

AFFILIATE PROGRAM AGREEMENT

This Affiliate Program Agreement (the "Agreement") is made and effective as of [DATE]

BETWEEN: TARGET AUDIENCE INSIGHTS (the "Owner"), a Limited Liability Company (LLC) organized and existing under the laws of Tennessee, with its head office located at: 135 5th Ave. South, Suite 140 Franklin, TN 37064

AND: [RECIPIENT NAME] (the "Recipient"), a [corporation // limited liability company] organized and existing under the laws of the [State/Province] of, with its head office located at: [COMPLETE ADDRESS].

In consideration of the terms and covenants of this agreement, and other valuable consideration, the parties agree as follows:

RECITALS

- a. The name of this affiliate program is the Target Audience Insights Affiliate Program (the "Affiliate Program").
- b. The Recipient represents and warrants to the Owner that the Recipient has read and understands the Owner's Privacy Policies located at www.targetaudienceinsights.com and agrees to the terms set forth therein.
- c. For purposes of this Agreement, the term "Recipient" refers to the individual or legal entity who applies for and is accepted into the Affiliate Program. The term "Owner" refers to the sponsor of the Affiliate Program. The term "Owner's website" refers to the website that Owner maintains at www.targetaudienceinsights.com. The term "Recipient's website" refers to the website or websites, as well as the social media accounts, email campaigns and other marketing channels associated with the website(s), on which the Recipient agrees to place a link to the Owner's website as specified in the Exhibit B hereof. "Merchandise" means all products, merchandise and stock that is offered by the Owner for sale through the Owner's website.

1. AFFILIATE PROGRAM REGISTRATION

- a. To be considered for the Affiliate Program, the Recipient must complete and submit to the Owner an executed copy of this Agreement.
- b. You must provide your full name, valid email address, and any other information requested in order to complete the sign-up process for an Affiliate account.
- c. You must be 18 years or older to join this Program.

2. TERMINATION AFTER ACCEPTANCE

Even after the Owner has accepted the Recipient as an Affiliate Program member, the Owner reserves the absolute right to rescind or terminate the Recipient's affiliate status for any reason in its sole and absolute discretion, including but not limited to the following: (i) if the Recipient's website contains images or content that is not acceptable to Owner or is inconsistent with the image that the Owner wishes to create in association with the Owner's website, (ii) if the recipient's

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website contains any illegal, immoral, repulsive, defamatory, derogatory, harassing, harmful, threatening, obscene, vulgar, pornographic, or racially or ethnically objectionable materials, depicts sexual situations, promotes discrimination on the basis of race, sex, sexual preference, national origin, ethnicity, nationality, disability, or religious preference, or (iii) if the Recipient's site contains any material that appears to Owner to violate any patent, trademark, copyright, trade secret, confidential information, or other property rights of any other party.

3. FINANCIAL RESPONSIBILITIES

The Recipient will be fully responsible for all costs and expenses of maintaining and marketing the Affiliate Program, including but not limited to all costs associated with the creation, hosting, modification, and improvements to the Recipient's website, costs of search engine placement and other Internet marketing, costs of inserting the Owner's links into the Recipient's website, offline marketing costs, postage costs, and all other costs and expenses, and the Recipient hereby holds the Owner harmless from or against the same.

4. NO REPRESENTATIONS REGARDING INCOME POTENTIAL

The Owner makes no representations and warranties regarding potential income that may result from participation in this Affiliate Program and specifically disclaims any and all warranties relative to earning potential from the Recipient affiliate status.

5. RESPONSIBILITY TO LINK TO THE OWNER'S WEBSITE

- a. As an Affiliate Program member, the Recipient will have the obligation to place links on its site directing users to the Owner's website. The Owner will make available to the Recipient button links, text links, and banner advertisements to be placed on the Recipient's website which will direct users to Owner's website via hypertext links. As an Affiliate Program member, the Recipient is given a non-exclusive, limited term license, during the term of the Recipient's active participation as an Affiliate Program member, to utilize the Owner's logo images provided to the Recipient on the Recipient's website.
- b. The Owner makes available to its Affiliates, links, banners, and other information advertising its site to be used subject to the terms of this Agreement. These materials will contain its trademarks and other proprietary property. The Recipient may display these materials on the Recipient's website for the purpose of promoting the Owner's site and participating in this Affiliate Program. If the Recipient discontinues the Affiliate Program or if the Recipient's participation is terminated for any reason, the Recipient will immediately cease using these materials and will delete all such materials from the Recipient's website and from each of Recipient's computer(s). The Recipient must obtain the Owner's approval of all links to the Owner's website that the Recipient places on the Recipient's website. The Recipient will cooperate with the Owner in the establishment and placement of links on the Recipient's website.
- c. The Recipient will only be permitted to use the links that the Owner provides to the Recipient on the website or websites that the Recipient designates on **Schedule B** attached hereto. Any additional websites or entities will require prior written approval by the Owner.

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- d. The Recipient will not modify the links or other materials that the Owner provides to the Recipient or the placement of the links on the Recipient's pages. The Recipient consents to the Owner monitoring the Recipient's website to determine continued compliance with this Agreement.
- e. The Recipient consents to the Owner including information relative to traffic from the Recipient's site in the Owner's reports. This information may be provided to outside parties.
- f. Recipient may not place links to the Owner's website or website content in newsgroups, message boards, unsolicited email and other types of spam, banner networks, counters, chat rooms, guest books, IRC channels or through similar Internet resources.

6. ANTI-SPAM POLICY

The Owner strictly forbids the use of unsolicited commercial email (UCE) or SPAM campaigns. The Owner maintains a "Zero-Tolerance" policy against SPAM, be it direct, a third party or any affiliate of Recipient or similar agent acting on the Recipient's behalf. As such, the Owner reserves the right to terminate any violating Recipient's account or any part thereof, without notice or compensation.

Any Recipient found to be involved in a SPAM/UCE campaign, including flooding newsgroups, distributing messages to recipients that do not want the information or any other abuse contravening UCE legislation will be met as follows:

- a. The Recipient's Affiliate Program account will be closed immediately, without burden of notice or compensation.
- b. Our Privacy Policy becomes null, and all pertinent information will be provided to any investigating authorities or anti-Spam organizations.

7. CUSTOMER SERVICE

The Owner will be responsible for handling all customer inquiries, merchandise orders, customer billing and collection, merchandise shipments relative to customers that enter the Owner's website through the links from the Recipient's website. Pricing of the Owner's merchandise and services is solely within its discretion and the Owner reserves the right to change the pricing structure, terminate any special offers, discontinue merchandise or services, or change the terms under which merchandise or services are offered at any time, without any advanced notice to the Recipient or users accessing the Owner's website. The Owner's sole responsibility to the Recipient in this regard is to track customer orders that occur through links from the Recipient's website and provide reports to the Recipient of the referral fees due to the Recipient as a result thereof. All such reports shall be un-audited. The Owner will have no obligation to provide the Recipient with any specific information relative to any customer, regardless of whether they access the Owner's website through the link from the Recipient's website.

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8. COMPENSATION

- a. Referral fees will be payable to the Recipient based upon a percentage of sales made to users who access the Owner's site through the Recipient's site. Referral fees will be calculated based upon the gross sales price. Referral fees will not be calculated based upon amounts that are attributable to credit card fraud, credits given to customers, bad debt right-off and returned goods. The Owner reserves the right to deduct in subsequent months any referral fees that the Owner paid to Recipient that are for merchandise or services subsequently returned or refunded, or for any other reason if the previous monthly referral fee was overpaid or later subject to reduction.
- b. The percentages to be payable as referral fees hereunder are currently set forth in **Schedule A** at the end of this Agreement. The Owner reserves the right to change and amend the referral fee rate structure at any time, at the Owner's sole discretion.
- c. For the sale of a service to be eligible to earn a referral fee, the customer must click-through a link from Recipient's website, email or other communication to the Owner's website and make a purchase within 90 days of the initial click-through. The referral fees will be paid on any and all purchases made within 365 days (1 year) from initial click-through. There is no right to a referral fee if (i) a user makes initial purchase outside of such 90-day period or (ii) a user later returns to the Owner's site through another link or source other than through the Recipient's website and makes a purchase. All sales made between 90 and 365 calendar days of the most recent visit to the Owner's site through the Recipient's website will (i) be tracked in the Owner's online tracking system and (ii) count towards referral fee calculations.
- d. The Owner will pay a referral fee only upon collection by the Owner. The Recipient has no right to referral fees until the applicable customer has paid the Owner in full. Only purchases that are made through the Owner's online ordering process will count towards referral fee calculations.
- e. Referral fees will be paid to the Recipient on a monthly basis on or about 15 days following the end of the month for amounts received by the Owner during the previous month. The Owner does not guarantee an exact date of calculation of referral fees or payments. All payments will be made via company check sent to the address that the Recipient indicates on **Schedule B**.

9. CUSTOMERS' PROVENANCE

All parties who make purchases through the Owner's website, regardless of whether they may have reached the Owner's website through the link from the Recipient's website, are deemed to be the Owner's customers and not the Recipient's customers relative to the Owner's merchandise and services. The Owner will have the right to contact these customers and send future marketing offers to them. The Recipient will have no right to referral fees on subsequent purchases that may be made by these customers beyond the 365 days. Additionally, all such customers and purchases will be subject to the Owner's policies, procedures, rules and regulations and the Recipient has no right or authority to amend or initiate any different offers relative to the purchase of merchandise or services from the Owner's website. The Owner, however, reserves the right to amend any of its terms, conditions, policies, procedures, pricing, payment policies, collection policies, and all other

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items relative to the Owner's business and sale of merchandise or services at any time in its sole discretion.

10. TRADEMARKS AND COPYRIGHTS

- a. The Recipient will have a non-exclusive, limited term license to use the trademarks, logos, and copyrighted material that the Owner will provide to the Recipient for use solely on the Recipient's website, and any owned social media accounts, email programs and other marketing campaigns associated with said website or websites, that the Recipient indicates on **Schedule B**. The Recipient may only use the images that the Owner specifically makes available to Affiliate Program members. The Recipient may not distribute, reproduce, modify, or amend these images in any way. The Recipient may use these images only for the purposes of promoting the Owner's website and merchandise and services on the Recipient's website in compliance with the Affiliate Program policies and procedures and the terms of this Agreement. The license so granted is subject to complete compliance with all terms and conditions of this Agreement and any policies the Owner may create and amend from time to time regarding the Affiliate Program.
- b. The Recipient will only use such items in the form, size, content, and appearance that the Owner provides to the Recipient. The Recipient is not permitted to modify them. The Recipient agrees to display these items prominently on the Recipient's website and associated marketing channels. These items may only be used if they contain a hypertext link to the Owner's website. This license shall immediately terminate upon the Recipient's termination from the Affiliate Program. The Owner may also terminate this license upon notice to the Recipient in the event that the Recipient's use of these items is contrary to or does not conform with the Owner's standards, such standards to be determined at the Owner's sole and absolute discretion. The Recipient agrees that the Owner retains all right, title and interest in and to all such materials. The Owner will retain all goodwill and other value associated with any of these materials. The Recipient will not gain any trademark, copyright or other proprietary rights to such materials. The Recipient agrees not to take any action that is contrary to or inconsistent with the Owner's rights to these materials. The Recipient will not use these materials in any way that is damaging, defamatory, disparaging, derogatory, or negative to the Owner or that paints the Owner in a false or negative light. The Owner may for any reason revoke the limited license granted hereunder at any time in writing to the Recipient. Upon termination or revocation, the Recipient will immediately cease from any use of this material.
- c. The Recipient is not permitted to use any other proprietary materials, including but not limited to trademarks, copyrights, logos, text, and any other materials that belong to the Owner or to any other party and which may appear on the Owner's website.

11. RESPONSIBILITIES

The Recipient is responsible for all matters pertaining to the Recipient's website including its development, maintenance, operation and placing links on the Recipient's site in compliance with the terms of the Affiliate Program. The Recipient is solely responsible for all items that appear on

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its site and for assuring that such items do not infringe upon or violate the rights of any other party. The Owner is not responsible for any matter pertaining to the Recipient's site or the content thereof and the Recipient holds the Owner harmless and indemnifies the Owner from any and all claims, suits, threats, demands, liabilities, actions, causes of action related in any way to the Recipient's website and business. Such indemnity includes the Owner's costs and attorney fees in defending any such matter. The Recipient represents and warrants to the Owner that its site does not and will not contain any materials that are illegal and that the Recipient's site is not operated for any illegal purpose or in an illegal manner.

The Recipient further agrees to comply with all applicable laws, rules and regulations in connection with the performance of its obligations under this Agreement and that failure to comply therewith shall constitute a material breach of this Agreement for which the Owner may terminate this Agreement immediately.

12. TERM

The effectiveness of this Agreement shall not commence until the Recipient's signature to this Agreement is accepted by the Owner. This Agreement shall remain in full force and effect until terminated by the Recipient or by the Owner. Either the Owner or the Recipient may terminate this Agreement at any time, with or without cause, by giving the other party written notice of termination in compliance with this Agreement. Notices sent hereunder shall be via email to the Recipient at the email address on **Schedule B**. Any and all notices to the Recipient via email at such address shall be deemed to be effective notice to the Recipient for all purposes.

13. TERMINATION

- a. The Recipient will forfeit all right to receive past referral fees that may have accrued to the Recipient if this Agreement is terminated as a result of the Recipient's failure to comply with the terms of this Agreement or any policies and procedures of the Affiliate Program that may be established and amended by the Owner in its discretion from time to time. If this Agreement is terminated for any other reason, the Recipient will have a right to receive its accrued referral fees through the effective date of termination. The Owner has the right to withhold final referral fee payments for sufficient time in order to assure that the amount paid to the Recipient is accurate and not subject to later adjustment for returns or any other reason. If following final payment, the Owner determines that the amount of referral fees that the Recipient were paid in excess of referral fees payable and due to Recipient, as a result of subsequent returns or any other adjustment or reason, the differential shall be a debt from the Recipient to the Owner and the Owner shall have all legal right to receive a refund of such overpaid referral fees from the Recipient.
- b. Upon the termination of this Agreement for any reason, the Recipient will immediately cease use of, and remove from Recipient's website, all links to the Owner's website and images and other materials provided under the Affiliate Program.

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14. MODIFICATIONS

The Owner reserves the right in its sole and absolute discretion, to modify any terms and conditions of the Affiliate Program and the terms and conditions of this Agreement upon notice to the Recipient. Notice of any changes may be given via Email to the Recipient or by posting such changes in the Affiliate Program sections of the Owner's website. Such changes and modifications will take effect upon transmission of Email or posting on the Owner's website. The Recipient may terminate participation in the Affiliate Program in the event that any of these modifications are unacceptable to the Recipient and such termination shall be the Recipient's sole and exclusive remedy. In the event that the Recipient continues to participate in the Affiliate Program following such modifications, the Recipient will be deemed by the Recipient's continued participation to accept any and all such changes.

15. LIABILITIES

- a. THE OWNER HEREBY DISCLAIMS ANY AND ALL WARRANTIES AND LIABILITY RELATED TO ANY DOWNTIME OR FAILURE FOR USERS TO BE ABLE TO ACCESS THE OWNER'S WEBSITE OR TO ACCESS THE OWNER'S WEBSITE USING THE LINK FROM THE RECIPIENT'S WEBSITE. FURTHERMORE, THE OWNER SHALL NOT BE RESPONSIBLE FOR AND HEREBY DISCLAIMS ANY AND ALL WARRANTIES RELATED TO THE OWNER'S WEBSITE, THE AFFILIATE PROGRAM, THE RECIPIENT'S PARTICIPATION IN THE AFFILIATE PROGRAM, THE RECIPIENT'S ABILITY TO MAKE ANY REFERRAL FEES OR OTHERWISE PROFIT THROUGH PARTICIPATION IN THIS AFFILIATE PROGRAM, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF FITNESS FOR ANY PARTICULAR PURPOSE OR MERCHANTABILITY, NON-INFRINGEMENT, OR ANY CLAIM MADE BASED UPON THE OWNER'S COURSE OF DEALING OR USAGE OF TRADE. THE OWNER DOES NOT REPRESENT OR WARRANT THAT THE OWNER'S WEBSITE OR ANY APPLICATION, INCLUDING BUT NOT LIMITED TO ITS LINK TRACKING FEATURES, WILL BE ERROR FREE OR THAT THE OWNER'S WEBSITE OR ANY APPLICATION WILL FUNCTION WITHOUT INTERRUPTION.
- b. THE OWNER SHALL NOT BE RESPONSIBLE FOR ANY DIRECT OR INDIRECT DAMAGES OR LIABILITIES OF ANY NATURE, INCLUDING BUT NOT LIMITED TO INCIDENTAL, CONSEQUENTIAL, INDIRECT, OR SPECIAL DAMAGES, LOSS PROFITS, LOST BUSINESS OPPORTUNITY OR ANY OTHER DAMAGES; REGARDLESS OF WHETHER THE OWNER WAS OR HAS BEEN ADVISED OF THE POSSIBILITY OF THE SAME AND TOOK NO ACTION TO PREVENT THE SAME.
- c. Without limiting the foregoing, the Owner's total liability for any damages arising hereunder shall never exceed the total referral fees paid and payable by the Owner pursuant to the terms hereof.

16. CONFIDENTIALITY

In the event that any information is disclosed to the Recipient through the Recipient participation in the Affiliate Program related in any way to the Owner and its business which the Owner deems to be confidential and proprietary, the Recipient agrees to hold such information in the strictest of confidence and not to disclose such information to any other party or to use any such information for the Recipient's own purposes. Confidential information will include any information regarding

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the Owner's changes or modifications to this Agreement or this Affiliate Program (which the Owner shall have no obligation to make) or any special treatment that the Recipient may receive (which the Owner reserves the right to provide in its sole discretion to any affiliate). Confidential information shall also include any and all information related to the Owner's business, business plans, marketing plans, user statistics, financial information, pricing, profits, membership information, affiliations, sales information, and all other information which the Owner considers to be confidential and proprietary.

17. INDEMNIFICATION

The Recipient hereby indemnifies and holds the Owner, and all of the Owner stockholders, officers, directors, employees, contractors, affiliates, agents, successors and assigns harmless from and against any and all claims, liabilities, damages, actions, causes of action, suits, threats, demands, settlements, including all costs and attorney fees related thereto, that the Owner may incur and which are based in whole or in part upon the Recipient's participation in the Affiliate Program, any claims that any of the Recipient's trademarks and other proprietary material infringe upon the rights of any other party, the Recipient's breach of any term, covenants, condition, representation or warranty contained in this Agreement or any policies of participation in the Affiliate Program, or any claim related directly or indirectly to the Recipient's use, operation or the content of the Recipient's website.

18. GOVERNING LAW

This Agreement shall be interpreted under the laws of state of Tennessee. Any and all legal actions relative hereto shall be in the state and federal courts of Tennessee.

19. RELATIONSHIP OF THE PARTIES

The parties hereto are independent contractors and nothing contained herein shall be interpreted as creating any relationship other than that of independent contracting parties. The parties shall not be construed as being partners, joint ventures, shareholders, employer/employee, agent/servant. The Recipient has no power or authority to bind the Owner to any obligation, agreement, debt or liability. The Recipient shall not hold itself out as an agent or representative of the Owner.

20. NOTICES

Notices to the Owner shall be by certified mail, return receipt requested addressed to the address contained in this Agreement. Notices to the Recipient shall be by email addressed to the email address that the Recipient provided to the Owner on **Schedule B** or by posting such notices on the Affiliate section of the Owner's website. It shall be the Recipients responsibility to check the Affiliate section of the Owner website periodically to monitor all notices set forth thereon.

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21. ASSIGNMENT

This Agreement is only for the benefit of the Recipient. The Recipient shall not have the right to assign this Agreement or any benefits or obligation hereunder to any other party or legal entity. Any attempted assignment shall be void.

22. ENTIRE AGREEMENT

This Agreement sets forth the entire agreement and understanding between the parties with respect to the Affiliate Program and supersedes any and all prior discussions, understandings, agreements, representations, warranties or covenants between the parties related to the Affiliate Program only. This Agreement may only be amended in writing signed by the authorized representative of each of the parties, except as otherwise set forth herein. Any waiver of a breach or default under this Agreement shall not constitute a waiver of any subsequent or other breach or default and shall not serve to modify the agreements set forth herein.

If any provision or term of this Agreement is held to be invalid for any reason, it shall not affect the enforceability of the remainder of this Agreement or any other term or condition of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written under hand and seal.

OWNER

RECIPIENT

Authorized Signature

Authorized Signature

Print Name and Title

Print Name and Title

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SCHEDULE A

REFERRAL FEE RATE STRUCTURE

Tier C	Commission	Tier B	Commission	Tier A	Commission
Annual Units	%	Annual Units	%	Annual Units	%
1 to 5	7%	6 to 15	12%	16+	15%

The referral rate is for all sales purchased within 90 days of initial click-through and the commissions will be paid on any and all purchases made within 365 days (1 year) from initial click-through.

View descriptions of each product at

<https://targetaudienceinsights.com/tai-solutions/>

Questions or comments? Please send to:

partners@targetaudienceinsights.com

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SCHEDULE B (to be filled out via TAI website)

Website(s)	Social Media Account Handles associated with this Website

Contact Information:

Business Name of Affiliate: _____

Primary Contact (First & Last Name): _____

Primary Contact Email Address: _____

Notification Email Address _____

Mailing Address:
