

For information purposes only

## KEY TERMS SHEET – TERMS AND CONDITIONS FOR BRANDS

[Guidance Note: This Key Terms Sheet has been prepared to assist a party to understand the Terms and Conditions for Brands (“T&C”). Accordingly, this Key Terms Sheet sets out and explains (at a high-level and in a summary form only) certain provisions contained in the T&C. This Key Terms Sheet does not contain a summary of all of the provisions contained in the T&C and parties should have regard to the underlying T&C.]

#	Key Term	Clause	Explanation
<b>Overview and Specified Key Terms Section</b>			
1.	<b>Fees and Payment</b>	5	Fees are set out in the applicable Order Form. Net 10 payment terms, payable at the beginning of each month. The first month compensation will be pro-rated based on the Effective Date in the Order Form.
2.	<b>Data; Subcontracting</b>	7(c)	<p>AP owns a proprietary software system called APVISION that pulls and aggregates data for performance tracking/reporting (e.g., placement performance of metrics like clicks, revenue, conversion rates; publisher gainers/decliners; zooming in on spend, promo code performance or top creatives), as opposed to any personally identifiable information (“PII”). This will only be applicable for reporting insights in the Growth Operations Plan.</p> <p>AP also outsources back-office support to subcontractors to allow our delivery teams to focus on high impact work for our clients. These subcontractors have signed NDAs and DPAs with AP to ensure due diligence in preventing unauthorized disclosures or infosecurity breaches.</p>
3.	<b>Indemnification</b>	9	When we encounter a third-party claim, for example, of IP infringement, the offending material usually stems from the creative materials provided by the brand to AP, or may be caused by a modification made by an affiliate partner. In the latter scenario, Client should seek indemnification from the affiliate partner or the responsible affiliate network/platform in question.
4.	<b>Term and Termination</b>	11	Term shall be set out in the applicable Order Form. As a general policy, we do not accept termination for convenience clauses because it undermines our business model and devalues the benefits of our services to see a ROI after 6 months. We pre-allocate staffing resources to each Client, thus our Order Forms are tied to a minimum term. 30-day written notice prior to the end of the initial term is required to terminate the Order Form or opt out of the auto-renew.

5.	<b>Non-Solicitation</b>	12	This is a key protection for our resource-based business. Our value creation for clients lies in the hands of our experienced Client Services delivery team members.
6.	<b>Publicity</b>	13(b)	AP will be representing your brand in the affiliate marketplace every day, and as such we require blanket ability to use your name and logo for that purpose. Publishers frequently come to our website looking for programs to join and this forms part of the service we will be providing to your brand.
<b>Partner Programs Addendum</b>			
7.	<b>Clarification of Partner Liability and Relationship to Client</b>	2	As a partner management agency, we work with affiliate platforms/networks to provide our Services. These platforms have a large network of affiliate partners that they work with. We cannot be liable for what these affiliate partners do because we have no legal relationship or direct control over them.
<b>Order Form</b>			
8.	<b>Performance Fee (if applicable)</b>	-	Client shall be invoiced a Performance Fee for Month 1 revenue driven by our Services in Month 2. In Month 3, an adjustment to the Month 3 invoice shall be made to reflect any returns or voids applied to the Month 1 gross affiliate program revenue, such that the final Performance Fee shall be the correct percentage or reflection of affiliate program sales.