelines or other FTC regulations or guidelines that we deem appropriate.

13. No License Grant. Nothing in this Agreement shall be construed as granting Affiliate, by implication, estoppel or otherwise, any license or other right under any intellectual property rights of the Company. EXCEPT AS EXPRESSLY PERMITTED HEREUNDER, YOU SHALL NOT AND ARE NOT PERMITTED TO (i) USE THE VisibleThread TRADEMARK, NAME, LOGO OR ANY OF OUR OTHER INTELLECTUAL PROPERTY, INCLUDING WITHOUT LIMITATION, THE LINKS, AND THE LICENSED MATERIALS (COLLECTIVELY, THE "VisibleThread IP") (OR ANY MISSPELLINGS OR VARIATIONS THEREOF OR OTHER TERM OR TERMS SIMILAR TO ANY OF THE FOREGOING) WITHOUT VISIBLETHREADS'S EXPRESS PRIOR WRITTEN PERMISSION; (ii) USE VISIBLETHREAD IP IN A DOMAIN OR WEBSITE NAME, IN ANY BIDS FOR KEYWORDS OR GOOGLE ADWORDS (OR SIMILAR PROGRAMS AT OTHER SEARCH ENGINES), IN ANY SEARCH ENGINE ADVERTISING (PAID OR OTHERWISE), IN ANY METATAGS, GOOGLE ADWORDS (OR SIMILAR PROGRAMS AT OTHER SEARCH ENGINES), SEARCH TERMS, KEYWORDS, CODE, OR ADVERTISING; (iii) ACT IN ANY WAY THAT CAUSES OR COULD CAUSE, CREATES OR COULD CREATE AN "INITIAL INTEREST CONFUSION" OVER THE USE OF VISIBLETHREAD IP ON THE INTERNET OR IN ANY SEARCH ENGINE ADVERTISING. YOUR USE OF VISIBLETHREAD IP IN ANY MANNER,

OTHER THAN AS EXPRESSLY PERMITTED HEREUNDER SHALL CONSTITUTE UNLAWFUL INFRINGEMENT OF VISIBLETHREAD'S INTELLECTUAL PROPERTY RIGHTS, AND MAY SUBJECT YOU TO THE CLAIMS FOR DAMAGES (INCLUDING POTENTIAL DAMAGES FOR KNOWING OR WILFUL INFRINGEMENT), AND THE OBLIGATION TO PAY VISIBLETHREADS'S LEGAL COSTS AND FEES IN CONNECTION WITH ANY ACTION OR PROCEEDING IN WHICH VISIBLETHREAD SEEKS TO IMPLEMENT ITS RIGHTS UNDER THIS AGREEMENT OR IN REGARD TO ANY OF VISIBLETHREAD'S INTELLECTUAL PROPERTY RIGHTS.

- 14. Pay-per-click ("PPC") restrictions.** Unless the company first gives you written permission, you agree to abide by the following restrictions:
- a. You may not bid on any of our restricted terms (defined below) for search or content-based campaigns on Google, Bing, Yahoo, Capterra, Facebook or any other such networks.
 - b. "Restricted Terms" is any of the following terms: VisibleThread, VisibleThread LLC, visiblethread.com, <https://visiblethread.com/>, VisibleThread coupon, VisibleThread discount code, VisibleThread discount, VisibleThread promo code, VisibleThread sale, VisibleThread promo, VisibleThread sales, VisibleThread deals.
 - c. You may not use our restricted terms, including any changes or misspellings above, in sequence with any other keywords.
 - d. You may not use our restricted terms as your title, ad copy, display name or display URL. You may not use any of our trademark terms as part of a domain or subdomain for our website.
 - e. You cannot direct links from any PPC advertisement to the site or use redirects that get the same result. Customers should be directed to a genuine page on your website. You cannot bid for any search term in any auction-style PPC advertising program in any way that looks more than us.
 - f. If you will automate your PPC campaigns, it is solely your responsibility to exclude the terms of your trademark from your marketing and related activities and we strongly suggest that you add our trademark terms as negative keywords.

- 15. Social Media Restrictions.** When advertising or promoting the program on Facebook, Twitter, Instagram, YouTube and other social media platforms, you indicate and warrant that you will comply with the following requirements:

- a. You can only promote programs and links on your social media page.

- b. You are prohibited from posting your links on our Facebook, Twitter, Pinterest, or any other company's social media account or page in an effort to convert those links into affiliate sales.
- c. You are prohibited from creating a social media account that includes our trademark in the page name and/or username.

16. Severability. In the event any provision of this Agreement is deemed invalid or unenforceable, in whole or in part, that part shall be severed from the remainder of the Agreement and all other provisions should continue in full force and effect as valid and enforceable.

17. Waiver. The failure by either Party to exercise any right, power or privilege under the terms of this Agreement will not be construed as a waiver of any subsequent or further exercise of that right, power or privilege or the exercise of any other right, power or privilege.

18. Governing Law and Jurisdiction. THIS AGREEMENT WILL BE CONSTRUED IN ACCORDANCE WITH AND EXCLUSIVELY GOVERNED BY THE LAWS OF IRELAND. THE PARTNERS SUBMIT TO THE JURISDICTION OF THE IRISH COURTS FOR THE ENFORCEMENT OF THIS AGREEMENT OR ANY ARBITRATION AWARD OR DECISION ARISING FROM THIS AGREEMENT.

19. No Class Action. Arbitration may only be conducted on an individual, not a class wide, basis. No arbitration proceeding between the Parties may be consolidated with any other arbitration proceeding involving Company and any other person or entity. Each Party shall file and prosecute arbitration proceedings separately and individually in the name of the respective Parties, and not in any representative capacity. Each Party hereby irrevocably waives and agrees not to assert any claim inconsistent with this Section. BY AGREEING TO THIS AGREEMENT, EACH PARTY HEREBY IRREVOCABLY WAIVES ANY RIGHT (i) TO A COURT TRIAL OR (ii) TO SERVE AS A REPRESENTATIVE, AS A PRIVATE ATTORNEY GENERAL, OR IN ANY OTHER REPRESENTATIVE CAPACITY, OR TO PARTICIPATE AS A MEMBER OF A CLASS OF CLAIMANTS, IN ANY LAWSUIT, ARBITRATION OR OTHER PROCEEDING FILED AGAINST COMPANY AND/OR RELATED THIRD PARTIES, EVEN IF ARBITRATION IS NOT REQUIRED UNDER THIS AGREEMENT.

20. Limitations. REGARDLESS OF ANY STATUTE OR LAW TO THE CONTRARY, ANY CLAIM OR CAUSE OF ACTION ARISING OUT OF OR RELATED TO USE OF THE SITE, SERVICES, OR THIS AGREEMENT MUST BE FILED WITHIN ONE (1) YEAR AFTER SUCH CLAIM OR CAUSE OF ACTION ARISES OR IT WILL BE FOREVER BARRED.

21. Assignment. Affiliate shall not assign, transfer, or delegate any of its rights or obligations under this Agreement, in whole or in part, by operation of

law or otherwise, without the prior written consent of the Company. Company may freely assign this Agreement.

22. Notice. Notice to Affiliate may be given by a notification within the Payment Provider Portal and/or email to Affiliate to the address provided to Company. Notice will be effective when given. Notice to Company may be given by email to Company at leslie@visiblethread.com and will be effective when received.

23. Entire Agreement. The Parties acknowledge and agree that this Agreement represents the entire agreement between the Parties, and supersedes all prior agreements related to the Program or any other commission-based program. VisibleThread may amend this Agreement from time to time based on changes to the Program, in which case the new Agreement will supersede prior versions. VisibleThread will notify Affiliate of any material changes affecting its rights through a notification within the Payment Provider Portal and/or email referencing the latest version. The Parties may also document modifications to this Agreement by way of an amendment signed (in ink or electronically) by the Parties.