

This Publisher Program Operating AGREEMENT (the "AGREEMENT") is made and entered into by and between mobileFUSED ("COMPANY"), and Publisher, ("PUBLISHER") the party submitting an application to become a COMPANY PUBLISHER). The terms and conditions contained in this AGREEMENT apply to your participation with ("Publisher Program"). Each Publisher Program offer (an "OFFER") may be for any offering by COMPANY or a third party (each such third party a "Client") and may link to a specific web site for that particular Offer ("Program Web Site"). Furthermore, each Offer may have additional terms and conditions on pages within the Publisher Program and are incorporated as part of this AGREEMENT. By submitting an application or participating in an Offer, you expressly consent to all the terms and conditions of this AGREEMENT.

1. ENROLLMENT IN THE PUBLISHER PROGRAM

You must submit a Publisher Program application from our COMPANY website. You must accurately complete the application to become an PUBLISHER (and provide us with future updates) and not use any aliases or other means to mask your true identity or contact information. After we review your application, we will notify you of your acceptance or rejection to the Publisher Program, generally within two (2) business days. We may accept or reject your application at our sole discretion for any reason.

2. OBLIGATIONS OF THE PARTIES

Subject to our acceptance of you as a PUBLISHER and your continued compliance with the terms and conditions of this AGREEMENT, COMPANY agrees as follows:

- I. We will make available to you via the Publisher Program graphic and textual links to the Program Web Site and/or other creative materials (collectively, the "Links") which you may display on web sites owned or controlled by you, in

emails sent by you and clearly identified as coming from you and in online advertisements (collectively, "Media"). The Links will serve to identify you as a member of our Publisher Program and will establish a link from your Media to the Program Web Site.

- II. We will pay PUBLISHER for each Qualified Action (the "Commission"). A "Qualified Action" means an individual person who:
 - a. Accesses the Program Web Site via the Link, where the Link is the last link to the Program Web Site,
 - b. Is not a computer generated user, such as a robot, spider, computer script or other automated, artificial or fraudulent method to appear like an individual, real live person.
 - c. Is not using pre-populated fields
 - d. Completes all of the information required for such action within the time period allowed by COMPANY and
 - e. Is not later determined by COMPANY to be fraudulent, incomplete, unqualified or a duplicate.
- III. We will pay you any Commissions earned monthly, provided that your account is currently greater than \$100. Accounts with a balance of less than \$100 will roll over to the next month, and will continue to roll over monthly until \$100 is reached. We reserve the right to charge back to your account any previously paid Qualified Actions that are later determined to have not met the requirements to be a Qualified Action.
- IV. Payment for Commissions is dependent upon Clients providing such funds to the COMPANY, and therefore, you agree that the COMPANY shall only be liable to you for Commissions to the extent that COMPANY has received such

funds from the Clients. You hereby release COMPANY from any claim for Commissions if COMPANY has not received such funds from the Clients.

- V. COMPANY shall automatically generate an invoice on behalf of PUBLISHER for all Commissions payable under this AGREEMENT and shall remit payment to PUBLISHER based upon that invoice. All tracking of Links and determinations of Qualified Actions and Commissions shall be made by COMPANY in its sole discretion. In the event that PUBLISHER disputes in good faith any portion of an invoice, PUBLISHER must submit that dispute to COMPANY in writing and in sufficient detail within thirty (30) days of the date on the invoice. If PUBLISHER does not dispute the invoice as set forth herein, then PUBLISHER agrees that it irrevocably waives any claims based upon that invoice. In the event that PUBLISHER is also tracking Qualified Actions and PUBLISHER claims a discrepancy, PUBLISHER must provide COMPANY with PUBLISHER's reports within three (3) days after 30th day of the calendar month, and if the COMPANY and the PUBLISHER's reported statistics vary by more than 10% and COMPANY reasonably determines that PUBLISHER has used generally accepted industry methods to track Qualified Actions, then COMPANY and PUBLISHER agree to make a good faith effort to arrive at a reconciliation. If the parties are unable to arrive at a reconciliation, then the COMPANY'S numbers shall govern.
- VI. If PUBLISHER has an outstanding balance due to the COMPANY under this AGREEMENT or any other AGREEMENT between the PUBLISHER and the COMPANY, whether or not related to the Publisher Program, PUBLISHER agrees that the COMPANY may offset any such amounts due to COMPANY from amounts payable to PUBLISHER under this AGREEMENT.

PUBLISHER also agrees to:

- I. Have sole responsibility for the development, operation, and maintenance of, and all content on or linked to, your Media.
- II. Ensure that all materials posted on your Media or otherwise used in connection with the Publisher Program:
 - a. Are not illegal,
 - b. Do not infringe upon the intellectual property or personal rights of any third party and
 - c. Do not contain or link to any material which is harmful, threatening, defamatory, obscene, sexually explicit, harassing, promotes violence, promotes discrimination (whether based on sex, religion, race, ethnicity, nationality, disability or age), promotes illegal activities (such as gambling), contains profanity or otherwise contains materials that the COMPANY informs you that it considers objectionable (collectively, "Objectionable Content").
- III. Not make any representations, warranties or other statements concerning the COMPANY or Client or any of their respective products or services, except as expressly authorized herein.
- IV. Make sure that your Media does not copy or resemble the look and feel of the Program Web Site or create the impression that your Media is endorsed by the COMPANY or Clients or a part of the Program Web Site, without prior written permission from the COMPANY.
- V. Comply with all
 - a. Obligations, requirements and restrictions under this AGREEMENT and

- b. Laws, rules and regulations as they relate to your business, your Media or your use of the Links.
- VI. Comply with the terms, conditions, guidelines and policies of any third party services used by PUBLISHER in connection with the Publisher Program, including but not limited to, email providers, social networking services and ad networks.
- VII. Always prominently post and make available to end-users, including prior to the collection of any personally identifiable information, a privacy policy in compliance with all applicable laws that clearly and thoroughly discloses all information collection, use and sharing practices, including providing for the collection of such personally identifiable information in connection with the Publisher Program and the provision of such personally identifiable information to COMPANY and Clients for use as intended by COMPANY and Clients.
- VIII. Always prominently post and make available to end-users any terms and conditions in connection with the Offer set forth by the COMPANY or Client, or as required by applicable laws regarding such Offers.
- IX. Make sure to not place COMPANY ads on any online auction platform (i.e. eBay, Amazon, etc).

The following additional program-specific terms shall apply to any promotional programs set forth below:

- I. Email Campaigns. For all email campaigns, the PUBLISHER must download the "Suppression List" from the Offers section of the COMPANY website. PUBLISHER shall filter its email list by removing any entries appearing on the Suppression List and will only send emails to the remaining addresses on its email list. The COMPANY will provide an opt-out method in all Links, however, if any opt-out

requests come directly to PUBLISHER, PUBLISHER shall immediately forward them to COMPANY at info@mobilefused.com. PUBLISHER's emails containing the Links may not include any content other than the Links, except as required by applicable law.

- a. PUBLISHER agrees that failure to download the Suppression List and remove all emails from the database before mailing may result in Commission withholdings, removal or suspension from all or part of the PUBLISHER Program, possible legal action and any other rights or remedies available to COMPANY pursuant to this AGREEMENT or otherwise. PUBLISHER further agrees that it will not mail or market to any suppression files generated through the COMPANY network, and that doing so may result in Commission withholdings, removal or suspension from the PUBLISHER Program, possible legal action and any other rights or remedies available to COMPANY pursuant to this AGREEMENT or otherwise.
- II. Advertising Campaigns. No Links can appear to be associated with or be positioned on chat rooms or bulletin boards unless otherwise agreed by the COMPANY in writing. Any pop-ups/unders used for the PUBLISHER Program shall be clearly identified as the PUBLISHER served in the title bar of the window and any client-side ad serving software used by PUBLISHER shall only have been installed on an end-user's computer if the function of the software is clearly disclosed to end-users prior to installation, the installation is pursuant to an affirmatively accepted and plain-English end user license AGREEMENT and the software be easily removed according to generally accepted methods.

III. PUBLISHER Network Campaigns. For all PUBLISHER's that maintain their own PUBLISHER networks, PUBLISHER agrees to place the Links in its PUBLISHER network (the "Network") for access and use by those Publishers in the PUBLISHER's Network (each a "Third Party PUBLISHER"). PUBLISHER agrees that it will expressly forbid any Third Party Publisher to modify the Links in any way. PUBLISHER agrees to maintain its Network according to the highest industry standards. PUBLISHER shall not permit any party to be a Third Party Publisher whose web site or business model involves content containing Objectionable Content. All Third Party Publishers must be in good standing with PUBLISHER. PUBLISHER must require and confirm that all Third Party Publishers affirmatively accept, through verifiable means, this AGREEMENT prior to obtaining access to the Links. PUBLISHER shall promptly terminate any Third Party Publisher who takes, or could reasonably be expected to take, any action that violates the terms and conditions of this AGREEMENT. In the event that either party suspects any wrongdoing by a Third Party Publisher with respect to the Links, PUBLISHER shall promptly disclose to COMPANY the identity and contact information for such Third Party Publisher. PUBLISHER shall promptly remove any Third Party Publisher from the PUBLISHER Program and terminate their access to future Offers of the COMPANY in the Network upon written notice from the COMPANY. Unless the COMPANY has been provided with all truthful and complete contact information for a Third Party Publisher and such Third Party Publisher has affirmatively accepted this AGREEMENT as recorded by the COMPANY, PUBLISHER shall remain liable for all acts or omissions of any Third Party Publisher.

3. CONFIDENTIALITY

Except as otherwise provided in this AGREEMENT or with the consent of the COMPANY, PUBLISHER agrees that all information, including, without limitation, the terms of this AGREEMENT, business and financial information, customer and vendor lists, and pricing and sales information, concerning us or any of our PUBLISHERs provided by or on behalf of any of them shall remain strictly confidential and secret and shall not be utilized, directly or indirectly, by you for any purpose other than your participation in the PUBLISHER Program, except and solely to the extent that any such information is generally known or available to the public through a source other than the PUBLISHER. The PUBLISHER shall not use any information obtained from the PUBLISHER Program to develop, enhance or operate a service that competes with the PUBLISHER Program, or assist another party to do the same.

4. LIMITED LICENSE & INTELLECTUAL PROPERTY

We grant you a nonexclusive, nontransferable, revocable right to use the Links and to access our web site through the Links solely in accordance with the terms of this AGREEMENT, for the sole purpose of identifying your Media as a participant in the Publisher Program and assisting in increasing sales through the Program Web Site.

You may not alter, modify, manipulate or create derivative works of the Links or any COMPANY graphics, creative, copy or other materials owned by, or licensed to, COMPANY in any way. You are only entitled to use the Links to the extent that you are a member in good standing of the PUBLISHER Program. We may revoke your license anytime by giving you written notice. Except as expressly stated herein, nothing in this AGREEMENT is intended to grant you any rights to any the COMPANY trademarks, service marks, copyrights, patents or trade secrets. You agree that COMPANY may use any suggestion, comment or recommendation you choose to provide to COMPANY

without compensation. All rights not expressly granted in this AGREEMENT are reserved by Mobile Fused.

5. TERMINATION

THIS AGREEMENT SHALL COMMENCE ON THE DATE OF OUR APPROVAL OF YOUR PUBLISHER PROGRAM APPLICATION AND SHALL CONTINUE THEREAFTER UNTIL TERMINATED AS PROVIDED HEREIN. YOU MAY TERMINATE YOUR PARTICIPATION IN THE PUBLISHER PROGRAM AT ANY TIME BY REMOVING ALL LINKS FROM YOUR MEDIA, DELETING ALL COPIES OF THE LINKS. THE COMPANY MAY TERMINATE YOUR PARTICIPATION IN ONE OR MORE OFFERS OR TERMINATE THIS AGREEMENT AT ANY TIME AND FOR ANY REASON WHICH WE DEEM APPROPRIATE WITH OR WITHOUT PRIOR NOTICE TO YOU BY DISABLING THE LINKS OR PROVIDING YOU WITH A WRITTEN NOTICE. UPON TERMINATION OF YOUR PARTICIPATION IN ONE OR MORE OFFERS OR THIS AGREEMENT FOR ANY REASON, YOU WILL IMMEDIATELY CEASE ALL USE OF AND DELETE ALL LINKS, PLUS ALL COMPANY OR CLIENT INTELLECTUAL PROPERTY, AND WILL CEASE REPRESENTING YOURSELF AS A COMPANY OR CLIENT PUBLISHER FOR SUCH ONE OR MORE OFFERS. ALL RIGHTS TO VALIDLY ACCRUED PAYMENTS, CAUSES OF ACTION AND ANY PROVISIONS, WHICH BY THEIR TERMS ARE INTENDED TO SURVIVE TERMINATION, SHALL SURVIVE ANY TERMINATION.

6. REMEDIES

In addition to any other rights and remedies available to us under this AGREEMENT COMPANY reserves the right to delete any actions submitted through your Links and withhold and freeze any unpaid Commissions or charge back paid Commissions to your account if:

- A. The COMPANY determines that you have violated this AGREEMENT,
- B. The COMPANY receives any complaints about your participation in the PUBLISHER Program which COMPANY reasonably believes to violate this AGREEMENT or
- C. Any Qualified Action is later determined to have not met the requirements set forth in this AGREEMENT or on the PUBLISHER Program.

Such withholding or freezing of Commissions, or charge backs for paid Commissions, shall be without regard as to whether or not such Commissions were earned as a result of such breach. In the event of a material breach of this AGREEMENT, COMPANY reserves the right to disclose your identity and contact information to appropriate law enforcement or regulatory authorities or any third party that has been directly damaged by your actions.

7. ANTI-SPAM POLICY

You must strictly comply with the federal CAN-SPAM Act of 2003 (the "ACT"). All emails sent in connection with the PUBLISHER Program must include the appropriate party's opt-out link. From time to time, we may request - prior to your sending emails containing linking or referencing the PUBLISHER Program that you submit the final version of your email to COMPANY for approval by sending it to your COMPANY representative and upon receiving written approval from COMPANY of your email the email may be transmitted to third parties. It is solely your obligation to ensure that the email complies with the ACT. You agree not to rely upon the COMPANY approval of your email for compliance with the ACT, or assert any claim that you are in compliance with the ACT based upon the COMPANY approval.

8. FRAUD

You are expressly prohibited from using any persons, means, devices or arrangements to commit fraud, violate any applicable law, interfere with other Publishers or falsify information in connection with referrals through the Links or the generation of Commissions or exceed your permitted access to the PUBLISHER Program. Such acts include, but are in no way limited to, using automated means to increase the number of clicks through the Links or completion of any required information, using spyware, using stealware, cookie-stuffing and other deceptive acts or click-fraud. COMPANY shall make all determinations about fraudulent activity in its sole discretion.

9. REPRESENTATIONS AND WARRANTIES

You hereby represent and warrant that this AGREEMENT constitutes your legal, valid, and binding obligation, enforceable against you in accordance with its terms and that you have the authority to enter into this AGREEMENT. Subject to the other terms and conditions of this AGREEMENT, COMPANY represents and warrants that it shall not knowingly violate any law, rule or regulation which is applicable to the COMPANY's own business operations or the COMPANY's proprietary products or services.

10. MODIFICATIONS

In addition to any notice permitted to be given under this AGREEMENT, we may modify any of the terms and conditions of this AGREEMENT at any time by providing you with a notification by email. The changes will become effective ten (10) business days after such notice. If the modifications are unacceptable to you, you may terminate this AGREEMENT without penalty solely on the account of such termination within such ten (10) business day period. Your continued participation in this PUBLISHER Program ten (10) business days after a change notice has been posted will constitute your acceptance of such change. In addition, COMPANY may change, suspend or discontinue any aspect of an

Offer or Link or remove, alter, or modify any tags, text, graphic or banner ad in connection with a Link. PUBLISHER agrees to promptly implement any request from COMPANY to remove, alter or modify any Link, graphic or banner ad that is being used by PUBLISHER as part of the Publisher Program.

11. INDEPENDENT INVESTIGATION

You acknowledge that you have read this AGREEMENT and agree to all its terms and conditions. You have independently evaluated the desirability of participating in the Publisher Program and each Offer and are not relying on any representation, guarantee or statement other than as set forth in this AGREEMENT or on the Publisher Program.

12. MUTUAL INDEMNIFICATION

PUBLISHER hereby agrees to indemnify, defend and hold harmless COMPANY and Clients and their respective subsidiaries, PUBLISHERs, partners and licensors, directors, officers, employees, owners and agents against any and all claims, actions, demands, liabilities, losses, damages, judgments, settlements, costs, and expenses (including reasonable attorneys' fees and costs) based on

- a. any failure or breach of this AGREEMENT, including any representation, warranty, covenant, restriction or obligation made by PUBLISHER herein,
- b. any misuse by PUBLISHER, or by a party under the reasonable control of the PUBLISHER or obtaining access through PUBLISHER, of the Links, Offers or COMPANY or Client intellectual property, or
- c. any claim related to your Media, including but not limited to, the content contained on such Media (except for the Links).

The COMPANY hereby agrees to indemnify, defend and hold harmless PUBLISHER and its subsidiaries, PUBLISHERs, partners, and their respective directors, officers, employees, owners and agents against any and all claims, actions, demands, liabilities, losses, damages, judgments, settlements, costs, and expenses (including reasonable attorneys' fees and costs) based on a claim that COMPANY is not authorized to provide you with the Links.

13. DISCLAIMERS

THE PUBLISHER PROGRAM AND LINKS, AND THE PRODUCTS AND SERVICES PROVIDED IN CONNECTION THEREWITH, ARE PROVIDED TO PUBLISHER "AS IS". EXCEPT AS EXPRESSLY SET FORTH HEREIN, COMPANY EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NONINFRINGEMENT, AND ANY WARRANTIES ARISING OUT OF COURSE OF DEALING, USAGE, OR TRADE. COMPANY DOES NOT WARRANT THAT THE PUBLISHER PROGRAM OR LINKS WILL MEET PUBLISHER'S SPECIFIC REQUIREMENTS OR THAT THE OPERATION OF THE PUBLISHER PROGRAM OR LINKS WILL BE COMPLETELY ERROR-FREE OR UNINTERRUPTED. COMPANY EXPRESSLY DISCLAIMS ANY LIABILITY FOR ANY ACT OR OMISSION OF A CLIENT OR THEIR PRODUCTS OR SERVICES. COMPANY DOES NOT GUARANTEE THAT PUBLISHER WILL EARN ANY SPECIFIC AMOUNT OF COMMISSIONS.

14. LIMITATION OF LIABILITY

IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY UNAVAILABILITY OR INOPERABILITY OF THE LINKS, PROGRAM WEB SITES, TECHNICAL

MALFUNCTION, COMPUTER ERROR, CORRUPTION OR LOSS OF INFORMATION, OR OTHER INJURY, DAMAGE OR DISRUPTION OF ANY KIND BEYOND THE REASONABLE CONTROL OF MOBILE FUSED. IN NO EVENT WILL COMPANY BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PERSONAL INJURY / WRONGFUL DEATH, 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 COMPANY HAS BEEN ADVISED OF THE POSSIBILITY THEREOF. MOBILE FUSED'S CUMULATIVE LIABILITY TO PUBLISHER, FROM ALL CAUSES OF ACTION AND ALL THEORIES OF LIABILITY, WILL BE LIMITED TO AND WILL NOT EXCEED THE AMOUNTS PAID TO PUBLISHER BY COMPANY IN COMMISSIONS DURING THE SIX (6) MONTHS IMMEDIATELY PRIOR TO SUCH CLAIM.

15. GOVERNING LAW & MISCELLANEOUS

PUBLISHER shall be responsible for the payment of all attorney's fees and expenses incurred by COMPANY to enforce the terms of this AGREEMENT. This AGREEMENT contains the entire AGREEMENT between COMPANY and PUBLISHER with respect to the subject matter hereof, and supersedes all prior and/or contemporaneous agreements or understandings, written or oral. PUBLISHER agrees that COMPANY shall not be subject to or bound by any PUBLISHER insertion order or online terms and conditions that amend, conflict with or supplement this AGREEMENT, regardless of whether COMPANY "clicks through" or otherwise indicates its acceptance thereof. PUBLISHER may not assign all or any part of this AGREEMENT without the COMPANY's prior written consent. The COMPANY may assign this AGREEMENT at any time with notice to PUBLISHER. This AGREEMENT will be binding on and will inure to the benefit of the legal

representatives, successors and valid assigns of the parties hereto. The provisions of Section 3, 4(b), 6, 7, 8, 12-15 and any accrued payment obligations shall survive the termination of this AGREEMENT. Except as set forth in the "Modifications" section above, this AGREEMENT may not be modified without the prior written consent of both parties. If any provision of this AGREEMENT is held to be void, invalid or inoperative, the remaining provisions of this AGREEMENT shall continue in effect and the invalid portion of any provision shall be deemed modified to the least degree necessary to remedy such invalidity while retaining the original intent of the parties. Each party to this AGREEMENT is an independent contractor in relation to the other party with respect to all matters arising under this AGREEMENT. Nothing herein shall be deemed to establish a partnership, joint venture, association or employment relationship between the parties. No course of dealing nor any delay in exercising any rights hereunder shall operate as a waiver of any such rights. No waiver of any default or breach shall be deemed a continuing waiver or a waiver of any other breach or default. By submitting and application to Publisher Program, you affirm and acknowledge that you have read this AGREEMENT in its entirety and agree to be bound by all of its terms and conditions. If you do not wish to be bound by this AGREEMENT, you should not submit an application to Publisher Program. If an individual is accessing this AGREEMENT on behalf of a business entity, by doing so, such individual represents that they have the legal capacity and authority to bind such business entity to this AGREEMENT.

This AGREEMENT was last revised on October 1, 2015