

Meticulosity Affiliate Partner Agreement

This is a contract between you (the “Affiliate”) and us (“Meticulosity”). It describes how we will work together and other aspects of our business relationship. It is a legal document so some of the language is necessarily “legalese” but we have tried to make it as readable as possible.

The Marketing Affiliate Program Agreement applies to your participation in our Marketing Affiliate Program (the “Affiliate Program”). These terms are so important that we cannot have you participate in our Affiliate Program unless you agree to them.

Definitions

“Meticulosity Affiliate” means a company owned, operated or controlled by Meticulosity.

“Marketing Affiliate Program” means our marketing affiliate program as described in this Agreement.

“Affiliate Lead” means a customer prospect who clicks on the Affiliate Link that we have made available to you via the Affiliate Tool.

“Affiliate Policies” means the policies applicable to affiliates which we may make available to you from time to time.

“Affiliate Tool” means the tool that we make available to you upon your acceptance into the Affiliate Program and for you to use in order to participate in the Affiliate Program.

"Agreement" means this Marketing Affiliate Program Agreement and all materials referred or linked to in here.

“Commission” means an amount described in the Affiliate Tool (or if applicable, in the Program Policies) for each Customer Transaction.

“Customer” means the authorized actual customer who has purchased or signed up for Meticulosity products or services after being an Affiliate Lead.

“Customer Transactions” means those transactions by Affiliate Leads that are eligible for Commission pursuant to the ‘Customer Transactions’ section of this Agreement. Customer Transactions may include customer purchases or customer signups, as further described in the Affiliate Tool.

"Meticulosity Content" means all information, data, text, messages, software, sound, music, video, photographs, graphics, images, and tags that we incorporate into our services.

“Meticulosity Products” means both the Subscription Service and Other Products.

“Other Products” means those products and services that we offer, which are not included in the Subscription Service (as detailed below); such as development projects, implementation, customization, training, consulting, additional support or other professional services, or fees for third-party products or services.

“Subscription Service” means our month-to-month recurring retainers and/or similar services sold on a monthly basis.

"We", "us", “our”, and “Meticulosity” means Meticulosity Enterprises Inc.

“You” and “Affiliate” means the party, other than Meticulosity, entering into this Agreement and participating in the Affiliate Program.

Non-Exclusivity

This Agreement does not create an exclusive agreement between you and us. Both you and we will have the right to recommend similar products and services of third parties and to work with other parties in connection with the design, sale, installation, implementation and use of similar services and products of third parties.

Affiliate Acceptance

Once you complete an application to become an Affiliate, we will review your application and notify you whether you have been accepted to participate in the Affiliate Program, or not.

If you are accepted to participate in the Affiliate Program, then upon notification of acceptance, the terms and conditions of this Agreement shall apply in full force and effect, until terminated, pursuant to the terms set forth below.

You will comply with the terms and conditions of this Agreement at all times, including any applicable Program Policies.

Customer Transactions

1. Affiliate Program Limits. Each accepted Affiliate Lead will expire after 18 months from the date provided. The start of the Customer’s subscription

is determined by the date of the first payment of the Subscription Service by the Customer.

2. Eligibility. To be eligible for Commission (i) an Affiliate Lead must be accepted and valid in accordance with the 'Acceptance and Validity' section, (ii) a Customer Transaction must have occurred, (iii) a Customer must remain a customer. You are not eligible to receive Commission or any other compensation from us based on transactions for Other Products or if: (i) such compensation is disallowed or limited by federal, state or local law or regulation in the United States or the laws or regulations of your jurisdiction; (ii) the applicable Customer objects to or prohibits such compensation or excludes such compensation from its payments to us or Meticulosity Affiliates; (iii) the Customer has paid or will pay such commissions, referral fees, or other compensation directly to you, (iv) the Commission payment has been obtained by fraudulent means, in violation of any Affiliate Program Policies that we make available to you, or (v) the Customer participates in any of our partner programs and is eligible to receive commission in relation to the Customer Transaction under any of these programs.
3. Acceptance and Validity. You will only be eligible for a Commission payment for any Customer Transactions that derived from Affiliate Lead. An Affiliate Lead will be considered valid and accepted if, in our reasonable determination: (i) it is a new potential customer of ours, and (ii) is not, at the time of submission or sixty (60) days prior, one of our pre-existing customers, or involved in our active sales process. Notwithstanding the foregoing, we may choose not to accept an Affiliate Lead in our reasonable discretion. If an Affiliate Lead does not purchase the Subscription Service within the time period described above, you will not be eligible for a Commission payment, even if the Affiliate Lead decides to purchase after the time period has expired. Once we have received the Affiliate Lead information, we may elect to engage with the prospect directly, regardless of whether or not the Affiliate Lead is valid. If an Affiliate Lead is not valid then we may choose to maintain it in our

database and we may choose to engage with such Affiliate Lead. Any engagement between Meticulosity and an Affiliate Lead will be at Meticulosity's discretion.

4. Commission and Payment. In order to receive payment under this Agreement, you must have: (i) agreed to the terms of this Agreement; (ii) completed all steps necessary to create your account in the Affiliate Tool in accordance with our directions, (iii) have a valid and up-to-date payment method with our payment system Plooto, and such account (iv) completed any and all required tax documentation in order for us to process any payments that may be owed to you.
5. Requirements for Payment: Forfeiture. Notwithstanding the foregoing or anything to the contrary in this Agreement, if any of the requirements set forth in section 4(a)(i-iv) remain outstanding for six (6) months immediately following the close of a Customer Transaction, then your right to receive Commission arising from any and all Customer Transactions with the associated Customer will be forever forfeited (each, a "Forfeited Transaction"). We will have no obligation to pay you Commission associated with a Forfeited Transaction. Once you comply with all of the requirements in section 5(a)(i-iv), then you will be eligible to receive Commission on Customer Transactions, as long as these Customer Transactions do not involve the same Customer associated with a Forfeited Transaction.
6. Commission Payment. We will determine the currency in which we pay the Commission, as well as the applicable conversion rate. We will not pay more than one Commission payment or other similar referral fee on any given Customer Transaction (unless we choose to in our discretion).
7. Taxes. You are responsible for payment of all taxes and fees (including bank fees) applicable to the Commission. All amounts payable by us to you are subject to offset by us against any amounts owed by you to us. Commission Amounts.

Training and Support

We may make available to you, without charge, various webinars and other resources made available as part of our Affiliate Program. If we make such resources available to you, you will encourage your sales representatives and/or other relevant personnel to participate in training and/or other certifications as we recommend and may make available to you from time-to-time. We may change or discontinue any or all parts of the Affiliate Program benefits or offerings at any time without notice.

Trademarks

You grant to us a nonexclusive, nontransferable, royalty-free right to use and display your trademarks, service marks and logos (“Affiliate Marks”) in connection with the Affiliate Program and this Agreement.

During the term of this Agreement, in the event that we make our trademark available to you within the Affiliate Tool, you may use our trademark as long as you follow the usage requirements in this section.

You must: (i) only use the images of our trademark that we make available to you, without altering them in any way; (ii) only use our trademarks in connection with the Affiliate Program and this Agreement; (iii) immediately comply if we request that you discontinue use. You must not: (i) use our trademark in a misleading or disparaging way; (ii) use our trademark in a way that implies we endorse, sponsor or approve of your services or products; or (iii) use our trademark in violation of applicable law or in connection with an obscene, indecent, or unlawful topic or material.

Proprietary Rights

1. Meticulosity’s Proprietary Rights. We retain all ownership rights of our products, services, and customers. You agree not to copy, rent, lease, sell, distribute, or create derivative works based on the Meticulosity Content, or the Meticulosity Products in whole or in part, by any means, except as

expressly authorized in writing by us.

We encourage all customers, affiliates and partners to comment on the Meticulosity Products, provide suggestions for improving them, and vote on suggestions they like. You agree that all such comments and suggestions will be non-confidential and that we own all rights to use and incorporate them into the Meticulosity Products, without payment to you.

Confidentiality

As used herein, “Confidential Information” means all confidential information disclosed by a party (“Disclosing Party”) to the other party (“Receiving Party”), (i) whether orally or in writing, that is designated as confidential, and (ii) Meticulosity customer and prospect information, whether or not otherwise designated as confidential. Confidential Information does not include any information that (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party or (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party. The Receiving Party shall: (i) protect the confidentiality of the Confidential Information of the Disclosing Party using the same degree of care that it uses with its own confidential information, but in no event less than reasonable care, (ii) not use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement, (iii) not disclose Confidential Information of the Disclosing Party to any third party, and (iv) limit access to Confidential Information of the Disclosing Party to its employees, contractors and agents. The Receiving Party may disclose Confidential Information of the Disclosing Party if required to do so under any federal, state, or local law, statute, rule or regulation, subpoena or legal process.

Term and Termination

1. Term. This Agreement will apply for as long as you participate in the Affiliate Program, until terminated.
2. Termination Without Cause. Both you and we may terminate this Agreement on fifteen (15) days written notice to the other party.
3. Termination for Agreement Changes. If we update or replace the terms of this Agreement, you may terminate this Agreement on five (5) days written notice to us, provided that you send us written notice within ten (10) days after we send you notice of the change.
4. Termination for Cause. We may terminate this Agreement: (i) upon thirty (30) days' notice to you of a material breach if such breach remains uncured at the expiration of such period, (ii) upon fifteen (15) days notice to you of non-payment of any amount due to us if such amount remains unpaid at the expiration of such period, (iii) immediately, if you become the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors, (iv) immediately, if you breach the terms applicable to your subscription with us (if you have one), including if you default on your payment obligations to us or our affiliate, or (v) immediately, if we determine that you are acting, or have acted, in a way that has or may negatively reflect on or affect us, our prospects, or our customers.
5. Effects of Expiration/Termination. Expiration of this Agreement, and termination of this Agreement: (i) without cause by us, (ii) by you with cause, (iii) by you according to the 'Termination for Agreement Changes' section, shall not affect our obligation to pay you a Commission, so long as the related payment by the Customer Transaction is recognized by us within thirty (30) days after the date of such termination or expiration and provided that in no event shall you be entitled to payment of Commission under this Agreement if you are eligible to receive a revenue share payment under the Solutions Partner Program Agreement. We will not pay you fees on Customer Transactions recognized by us after thirty (30) days after the date of such termination or expiration set out above.

Provided however, in the event of termination without cause by you, or for cause by us, our obligation to pay and your right to receive any Commission will terminate upon the date of such termination, regardless of whether you would have otherwise been eligible to receive Commission prior to the date of termination. Except as expressly set forth in this section, you are not eligible to receive a Commission payment after expiration or termination of this Agreement. Upon termination or expiration, you will discontinue all use of and delete the Affiliate Tool that we make available to you for your participation in the Affiliate Program. Upon termination or expiration, an Affiliate Lead is not considered valid, and we may choose to maintain it in our database and engage with such a prospect. Upon termination or expiration, you will immediately discontinue all use of our trademark and references to this Affiliate Program from your website(s) and other collateral. For the avoidance of doubt, termination or expiration of this Agreement shall not cause a Customer's subscription agreement to be terminated.

Affiliate Representations and Warranties

You represent and warrant that: (i) you have all sufficient rights and permissions to participate in the Affiliate Program and to provision Meticulosity with Affiliate Lead's for our use in sales and marketing efforts or as otherwise set forth in this Agreement, (ii) your participation in this Affiliate Program will not conflict with any of your existing agreements or arrangements; and (iii) you own or have sufficient rights to use and to grant to us our right to use the Affiliate Marks.

You further represent and warrant that: (i) you will ensure that you are compliant with any trade or regulatory requirements that may apply to your participation in the Affiliate Program ; (ii) you will not purchase ads that direct to your site(s) that could be considered as competing with Meticulosity's own advertising, including, but not limited to, our branded keywords; (iii) you will not participate in cookie stuffing or pop-ups, false or misleading links are strictly

prohibited; and (iv) you will not use any mechanisms to deliver leads other than through an intended consumer. This includes sourcing leads through compilations of personal data such as phonebooks, using fake redirects or other tools or automation devices to generate leads (including but not limited to robots, iframes, or hidden frames), or offering incentives to encourage purchases or signups.

Indemnification

You will indemnify, defend and hold us harmless, at your expense, against any third-party claim, suit, action, or proceeding (each, an "Action") brought against us (and our officers, directors, employees, agents, service providers, licensors, and affiliates) by a third party not affiliated with us to the extent that such Action is based upon or arises out of (a) your participation in the Affiliate Program, (b) our use of the prospect data you provided us, (c) your noncompliance with or breach of this Agreement. We will: notify you in writing within thirty (30) days of our becoming aware of any such claim; give you sole control of the defense or settlement of such a claim; and provide you (at your expense) with any and all information and assistance reasonably requested by you to handle the defense or settlement of the claim. You shall not accept any settlement that (i) imposes an obligation on us; (ii) requires us to make an admission; or (iii) imposes liability not covered by these indemnifications or places restrictions on us without our prior written consent.

Disclaimers; Limitations of Liability

1. Disclaimer of Warranties. WE AND OUR AFFILIATED COMPANIES AND AGENTS MAKE NO REPRESENTATIONS OR WARRANTIES ABOUT THE SUITABILITY, RELIABILITY, AVAILABILITY, TIMELINESS, SECURITY OR ACCURACY OF THE METICULOSITY PRODUCTS, METICULOSITY CONTENT, THE AFFILIATE PROGRAM OR THE AFFILIATE TOOL FOR ANY PURPOSE. APPLICATION PROGRAMMING INTERFACES (APIs) AND THE AFFILIATE TOOL MAY

NOT BE AVAILABLE AT ALL TIMES. TO THE EXTENT PERMITTED BY LAW, THE METICULOSITY PRODUCTS ARE PROVIDED "AS IS" WITHOUT WARRANTY OR CONDITION OF ANY KIND. WE DISCLAIM ALL WARRANTIES AND CONDITIONS OF ANY KIND WITH REGARD TO THE METICULOSITY PRODUCTS AND THE AFFILIATE TOOL INCLUDING ALL IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT.

2. No Indirect Damages. TO THE EXTENT PERMITTED BY LAW, IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY INDIRECT, PUNITIVE, OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS OR BUSINESS OPPORTUNITIES.
3. Limitation of Liability. IF, NOTWITHSTANDING THE OTHER TERMS OF THIS AGREEMENT, WE ARE DETERMINED TO HAVE ANY LIABILITY TO YOU OR ANY THIRD PARTY, THE PARTIES AGREE THAT OUR AGGREGATE LIABILITY WILL BE LIMITED TO THE TOTAL COMMISSION AMOUNTS YOU HAVE ACTUALLY EARNED FOR THE RELATED CUSTOMER TRANSACTIONS IN THE TWELVE MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO A CLAIM.

General

1. Amendment; No Waiver. We may update and change any part or all of this Agreement, including by replacing it in its entirety. If we update or change this Agreement, the updated Agreement will be made available to you via email. The updated Agreement will become effective and binding on the next business day after we have notified you. When we change this Agreement, the "Last Modified" date above will be updated to reflect the date of the most recent version at <https://www.meticulosity.com/affiliate-program-agreement>. We encourage you to review this Agreement periodically. If you don't agree to the update, change or replacement, you can choose to terminate as we

describe above. No delay in exercising any right or remedy or failure to object will be a waiver of such right or remedy or any other right or remedy. A waiver on one occasion will not be a waiver of any right or remedy on any future occasion.

2. Applicable Law. Each Party irrevocably and unconditionally agrees that it will not commence any action, litigation or proceeding of any kind whatsoever against the other Party that arises from or relates to an Order, regardless of legal theory (whether by contract, equity, tort, fraud, under statute or other) in any forum other than the courts of British Columbia and any appellate court thereof. Each Party irrevocably and unconditionally accepts and submits to the exclusive jurisdiction of such courts and agrees to bring any such action, litigation or proceeding only in the courts of British Columbia. Each Party agrees that a final judgment in any such action, litigation or proceeding is conclusive and may be enforced in other jurisdictions by action on the judgment or in any other manner provided by law.

Customer waives any objection based on venue or forum non conveniens with respect to any Claim arising under an Order or in any way connected to or related to or incidental to the dealings of Customer and Meticulosity in respect of an Order or any related transactions, in each case whether now existing or hereafter arising and whether in contract, tort, equity or otherwise.

3. Force Majeure. Neither party will be responsible for failure or delay of performance if caused by: an act of war, hostility, or sabotage; act of God; electrical, internet, or telecommunication outage that is not caused by the obligated party; government restrictions; or other event outside the reasonable control of the obligated party. Each party will use reasonable efforts to mitigate the effect of a force majeure event.
4. Actions Permitted. Except for actions for nonpayment or breach of a party's proprietary rights, no action, regardless of form, arising out of or

relating to this Agreement may be brought by either party more than one (1) year after the cause of action has accrued.

5. Relationship of the Parties. Both you and we agree that no joint venture, partnership, employment, or agency relationship exists between you and us as a result of this Agreement.
6. Compliance with Applicable Laws. You shall comply, and shall ensure that any third parties performing sales or referral activities on your behalf comply, with all applicable foreign and domestic laws (including without limitation export laws and laws applicable to sending of unsolicited email), governmental regulations, ordinances, and judicial administrative orders. You shall not engage in any deceptive, misleading, illegal or unethical marketing activities, or activities that otherwise may be detrimental to us, our customers, or to the public.
7. Severability. If any part of this Agreement is determined to be invalid or unenforceable by applicable law, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of this Agreement will continue in effect.
8. Notices. Notice will be sent to the contact address set forth herein (as such may be changed by notice given to the other party), and will be deemed delivered as of the date of actual receipt.

To Meticulosity Enterprises Inc.: 201-460 Doyle Ave. Kelowna, BC V1Y 1Z9 Canada

To you: your address as provided.

We may give electronic notices specific to you by email to your e-mail address(es) on record in our account information for you. We may give

notice to you by telephone calls to the telephone numbers on record in our account information for you.

9. Entire Agreement. This Agreement is the entire agreement between us for the Affiliate Program and supersedes all other proposals and agreements, whether electronic, oral or written, between us. We object to and reject any additional or different terms proposed by you, including those contained in your purchase order, acceptance or website. Our obligations are not contingent on the delivery of any future functionality or features of the Meticulosity Products or dependent on any oral or written public comments made by us regarding future functionality or features of the Meticulosity Products. It is the express wish of both you and us that this Agreement and all related documents be drawn up in English. We might make versions of this Agreement available in languages other than English. If we do, the English version of this Agreement will govern our relationship and the translated version is provided for convenience only and will not be interpreted to modify the English version of this Agreement.
10. Assignment. You will not assign or transfer this Agreement, including any assignment or transfer by reason of merger, reorganization, sale of all or substantially all of its assets, change of control or operation of law, without our prior written consent. We may assign this Agreement to any affiliate or in the event of merger, reorganization, sale of all or substantially all of our assets, change of control or operation of law.
11. No Third Party Beneficiaries. Nothing in this Agreement, express or implied, is intended to or shall confer upon any person or entity (other than the parties hereto) any right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.
12. Program Policies Page. We may change the Program Policies from time to time. Your participation in the Affiliate Program is subject to the Program Policies, which are incorporated herein by reference

13. No Licenses. We grant to you only the rights and licenses expressly stated in this Agreement, and you receive no other rights or licenses with respect to us, the Meticulosity Products, our trademarks, or any other property or right of ours.
14. Sales by Meticulosity. This Agreement shall in no way limit our right to sell the Meticulosity Products, directly or indirectly, to any current or prospective customers.
15. Authority. Each party represents and warrants to the other that it has full power and authority to enter into this Agreement and that it is binding upon such party and enforceable in accordance with its terms.
16. Survival. The following sections shall survive the expiration or termination of this Agreement: 'Commission and Payment', 'Proprietary Rights', 'Confidentiality', 'Effects of Termination/Expiration', 'Indemnification', 'Disclaimers; Limitation of Liability', 'Non-Solicitation' and 'General'.