

## Storylines Sales Partner Program Terms and Conditions

This document stipulates the terms and conditions entered into between you and Storylines Global, Inc ("SL") as they apply to your application and participation as a *Storylines Sales Partner Program* participant of Storylines Global, Inc. ("Program").

### 1. Program Terms and Conditions.

Your participation in the Program shall be governed by Storylines' Program Terms. We may update these Program Terms at any time without prior notice to you and you will make updates immediately according to any revisions to these guidelines. You agree this agreement can be revoked at any time for any or no reason upon notice by Storylines to you (regardless of termination of this Agreement) and you agree upon receipt of such notice immediately to cease using all Storylines information.

### 2. Enrolment in the Program.

Your enrolment process started upon completion of the online Application form. We may reject your application if, in our sole discretion, we determine for any reason that your site or marketing practices do not comply with the Program Terms or are otherwise unsuitable for the Program. You represent and warrant that: (i) the information submitted in the Application is truthful and accurate; (ii) the person submitting the Application is at least 18 years old; (iii) in the event you are an entity, the person submitting the Application has the full right, power and authority to enter into this Agreement on behalf of such entity; (iv) the execution of this Agreement by such person, and the performance by you of your obligations and duties hereunder, do not and will not violate any agreement to which you are a party or by which you are otherwise bound; and (v) the website provided in your online Application is the principal address of your Web site upon which you desire to place the Storylines website links and information (as defined in Section 4).

### 3. Your Web site.

You may promote Storylines and associated Storylines products and product-related attributes only by means of your Web site(s) provided at your online application as defined in section 2. If you want to promote Storylines through another Web site other than the Web site provided at your online application you shall provide written notice to the Storylines partners email address [sales.partners@storylines.com](mailto:sales.partners@storylines.com). Upon Storylines' written approval you shall amend or add the Web site.

#### 3.1 Responsibility for Your Web site.

You will be solely responsible for the development, operation, and maintenance of, and all costs associated with, your Web site, and for the accuracy, timeliness and appropriateness of all content posted on your site. We disclaim all liability for these matters. Further, you will indemnify and hold us harmless from all claims, damages, and expenses (including, without limitation, attorneys' fees) relating to the development, operation, maintenance, and content of your site. You agree that your Web site shall not engage in any of the unsuitable web site activities listed in Section 3.2, and you understand and agree that Storylines may, at its sole discretion, correct or reverse commissions and/or terminate you from the Program entirely for any violations of these or any other terms of this Agreement.

#### 3.2 Web site Requirements.

Your Web site must:

- Be relevant and professional;
  - Have a professional look-and-feel compatible with Storylines' sites;
  - Employ logical navigation that is not confusing or misleading to the user;
  - Not contain broken images or links;
  - Not include areas that are under construction;
- Not display or provide content that:
  - is offensive to the communities served by your Web site, including but not limited to blatant expressions of bigotry, prejudice, racism, hatred or excessive profanity or post any obscene, lewd, lascivious, filthy, excessively violent, harassing or otherwise objectionable content;
  - contains pornographic material, graphics or content perceived as offensive, defamatory, libelous, obscene, abusive, inflammatory or controversial, including that of a sexual, violent or political nature (including nudity in content or ads);
- Not feature or promote:
  - discrimination of any type, i.e., by imposing any race, sex, religion, nationality, disability, sexual orientation, or age-based criteria;
  - activities involving unusual or extreme risk to life or the environment; illegal or criminal activities;
- Not sell, promote, or advertise in any manner (including through the use of hyperlinks):
  - any products or services that are unlawful in the location at which the content is posted or received;
  - gambling activities, alcohol, tobacco, or any illegal or controlled substance;
- Not violate intellectual property of Storylines or any third party, including through:
  - the use of unauthorized links, domain names, HTML tags, or content containing "Storylines" or any other trademarks owned by Storylines, and any variations, or misspellings thereof;
  - infringing in any way or violate any copyright, patent, trademark, service mark, trade name, trade secret or other intellectual property rights of Storylines or any third party;
- Not post any content that holds Storylines open to public scorn or ridicule;
- Not provide site visitors sales capability outside of the Sites or advertise discounted or specially negotiated Storylines sales pricing;
- Not introduce viruses, worms, harmful code and/or Trojan horses on the Internet;
- Adhere to Data Privacy by:
  - Not using tracking technology that enables correlation of tracking data with personally

identifiable information collected independently by Affiliates from Storylines customers.

- Not posting or disclosing any personally identifying information or private information about children or any third parties without obtaining their consent in a legally sufficient way (or their parents' consent in case of a minor);
- Not require a password or contain other means of restricted access to your site. If you have a member-based site that requires log-in you agree to provide Storylines with a test login.

#### 4. Linking with and Use of Storylines Links.

Where applicable you may use (to the extent provided in Section 6) the electronic graphic artwork, text and corresponding links (collectively the "Storylines Links") found within the website as necessary to participate in the Program.

#### 5. Marketing.

##### 5.1 Marketing Practices.

In order to promote the Storylines Campaigns, you may engage in the following marketing practices that involve:

**Loyalty Programs.** You may promote the Storylines product by means of Loyalty, Rebates, and Cash Back Programs. If you offer special incentives through a loyalty program you need to notify Storylines before doing so.

Restrictions: You are not allowed to promote Storylines via toolbars, browser add-ons, software and/or applications.

**Email Marketing.** You may use integrated email marketing, meaning emails that promote Storylines along with other news or advertiser offers, to promote the *Storylines* products or your participation in the Program. You may not use standalone emails to promote solely *Storylines* products without prior written approval by Storylines.

##### 5.2 Social Media Marketing

You may use social media applications to promote Storylines, including through blogs, forums, newsgroups, message boards, chat rooms, or through similar Internet resources. You may do so only to refer prospects directly to Storylines, not as a means of representing Storylines.

##### 5.3 Social Media Guidelines:

The Social Media Guidelines apply to a partner's use of social media advertising or other forms of online targeted advertising offered by companies like: Facebook, LinkedIn, Instagram, etc.

- Sales Partners may not create social media accounts (such as Facebook Fan pages, Twitter accounts, etc) that include Storylines trademarks.
- 'Like' or 'share' button functionality should not be used by partners to promote Storylines content within the partner's website or mobile site without Storylines permission.
- A hashtag is a tag used on the social network Twitter as a way to annotate a message (Ex: #yourhashtag), and are commonly used to show that a tweet, a Twitter message, is related to an event or conference. Retweeting, using Storylines hashtags, or public messaging Storylines' social forums (twitter handles, blogs, walls) should not be done by

partner's websites, or their owned social media forums, without Storylines' permission.

##### 5.5 Discounts.

You may not promote a higher percentage discount (%) than Storylines' current promotion without the prior written permission of Storylines. If you have a rebate or cash-back site, you must clearly indicate so in your advertising.

##### 5.6 Organic Search Marketing (SEO).

You may optimize your site for SEO. If you have a dedicated Storylines promotional page on your site, you may use *Storylines* trademark terms in your title tag, however only in combination with your own site name, and with the prior approval by Storylines. If you optimize your Meta tags you have to make it clear that your site is not the official [Storylines.com](http://Storylines.com) Site or any of the Sites; Description Tags have to reflect that. You may NOT use "Official Site" in combination with Storylines' trademark terms.

##### 5.7 Acting as a Reseller.

You may not act as a reseller of Storylines products. The Storylines Sales Partner Program is not a reseller program. As a partner, you are authorized to refer and facilitate your buyers in the purchase of a Storylines product; you are not authorized to buy and resell our Products.

##### 5.8 Forced Clicks.

You may not use any HTML code, IFRAME, JavaScript, or other systems to cause a user's computer to invoke a Storylines Link, or to otherwise set a tracking cookie on a user's computer, except at a user's specific request by specifically clicking on a link to Storylines' Sites from your Web site, in one of the specific ways set out under the Permissible Program Links section, above. You may not cause your Web site to invoke Program Links automatically, You may not cause your web page to invoke Program Links in hidden, invisible, or minimally visible windows

##### Spyware and Adware.

- You may not use tracking technology (such as spyware) that enables correlation of tracking data with personally identifiable information;
- You may not use any kind of adware

##### Toolbar, Software, and/or Application Downloads.

You may not use any toolbar, software, and/or application downloads to promote Storylines or your participation in the Program. This includes, without limitation, the following:

- Programs that set invoke partners links and set partners cookies automatically, without user knowledge at the time of link invocation;
- Programs that set invoke partners links and set partners cookies without the user first having visited the partners site;
- Programs that open extra windows displaying, linking to, or framing Storylines' Sites, or that open or frame Storylines Sites in any hidden, invisible, or minimally visible window

#### 6. Limited License to Use Storylines Links.

We grant you a nonexclusive, revocable license to (i) access our Sites through the Links solely in accordance with the Program

Terms; (ii) use Storylines' logos, trade names, trademarks, images, messages and similar identifying material (the "Licensed Materials"), for the sole purpose of promoting the Storylines Campaigns to assist in generating online transactions, and for identifying you as a participant in the Sales Partner Program.

You may not modify the Licensed Materials or any associated code (e.g., HTML) in any way. Except as expressly granted in this Agreement, the Partner shall have no other rights of any kind in regard to the Sites, Storylines' services, Storylines images, messages, codes, trade names and trademarks, and all other intellectual property of Storylines.

#### 7. Qualified Transactions; Policies and Pricing.

We will pay you commissions on sales transactions generated that constitute "Qualifying Transactions". For a transaction to constitute a "Qualifying Transaction", the partner must have been the initial point of contact for the client, and has not had any prior engagement history with Storylines.

##### 7.1 Storylines Sales – Qualified Transactions

A "Qualified Transaction" is a completed sale resulting from a successful contract completion and full payment

- (i) of one or more units that are made available for sale to the general public by Storylines;
- (ii) for which Storylines has received full payment. Once the contract is fully executed, Storylines will calculate the appropriate commission as outlined in the Program terms. Storylines will not pay commissions on any cancelled purchase agreements. For any changes made, Storylines will adjust the commission associated with the original sales contract according to the final sales amount excluding unit customization related charges.

##### 7.2 Policies and Pricing

Clients who purchase a *Storylines* through the Sales Partner Program will be deemed to be customers of Storylines respectively. Accordingly, all Storylines rules, policies, and operating procedures concerning customer service, and purchases will apply to those customers with respect to their transactions.

We may change our policies and operating procedures, including pricing, at any time consistent with applicable laws. Storylines at its sole discretion will determine the prices to be charged for *Storylines* products selected and paid for under the Program in accordance with our own pricing policies.

You may not include price information on your site, unless pricing information is made available through Storylines, or without prior approval by Storylines. Prices and availability of *Storylines* residencies may vary from time to time. Storylines will use commercially reasonable efforts to present accurate information, but we cannot guarantee the availability or price of any particular *Storylines*.

##### 7.3 Commissions

7.3.1 Commissions shall be paid retroactively on net Sales for Qualifying Transactions. Net Sales means the amount actually paid to Storylines for Qualifying Transactions, excluding any

amounts paid for unit customization, or similar fees. All commissions will be paid out at the highest rate you achieve.

Commissions will be adjusted downwards or cancelled in their entirety if (i) the Storylines purchase is cancelled by the buyer prior to closing (ii) Storylines determines that the Storylines purchase for which you received a Commission was made fraudulently including, but not limited to, the use of stolen identity, and any other instances that cause us to cancel a sale; or (iii) Storylines determines that a purchase for which a Commission was made involved actions you took in violation of this Program. Storylines, at its sole discretion and upon notification to you, may prospectively change this method of compensation or add additional methods of compensation.

##### 7.4 Payment of Commissions

We will pay you commissions on an "at closing" basis. You will receive your Commissions within 30 days of final closing/settlement with the presentation of the itemized invoice. If a technical error that resulted in erroneous or over payment is found, you agree to return the misallocated funds. Storylines may choose to adjust Commissions for a particular period of time or for particular types of Storylines promotional Campaigns. Storylines will provide you notice of such Commission changes. Nothing in the foregoing shall limit Storylines' ability to change the minimum Commission contained herein. Consistent with these terms and conditions, Storylines may correct or reverse commissions, both retroactively and proactively, if it determines that you have violated the terms of this Program.

##### 7.5 Liability for Payment

Storylines shall not be liable for any commission to you if Storylines deems that you have engaged in any fraudulent or criminal activity in connection with the Program, or that you have otherwise violated the terms of this Program.

#### 8. Terms and Termination.

The term of this Agreement will begin upon submitting this form and will end when terminated by a party in accordance with this Section. You may terminate this Agreement at any time, with or without cause, by terminating your participation in the Storylines Sales Partner Program and removing all Storylines content from your website. Storylines may terminate this Agreement for convenience upon immediate written notice to the email contact you provide. Upon termination, you shall immediately cease using, displaying or otherwise maintaining any Links.

#### 9. Modification.

We may modify any of the Program Terms at our sole discretion. IF ANY MODIFICATION IS UNACCEPTABLE TO YOU, YOUR ONLY RECOURSE IS TO TERMINATE THIS AGREEMENT. YOUR CONTINUED PARTICIPATION IN THE PROGRAM FOLLOWING OUR NOTIFICATION WILL CONSTITUTE BINDING ACCEPTANCE OF THE MODIFIED PROGRAM TERMS, AS APPLICABLE.

#### 10. Limitation of Liability; Disclaimer; Indemnification.

##### 10.1 Liability.

We will not be liable in any event for indirect, incidental, special or consequential damages (or any loss of revenue, profits,

goodwill or data) arising in connection with this Agreement or the Program, whether or not foreseeable and even if we have been advised of the possibility of such damages.

#### 10.2 Disclaimers.

We make no express or implied warranties or representations with respect to the Storylines Sales Partner Program, *Storylines* residencies sold through the Program (including, without limitation, warranties of fitness, merchantability, non-infringement, or any implied warranties arising out of a course of performance, dealing, or trade usage). In addition, we make no representation that the operation of the Sites will be uninterrupted or error-free, and we will not be liable for the consequences of any interruptions or errors.

#### 10.3 Indemnification.

You agree to defend, indemnify and hold harmless Storylines, its subsidiaries and referrals, and their respective officers, directors, agents, distributors, franchisees and employees against any loss, damage, expense, or cost, including reasonable attorney's fees (including allocated costs for in-house legal services) arising out of any claim, demand, action, suit, investigation, arbitration or other proceeding by a third party ("Liabilities") based on (i) your material breach of any covenant, duty, representation, or warranty of this Agreement, (ii) materials contained on your Web site (including any allegation that such materials infringe a third party's proprietary rights), (iii) any covenant, representation or warranty made by you regarding the Sites or Storylines Services and Products, and (iv) any claims that are otherwise related to your Web site and the content thereon.

#### 11. Confidentiality.

11.1 Confidentiality Obligations. Each party shall hold the Confidential Information of the other in confidence and protect the same with at least the same degree of care, but no less than reasonable care, with which it protects its own most sensitive confidential information.

#### 11.2 Exceptions to Confidentiality Obligations.

Each party's obligations shall not apply to Confidential Information of the other party that was in the public domain prior to the Effective Date or subsequently came into the public domain through no fault of the receiving party.

#### 12. Miscellaneous.

##### 12.1 Survival.

Section 12 shall survive the expiration or termination of this Agreement. Additionally, to the extent this Agreement is not terminated as a result of fraud relating to the Sales Partner Program by you or otherwise as a result of your breach of this Agreement, Storylines' obligation to pay Fees shall survive for so long as is necessary to account for Fees generated from Qualified Products properly registered prior to the date of termination.

##### 12.2 Applicable Law; Jurisdiction.

This Agreement will be governed by the laws of the United States and the state of Florida, without reference to rules governing choice of laws. Any action relating to this Agreement must be brought in the federal or state courts located in Florida and you irrevocably consent to the jurisdiction of such courts.

##### 12.3 Excuse.

Neither party will be liable for or be considered in breach of or default under this Agreement on account of, any delay or failure to perform as required by this Agreement as a result of any causes or conditions which are beyond such party's reasonable control and which such party is unable to overcome by the exercise of reasonable diligence. Both parties will be released from their respective obligations in the event of national emergency, war, prohibitive governmental regulations or if any other cause beyond the reasonable control of the parties renders performance of the agreement impossible whereupon all money due to either of the parties shall be paid immediately and you shall cease to promote the Services and Products immediately.

##### 12.4 Assignment.

You may not assign this Agreement, or any right, interest or benefit under this Agreement, by operation of law or otherwise, without our prior written consent and any such assignment shall be null and void.

##### 12.5 No Waiver.

This Agreement will be binding on, inure to the benefit of, and enforceable against the parties and their respective successors and assigns. Our failure or agreement not to enforce your strict performance of any provision of this Agreement in a given instance will not constitute a waiver of our right to subsequently enforce such provision or any other provision of this Agreement.

##### 12.6 Relationship of Parties.

The parties are independent contractors, and nothing in this Agreement will create any partnership, joint venture, agency, franchise, sales representative, or employment relationship between the parties. You will (a) have no authority to make or accept any offers or representations on our behalf and (b) make no statement, whether on your Web site or otherwise, that reasonably would contradict anything in this Section.

##### 12.7 Acknowledgment.

You acknowledge that you have read this Agreement and agreed to all the terms and conditions. You understand that Storylines may at any time (directly or indirectly) solicit customer referrals on terms that may differ from those contained in this Agreement, and Storylines and its referrals and subsidiaries may operate Web sites that compete with your Web site. You further agree that this document and any invoices arising under it, constitute the complete and exclusive agreement between the parties regarding their subject matter.