

## **Brand24 Partner Program Agreement (in cooperation with the marketplace platform PartnerStack)**

PLEASE READ THE ENTIRE AGREEMENT.

YOU MAY PRINT THIS PAGE FOR YOUR RECORDS.

This Partner Program Agreement (the “Agreement”) sets out the legally binding terms and conditions of the agreement between you (“Partner” or “you” or “your”) and Brand24 Global Inc. (“Brand24” or “we” or “us” or “our”) regarding your participation in the Brand24 Partner Program (the “Program”).

By checking the box in the registration process, you agree to be bound by the terms and conditions of this Agreement.

We use PartnerStack to keep track of your Partner Account and the Referrals that you send. Your access and use of your PartnerStack account shall be governed by their terms and privacy notice. For further information please check <https://www.partnerstack.com/privacy-policy>.

If you have any questions, please don't hesitate to let us know. We are strong believers in straightforward and honest communication. For quickest results please email us at [help@brand24.com](mailto:help@brand24.com)

### **I. Definitions**

Unless defined elsewhere in the Agreement, capitalized terms set out in the Agreement are defined as follows:

“**Referral Link**” means a link containing a unique Partner ID - an additional information assigned to Partner’s account, which let us know which Partner gets a credit for each sale.

“**Resources**” means any marketing and/or promotional materials provided by Brand24, including but not limited to copyrighted content, banners, images and the Brand24 trademark.

“**Commission**” means the payments Brand24 make to a Partner in return for selling its Services on the terms set out in this Agreement.

“**Net Proceeds**” means the gross proceeds received by Brand24 from the first invoice paid by Referral, less costs and expenses attributable to taxes, fraud, bad debts, and duties.

“**Partner**” means an individual or entity that has signed up for the Partner Program, agreed to the terms of this Agreement and participates in the Program.

“**Partner Account**” means a Brand24 Partner Program account on PartnerStack.

“**Partner Panel**” means a dedicated page for the Partner available at [www.app.partnerstack.com/login](http://www.app.partnerstack.com/login) that allows the Partner to manage their Account, access Resources and monitor their performance under the Program.

“**Referral(s)**” means customer that sign up for a Brand24 account using a Partner’s Referral Link and purchase Brand24 Services.

“**Services**” - means the services supplied by Brand24 on [www.brand24.com](http://www.brand24.com)

### **II. Enrollment in the Brand24 Partner Program**

1. To participate in the Program, you must:
  - a) create a Partner Account and sign up to Brand24's Partner Program;
  - b) be at least 18 years old.
2. Upon completing the registration process for the Program, Brand24 will make available to Partner the following:
  - a) a Referral Link and a possibility to create custom Referral Links;
  - b) access to the Partner Panel where the Partner can manage the Partner's Partner Account; and
  - c) Resources.
3. You agree to always maintain the confidentiality of your login credentials to your Partner Account.
4. You can promote Brand24 via display ads. You are obligated to use our banners or send us yours to approve.
5. You can also promote your own content related to Brand24 via search engines, like websites or blog entries. However, you are not allowed to use the keyword "Brand24".

### **III. Referral and Commission**

1. Brand24 will pay you a Commission equal to 20% of the aggregate Net Proceeds received from first invoice paid to Brand24 by your Referral. Brand24 may establish an individual Commission with you, with mutual consent. If the Commission for a particular calendar month does not exceed 25 USD, we will be entitled to withhold and carry forward such amount to the end of the next calendar month in which the Commission (including any sums carried forward in this way) exceeds 25 USD.
2. The Partner is entitled for the Commission only if the Referral:
  - a) enables cookies in the Referrals browser's settings; and
  - b) follows the Partner's Referral Link to sign up for a Brand24 account; and
  - c) purchase Brand24 Services and remit full payment for it.
3. The Program uses cookies to track the sales generated via the Partner's Referral Link, which expire within 90 days after last click on the link.
4. The Program works on a "last click wins" basis. A partner will receive the Commission if their Referral Link is the last link the Referral clicked on to sign up for a Brand24 account.
5. Commissions are traced through the use of cookies. If it is not possible to track traffic because Referral is using cookie-blocking software, Brand24 is only responsible for paying Commission on sales that can be traced back to the Partner.
6. The Partner will not be entitled to receive any Commission in respect of a Referral who:
  - a) has been introduced in breach of agreement between Brand24 and a Referral;
  - b) makes payment which is subject to a chargeback or which is reversed for any other reason;
  - c) fails any identity or credit checks carried out by Brand24 or on its behalf.
7. Brand24 reserves the right to disqualify the Commission earned through fraudulent or voided transactions. The Commission may be a subject for adjustments for the credit card chargebacks, reversals and refunds and will result in the corresponding Commission amount deducted from the Partner's account balance. If the Commission on the sale has already been paid to the Partner, Brand24 reserves the right to deduct the corresponding Commission amount from the current

Partner's balance or the future Commission or to invoice the Partner for the payment of the remaining debt and the Partner is obligated to pay it within the payment date provided in the invoice. Brand24 may elect to withhold payment for a reasonable time to ensure against cancellations or refunds.

8. Brand24 reserves the right to suspend, terminate, and/or cancel Referrals' accounts referred by the Partner if the Referral breaches any agreement the Referral has with Brand24.

#### **IV. Prohibited Actions**

1. This Agreement will be terminated without notice if, in Brand24's sole discretion, we determine that you have breached any or all of the explicitly prohibited actions below:
  - a) Violating any Partner's responsibilities stated in this Agreement.
  - b) Associating Brand24 brand name and/or Resources with content that is unlawful in any manner, or which is otherwise harmful, threatening, defamatory, obscene, offensive, harassing, sexually explicit, violent, discriminatory, promotes violence or pornography, discrimination based on age, disability, nationality, race, religion, sex or sexual orientation or is otherwise objectionable in Brand24's sole discretion.
  - c) Promoting the Referral Link by providing false or misleading statements and information about Brand24 and its offers.
  - d) Using malware, spyware or any other aggressive advertising or marketing methods.
  - e) Sending multiple similar or identical messages or other promoting materials (spamming).
  - f) Promoting Brand24 via search engines driving traffic directly to [www.brand24.com](http://www.brand24.com) or using "Brand24" keyword.
2. Brand24 reserves the right to:
  - a) review the placement and approve the use of the Referral Links and require a change of the placement or use to comply with the guidelines provided to the Partner. The Partner is obliged to make changes to their website/social media posts and other marketing materials used to promote Brand24, if suggested.
  - b) monitor Partner's marketing channels at any time to determine whether the Partner is following the terms and conditions of this Agreement.
  - c) terminate the Partner's participation in the Program and forfeit of any outstanding Partner's Commission payments earned as a result of the violation of this Agreement.

#### **V. Payouts**

1. Any Commission to which you are entitled will be calculated and paid on a monthly basis. We may pay any Commission due by PayPal, bank transfer, or such other method provided by PartnerStack. You acknowledge and agree that Brand24 and PartnerStack will require certain information (such as, for example, your bank account number or PayPal ID) in order to process your Commission payment.
2. For the avoidance of confusion, you will not be entitled to a Commission for any purchase that you make yourself.

#### **VI. Brand24's responsibilities**

Upon registration we will make available:

- a) Referral Link
- b) Partner Panel, where you will be able to review statements showing the number of customers introduced via Referral Link, trials and subscriptions for Services, as well as payment information associated with the Partner's account;
- c) Resources.

## **VII. Intellectual Property**

1. Brand24 retains all right, title, ownership, and interest in Resources, including any and all copyright, trademark, or other intellectual property rights therein. Nothing in this Agreement will be construed to grant you any right, title or ownership in Content, or in the underlying intellectual property, other than the right to use Resources in accordance with the License, as set forth below.
2. Brand24 hereby grants the Partner a non-exclusive, non-transferable, revocable and a royalty-free license (the "License") to use Brand24's Resources solely for the purpose described in this Agreement. The Partner agrees that all uses of the Resources will be on behalf of Brand24 and the goodwill associated therewith will inure to the sole benefit of Brand24. The term of the License will expire upon the expiration or termination of this Agreement.
3. You may not attempt to register any trademarks, service marks, logos, brand names, trade names, domain names, email addresses and/or slogans similar or confusingly similar to the ones to which Brand24 is entitled, especially with the use of the words Brand24 and Brand24 Global Inc.

## **VIII. Termination**

Unless otherwise specified in the Agreement, either party may terminate this Agreement for any reason at any time, effective immediately upon notice to the other party. Brand24 reserves the right to terminate this Agreement immediately and without notice if Partner breaches the terms of this Agreement. Partner is not entitled to the outstanding Commission if Partner's account is terminated due to a violation of the terms and conditions of this Agreement by the Partner. Upon termination, the License granted to you pursuant to the Program will cease and you will immediately remove all codes and links and cease any and all use of the Resources, our trademarks or any other trade or service marks, trade names or any other items received through or used in connection with such Program.

## **IX. Indemnification**

The Partner hereby agree to indemnify and hold Brand24 and its subsidiaries, employees, affiliates, officers, agents, partners and licensors harmless from and against any and all third party demands, claims, liability, loss, and expense including damage awards, settlement amounts, and reasonable legal fees brought against Brand24 or any of the above mentioned person(s), arising out of, related to or which may arise from breach or alleged breach of this Agreement, license or violation of any third-party rights including without limitation, any intellectual property right, publicity, confidentiality, property or privacy right, violation of any laws, rules, regulations, codes, statutes, ordinances or orders of any

governmental and quasi-governmental authorities, including, without limitation, all regulatory, administrative and legislative authorities; or any misrepresentation made by the Partner.

#### **X. Limitation of Liability**

In no event shall Brand24 be liable for any damages whatsoever, whether direct, indirect, general, special, compensatory, consequential, and/or incidental, arising out of or relating to any Promotion or this Agreement. Nothing contained in this Agreement or in any written or oral communications from Brand24 or its employees or agents shall be construed to make any promise, covenant, warranty, or guaranty, all of which are explicitly disclaimed hereby, contrary to the statements and disclaimers contained in this paragraph.

TO THE GREATEST EXTENT PERMITTED BY LAW, YOU AGREE THAT IN NO EVENT WILL BRAND24 HAVE ANY LIABILITY, CONTINGENT OR OTHERWISE, FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES IN ANY WAY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY PROMOTION, EVEN IF BRAND24 HAS BEEN ADVISED OF THE POSSIBILITY THEREOF, AND REGARDLESS OF THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT, STATUTE, INDEMNITY OR OTHERWISE) UPON WHICH SUCH LIABILITY IS BASED.

In the event that any of the foregoing limitations are deemed to be unenforceable, to the greatest extent permitted by law, you agree that the entire aggregate liability of Brand24 and sole remedy available to you in any case in any way arising out of or relating to this Agreement or the Service shall be limited to monetary damages that in the aggregate may not exceed \$500.00

#### **XI. Limitation of Liability**

In no event will Brand24, its affiliates or any of their respective directors, officers, employees, agents, or content or service providers be liable to you for any direct, indirect, special, incidental, consequential, exemplary or punitive damages, losses or causes of action (whether in contract or tort, including, but not limited to, negligence or otherwise) arising from or in any way related to the use of, or the inability to use, or the performance of the website or the content and materials or functionality on or accessed through the website, including, without limitation, loss of revenue, or anticipated profits, or lost business, data or sales or any other type of damage, tangible or intangible in nature, even if Brand24 or its representative or such individual has been advised of the possibility of such damages. Brand24 is not liable for any kind of loss or damage that may result to the Partner (including, but not limited to, direct, indirect, special, incidental, consequential, exemplary or punitive damages, or any loss of profits or income, or any loss arising out of interruption of the service, termination of this Agreement, and whether in contract or tort (including, but not limited to, negligence) in connection with this Agreement or the Program. In no event will Brand24's liability to you or any third party arising out of or related to the program or this agreement, whether based in contract, negligence, strict liability, tort or other legal or equitable theory, exceed the total commission fees paid to you under this agreement.

## **XII. Applicable Law**

1. If a court of competent jurisdiction declares any provision of this Agreement invalid or unenforceable, the remaining provisions of this Agreement shall remain in full force and effect.
2. Any disputes which fail to settle amicably, shall be settled by the court competent for Brand24.

## **XIII. Confidentiality**

Any information that you are exposed to by virtue of your participation in the Program, which information is not available to the general public, will be considered to be "Confidential Information." You may not disclose any Confidential Information to any person or entity, except where compelled by law, unless you obtain prior written consent for such disclosure from Brand24. You will not use any Confidential Information except to the extent necessary to fulfill the purposes of this Agreement.

## **XIV. Miscellaneous**

1. Any costs related to the participation in the Program are borne solely by the Partner. Brand24 is not obligated or required to pay the Partner any compensation other than the Commission.
2. Brand24 reserves the right at any time to make changes to this Agreement, giving the Partner notice either by email or in the Partner Panel.
3. Partner is responsible for the payment of all taxes and other similar levies applicable to the Commission pursuant to any law or regulation; in particular the Partner will report Commission to their tax authorities as required by applicable law.
4. Brand24 reserves the right to change the Commission rate and Brand24's service or product pricing at any time.
5. We are entering this Agreement as independent contractors, and nothing will be construed to create a partnership, agency, joint venture or employment relationship between you and us.
6. This Agreement sets forth our entire agreement with respect to your participation in the Program.