



Publisher Agreement

This Publisher Agreement (the "Agreement"), effective as of _____, _____ (the "Effective Date"), is entered into by and between _____, having its principal place of business located at _____ ("Company"), and Ifficient, Inc., having a principal place of business located at 12081 W Alameda Pkwy #506 Lakewood, CO 80228 ("Ifficient") (Company and Ifficient may be referred to individually as a "Party," and together as the "Parties").

Definitions. As used herein, the following terms shall have the following definitions.

"Advertiser" shall mean the advertisers, manufacturers and merchants that provide Offers on the Ad Placement.

"Ad Placement" shall mean the ad page container delivery service developed, hosted and maintained by Ifficient through which Users may select Offers from Advertisers after registering on Company's Site(s). The Ad Placement will contain a number of Offers as chosen in the sole discretion of Ifficient.

"Net Revenue" shall mean gross revenue (accepted Leads revenue (minus) – returned Leads revenue) to be paid by Advertisers for Ad Placements, as multiplied by the Revenue Share.

"Lead" means a self-reported consumer data record.

"Offers" shall mean the offers, coupons or other promotional incentives offered by any Advertiser that can be selected by a User on the Ad Placement. At the request of Company and upon reasonable notice, Ifficient may remove any Offers that Company already provides through its Site. Company shall accept all other Offers and/or Advertisers selected by Ifficient. Company must indicate its desire to exclude specific categories or Offers to Ifficient, in writing, at least one (1) business day before such content will be excluded from the Ad Placement.

"Rejected Lead" shall mean a Lead that fails an Ifficient filter or validation and/or a Lead that is never sent to an Advertiser.

"Scrub" or "Return" shall mean a Lead that is originally accepted by an Advertiser and then returned for non-payment in the following month.

"Site" shall mean Company's website(s), solely as identified in Exhibit A.

"Takedown" shall mean a Lead that is sent to an Advertiser and the Advertiser rejects it in real-time.

"User" means an end-user visitor to a Site.

"Valid Registration Fields" shall mean the first name, last name, e-mail address, date of birth, gender, postal address, phone number, IP address and timestamp.

1. **Ifficient's Obligations**

- a. **Lead Generation Services.** Ifficient may provide various Ad Placement services (the "Services") to Company according to, and as set forth in, the written terms attached hereto as Exhibit A, which is incorporated herein and made a part hereof. Company hereby agrees that it shall accept the Services pursuant to the terms and conditions set forth herein.
- b. **Ifficient Technology.** Ifficient is responsible for the maintenance, development and operation of the mid-path and Lead generation Ad Placement technology, proprietary systems and related equipment for the provision of the Services.
- c. **Implementation.** Ifficient is primarily responsible for ensuring the successful enabling and ongoing maintenance and full functionality of the Services on the Site(s).

2. **Company's Obligations**

- a. **Implementation.** Company shall assist Ifficient personnel as necessary to enable and maintain full functionality of the Services on the Site(s). Company is solely responsible for the maintenance, development and operation of its proprietary Site(s) and related technology and equipment.
- b. **Privacy Policy/Privacy Notice.** Company must include a Privacy Policy (as well as any other privacy notice and/or language that is required by Applicable Privacy Laws (as defined below) (collectively, the "Privacy Disclosures")) on any and all Site(s) that host(s) the Ad Placements. The Privacy Disclosures must be clearly and conspicuously linked to from the Site(s). The Privacy Disclosures shall be designed and presented in a way that is easy to read and understandable to an average consumer and shall satisfy the requirements of all Applicable Privacy Laws. Company represents and warrants that the Privacy Disclosures permit third parties, such as Ifficient and its Advertisers, to utilize Lead data collected on the Company Site(s) for marketing purposes. For purposes of this Agreement, "Applicable Privacy Laws" means all statutes, regulations, regulatory guidelines and judicial or administrative holdings or interpretations related to consumer privacy including, but not limited to, the California Consumer Privacy Act, Cal. Civ. Code § § 1798.100 et seq. ("CCPA").
- c. Company acknowledges and agrees that the Ad Placements provided by Ifficient utilize Jornaya's Lead ID and/or Active Prospect's TrustedForm consumer site visit recordation technologies. In light of the foregoing: (i) Company's Privacy Disclosures must contain a prominent disclosure, in plain English, stating that third parties, including Ifficient, employ Jornaya's Lead ID and/or Active Prospect's TrustedForm (collectively, "Site Visit Recordation Technology"), as applicable, in order to record consumers' "prior express consent," as defined in the Telephone Consumer Protection Act (47 USC § 227) and its implementing regulations ("TCPA"), to receive automated calls/texts, as provided on the applicable Company Site(s); (ii) Company must obtain affirmative consent to use Site Visit Recordation Technology from each user prior to Jornaya's Lead ID and/or Active Prospect's TrustedForm recording such user's actions on the applicable Company Site(s) ("Recordation Prior Consent"); (iii) Company must obtain Recordation Prior Consent by including prominent language above a "submit" or other call to action button (collectively, "Submit Button") on each Company Site stating that, by clicking on the Submit Button the user understands and agrees that the Company Site uses Site Visit Recordation Technology to memorialize site visits, including technology provided by third parties, including Jornaya's Lead ID or Active

Prospect's TrustedForm, as applicable; and (iii) Company shall ensure that Jornaya's Lead ID and/or Active Prospect's TrustedForm technology shall not record such user actions on the applicable Company Site unless and until Company has obtained Recordation Prior Consent, as indicated above.

- d. **Children's Online Privacy and Protection Act of 1998 ("COPPA").** If you use the Ifficient Service for any Site directed towards children or governed by COPPA, you will provide prior notice to Ifficient. If Ifficient approves the Site, you will at all times comply with COPPA.
- e. **Deceptive Practices.** Ifficient reserves the right to terminate this Agreement and investigate Publisher for deceptive practices at its sole discretion. Ifficient may use fraud detection tools at its discretion to help in detecting deceptive practices. Upon declaration of fraud by these tools it's understood by Publisher there is no defense to the claim. "Deceptive Practices" for the purposes of this Agreement include, but are not limited to, the following:
- i. Using fake redirects, automated software, fraud, or acting in any way to generate false clicks or leads ("Click Fraud");
 - ii. Generating multiple leads using proxy servers;
 - iii. Using iFrames, hidden frames, or redirects; and/or
 - iv. Any method in which you use the Ifficient Service in attempt to increase your revenue in a dishonest or deceitful way that harms the quality of the Ifficient Service and it's advertisers.
 - v. Blocking or manipulating Ifficient's fraud detection tools.
- f. **Damages.** If Ifficient determines that Publisher has violated any portion of this section 2, Ifficient may withhold payment owed to Publisher in the amount disclosed to Publisher which is specific to non- payment from Ifficient advertisers. Notwithstanding the above, Publisher may recover damages from Ifficient in the event of any claim against Publisher arising from Ifficient's willful misconduct or gross negligence.
- g. **Prohibited Conduct.** Company can only use the Ad Placements/Services on the Site(s) approved by Ifficient in writing, in advance, and in no other locations. Company shall not use ANY "incentivized marketing" or establish, or cause to be established, any promotion that provides any sweepstakes entries, rewards, points or other compensation to be earned in connection with generating Leads, nor create the appearance of incentivized marketing or otherwise attempt to induce consumer Leads through use of any other incentives. Company may not, nor knowingly permit any person to, inflate the amount of Leads through any deceptive or misleading practice or method. In addition, the Site(s) shall not contain and/or promote: (i) sexually explicit materials; (ii) violent, illegal or hate-related speech, ideas or conduct; (iii) discrimination based upon sex, race, religion, age, sexual orientation, nationality, disability or ethnicity; (iv) libelous, defamatory, infringing, false or misleading content, or other content that is contrary to public policy; (v) content that may expose Ifficient and/or its Advertisers to negative publicity; (vi) piracy (of software, videos, audio/music, books, video games, etc.), hacking/cracking/phreaking, emulators/ROMs, or distribution of copyrighted materials; (vii) content that violates the rights of others, such as intellectual property or privacy rights; (viii) activities generally understood as Internet abuse

including, but not limited to, the sending of unsolicited bulk electronic mail; or (ix) content that is otherwise offensive or inappropriate in Ifficient's sole discretion (collectively, "Prohibited Content").

- h. **Consumer Requests.** Company shall utilize the option made available by Ifficient in connection with the Ad Placement to flag/identify, in real-time, any and all Users who have opted-out from the sharing/sale of their personal information. In addition, Company shall immediately notify Ifficient, in writing, of any requests received from any individual whose personal information was provided to/collected by Ifficient in connection with this Agreement, including any requests made pursuant to Applicable Privacy Laws to: (a) disclose the categories or specific pieces of personal information collected, categories of sources from which the personal information was collected, categories of personal information that the business sold and/or the business purpose for the collection or sale of personal information; (b) access any personal information collected; and/or (c) delete any personal information collected. Company shall timely respond to any and all such requests, as required by Applicable Privacy Laws, and provide Ifficient with a copy of each such response.

3. **Lead Generation**

- a. **Services.** In addition to the Services set forth in Exhibit A, the services shall include the following:
- i. **Process.** The Ad Placement will be presented "In process" as set forth on Exhibit A.
- b. **Valid Registration Fields.** If the Company is passing Lead data to the Ifficient Ad Placement, it is required to transfer Valid Registration Fields as required in this Agreement for each User. For purposes of this Agreement, the Lead registration process shall be deemed to include, but not be limited to, sign-ups for and enrollments in websites, newsletters, commerce and shopping accounts or any other method that collects information in exchange for the use of or access to information, goods and/or services.
- c. **Website Transparency.** Company grants Ifficient a fair use right to include Company's name and log in its client lists.
- d. **Fees.** Fees shall be provided as follows:
- i. **Revenue Share Payments for Ifficient Offers.** Ifficient shall pay (the "Payment") Company seventy percent (70%) of the Net Revenue. Within twenty-five (25) days of the end of each calendar month, Ifficient shall calculate and confirm the Net Revenue for the preceding month and pay the applicable amount to Company. Each Payment shall be provided to Company within thirty (30) days of the end of each month. Company shall not be entitled to any Payment resulting from or associated with conduct that is prohibited hereunder.
 - ii. **Reporting.** Ifficient will provide online reporting in addition to a revenue API. Reporting hereunder shall include total number of Leads, Scrubs, Returns, Takedowns and associated gross revenue.
- e. **Proprietary Rights to Information and Data.**

- i. **Ifficient Ownership of Data.** As between Ifficient and Company, Ifficient shall own any and all right, title, and interest in and to (a) the Services and associated Ad Placement technology; (b) all Lead data, as well as User transaction data related to Users' behavior in connection with the Ad Placements, as same is collected by Ifficient, including, analyses compilations, overlays, summaries, service performance evaluation, public reporting requirements, marketing activities, abstracts, or other manipulations of such data; and (c) all intellectual property rights (including, without limitation, copyrights and patent rights) in and to each of the foregoing. Except for Company's right to access and utilize the Services as provided in this Agreement, Company agrees that it has no rights or licenses in or to any of the foregoing.

4. **License**

Company grants to Ifficient a limited, non-exclusive, revocable, royalty-free right and license to use, display and reproduce Company's trademarks, service marks, logos, copyrights and proprietary ad copy on its servers and in such media and collateral materials as Ifficient may elect, with Company verbal or written approval, all for the purpose of promoting the Services as herein contemplated. The license granted hereunder shall terminate upon the expiration or earlier termination of this Agreement. Except for the limited license granted herein, Company retains all proprietary rights in and to all of its intellectual property and its Site(s), and Ifficient retains all proprietary rights in and to all of Ifficient's intellectual property including, but not limited to, the Services and Ad Placements provided herein and all technology developed or used by Ifficient in connection therewith.

5. **Term and Termination**

- a. **Term.** This Agreement shall commence on the Effective Date and shall terminate upon the termination of all Services to be provided hereunder, unless earlier terminated as provided herein. Notwithstanding the foregoing, each Party's obligations hereunder that are continuing in nature shall survive and remain in full force and effect after any termination of this Agreement.
- b. **Termination.** Either Party hereto may terminate this Agreement for any reason upon one (1) business day's prior written notice.

6. **Representations, Warranties and Indemnification**

- a. **Company's Representations and Warranties.** Company represents and warrants that (i) it has full power and authority to enter into this Agreement and will perform its obligations in compliance with the terms set forth herein; (ii) entering into and performance of this Agreement by Company does not violate, conflict with, or result in a material default under any other contract or agreement to which Company is a party, or by which it is bound; (iii) Company's performance hereunder shall comply with all applicable laws, rules and regulations; and (iv) the Site(s) utilized in connection with the Services do not contain or promote any Prohibited Content.
- b. **Ifficient's Representations and Warranties.** Ifficient represents and warrants that (i) it has full power and authority to enter into this Agreement and will perform its obligations in compliance with the terms set forth herein; and (ii) entering into and performance of this

Agreement by Ifficient does not violate, conflict with, or result in a material default under any other contract or agreement to which Ifficient is a party, or by which it is bound.

- c. **Indemnification.** Each Party shall indemnify and hold the other Party harmless from and against any claim, suit or proceeding brought by a third party against the indemnified Party resulting from breach of the indemnifying Party's representations and warranties made herein, and shall pay all damages or settlement amounts awarded by final decree or awarded against the indemnified Party only to the limited extent such amounts are based on such a claim (including payment of reasonable attorneys' fees). The foregoing indemnities shall survive the expiration or termination of this Agreement.

7. **Disclaimer of Warranties.**

EXCEPT AS EXPRESSLY PROVIDED ABOVE, NEITHER PARTY MAKES ANY WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS OF THE SERVICES HEREUNDER FOR A PARTICULAR PURPOSE OR NONINFRINGEMENT. IFFICIENT SHALL NOT BE LIABLE FOR THE CONTENTS OF ANY OFFER. IFFICIENT DOES NOT WARRANT AND SHALL NOT BE LIABLE TO COMPANY OR ANY THIRD PARTY FOR ANY UNAVAILABILITY OR INOPERABILITY OF THE SERVICES, TELECOMMUNICATIONS SYSTEMS OR THE INTERNET, TECHNICAL MALFUNCTION, COMPUTER ERROR, CORRUPTION OR LOSS OF INFORMATION, OR OTHER INJURY, DAMAGE OR DISRUPTION OF ANY KIND.

8. **Limitations of Liability**

OTHER THAN FOR MISAPPROPRIATION OF INTELLECTUAL PROPERTY, IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS, OR LOSS OF BUSINESS OPPORTUNITY, EVEN IF SUCH DAMAGES ARE FORESEEABLE AND WHETHER OR NOT SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY THEREOF. IFFICIENT'S MAXIMUM AGGREGATE LIABILITY HEREUNDER SHALL NOT EXCEED THE TOTAL AMOUNT PAID BY IFFICIENT TO COMPANY UNDER THIS AGREEMENT OR EXHIBIT A DURING THE SIX (6) MONTH PERIOD PRIOR TO THE FIRST DATE ON WHICH THE LIABILITY AROSE.

9. **Confidentiality.**

During the term of this Agreement, and until such time as the Confidential Information (as defined below) is no longer protectable under applicable law, neither Party will use or disclose any Confidential Information of the other Party except as specifically contemplated herein. "Confidential Information" means information that: (a) is sufficiently secret to derive economic value, actual or potential, from not being generally known to other persons who can obtain economic value from its disclosure or use; and (b) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy or confidentiality. Subject to the foregoing, Ifficient's Confidential Information shall include, without limitation, the consumer data associated with the Leads and the Ad Placement/Services-related technology. Confidential Information does not include information that: (i) has been independently developed by the receiving Party without access to the other Party's Confidential Information; (ii) has become publicly known through no breach of this Section 9 by the receiving Party; (iii) has been rightfully received from a third Party authorized to make such disclosure; (iv) has been approved for release in writing by the disclosing Party; or (v) is required to be disclosed by a competent legal or

governmental authority. At the request of the disclosing Party, the receiving Party shall return all of the disclosing Party's Confidential Information to the disclosing Party.

10. **Miscellaneous**

This Agreement shall be governed by the laws of the State of Colorado without regard to its choice of law provisions. The Parties hereby expressly consent to personal and exclusive jurisdiction of the state and federal courts sitting in Denver, Colorado. All notices or reports permitted or required under this Agreement shall be in writing.

This Agreement, together with any Exhibits, contains the entire agreement between the Parties. This Agreement may only be modified in a writing signed by both Parties.

Neither Party will incur any liability to the other Party on account of any loss or damage resulting from any delay or failure to perform all or any part of this Agreement if such delay or failure is caused, in whole or in part, by events, occurrences, or causes beyond the reasonable control and without negligence of the Party whose performance has been delayed, including, without limitation, acts of God, strikes, lockouts, riots, acts of war, acts of terrorism, failures of the Internet or technology systems over which a Party hereto has no control, earthquakes, fire and explosions, but the inability of a Party to meet financial obligations is expressly excluded.

Any waiver of the provisions of this Agreement or of a Party's rights or remedies under this Agreement must be in a signed writing to be effective, and any failure or delay by a Party to enforce the provisions of this Agreement or that Party's rights or remedies at any time will not be construed and will not be deemed to be a waiver of such Party's rights under this Agreement.

The relationship between the Parties hereunder is that of independent contractors and nothing herein will be deemed to create a joint venture, partnership, or agency relationship between the Parties for any purpose.

If any provision contained in this Agreement is determined to be invalid, illegal or unenforceable in any respect under any applicable law, then such provision will be severed and replaced with a new provision that most closely reflects the real intention of the Parties, and the remaining provisions of this Agreement will remain in full force and effect.

Neither Party shall, without the prior written consent of the other Party, assign its rights or delegate its duties under this Agreement, which consent shall not be unreasonably withheld, delayed or conditioned; provided, however, that either Party may, in the event of a merger, acquisition or sale of substantially all of such Party's assets or business (or any substantially similar transaction), assign this Agreement without the consent of the other Party. The provisions of this Agreement shall be binding upon and inure to the benefit of the Parties and their permitted successors and assigns.

All section headings and captions have been inserted for convenience only and shall not affect the interpretation of this Agreement.

Ifficient, Inc.

By:

By:

Name: Vince Villani

Name:

Title: CEO

Title:

Date:

Date:

Exhibit A

Site(s):

Ifficient's Services:

- a. Ad Placement and Advertiser Offer setup.
- b. Recruitment and solicitation of Advertisers to place in Ad Placements.
- c. Delivery of Leads and opt-in registrants to Advertisers.
- d. Collection of any and all Advertiser revenue associated with Leads generated from the Ad Placement.
- e. Ifficient will comply with any and all applicable laws, rules and regulations when performing its obligations hereunder.

Company's Obligations:

- a. Maintain all content and technology associated with the Site(s).
- b. Company is responsible for delivering any and all traffic to the Site(s) and to encourage Users to move through the Ifficient Ad Placement.
- c. Company will comply with any and all applicable laws, rules and regulations when performing its obligations hereunder.
- d. Company will advise Ifficient of any changes of placement to the hosted mid-path Ad Placement prior to implementation.
- e. Company will prominently include the following language on the first page of each Privacy Policy that is included on each Company Site: "By accessing this website and agreeing to this Privacy Policy, you hereby agree to the following Partner Privacy Policy, in its entirety." The term "Partner Privacy Policy" shall be hyperlinked with the following URL: <http://ifficient.com/privacy>.