

Master Affiliate Program Agreement

By participating in ANY How To Fascinate Affiliate promotions, you agree to the following Master Affiliate Program Agreement (the "Master Agreement"). You also understand our company's general privacy policy and terms of use as listed on our web site. If you do not agree to or understand any of the language in this Agreement don't sign up until you do. We want this to be a "Win-Win" in compliance with all best practices and laws, including FTC and FCC guidelines. All How To Fascinate Affiliates must be 100 % professional, stand by our product guarantees, care for our customers and help us make the world Fascinating. That's why we've been so detailed in this Master Agreement. As we make additional programs and products associated with our promotions we will send additional information related to latest promotions.

Thanks,

-- Sally Hogshead and Ed Normand Fascinate, Inc.

WHAT THIS IS: An Affiliate Program enables authorized Affiliates to earn income by helping us help others through the sale of our How To Fascinate products and services. This is the agreement that spells out how our Affiliate Program works. There is a Master Agreement that sets out the general terms for all Affiliate Programs we have or that we may add. Then for each new or alternative Program we create we add a Program Addendum to the Master that defines the particulars offers and terms for the new programs.

WHAT YOU DO: You read and understand all of this Agreement because you must accept all of the terms and conditions in this Agreement before you can participate in the Program. Next, complete and submit the Affiliate application via the HowToFascinate.com Site. If you are entering into this Agreement on behalf of a company or other legal entity, you represent that you have the authority to bind such entity to this Agreement. You agree that this Agreement is the complete and exclusive statement of our Agreement relating to the Program and supersedes any and all other agreements or understandings relating to the program.

WHAT WE DO: First, we review the Affiliate Application you filled out. Acceptance in the program is up to our sole judgment and criteria. After receipt of the application we will review it and let you know if we accept or reject the Affiliate application. Acceptance is based on a number of factors that in our sole discretion we deem suitable for our Affiliate program. Generally speaking, if your site or business does not fit with our business model or image, we may reject your application. Nothing personal, we just may not be a good fit.

DEFINITIONS: We use some terms in this agreement and they mean as follow: "We", "Us", or "Our" and "Fascinate" and "How To Fascinate" refers to Fascinate, Inc. The term "Affiliate" and "you" means you, the applicant. "HowToFascinate" is our website with a primary home page identified by the URL www.HowToFascinate.com. The term "site" refers to any internet site on the World Wide Web. "Your site" refers to the site that will link to the HowToFascinate.com site as identified in your Program application. "Product" refers to the Fascination Advantage® Assessment and to the other Affiliate Program eligible How To Fascinate Training Products. "Content" refers to Our Trademarks, Copyrighted material, data, images, text, and other things obtained by you from us or from the HowToFascinate.com

Site, our products or materials. "Program" and "Affiliate Program" refers to How To Fascinate Affiliate Program. "Product Link" is a link on your site that sends your contact to our Site.

1. Start of This Agreement: This Agreement starts with our acceptance of your Affiliate application and will end when terminated by either party.

2. Program. This Agreement includes the master Affiliate terms and conditions that will govern each Fascinate Affiliate Program (each, a "Program") described in a Program addendum (each, a "Program Addendum") and that is either attached to or makes reference to this Agreement.

3. Term. This Agreement is effective from the Effective Date until 30 days written notice is given by either party to terminate the Agreement. Either you or we may terminate this Agreement at any time, with or without cause. To terminate, You or We, must give written notice of termination. Upon the termination you will immediately cease use of, and remove from your site, all links to the Affiliate Program, the HowToFascinate.com Site, and all of our trademarks, copy, graphic images, Product links, and logos, and all other materials provided in connection with the Affiliate Program. Affiliate fees are earned only on sales of Affiliate Program Authorized Products that occur prior to termination. Affiliate fees earned up to the termination date are payable only for orders not canceled or returned. We may withhold payment for a reasonable time after termination to account for refunds during the refund period.

4. Affiliate Benefits. Each Program described in a Program Addendum will have specified Fascinate products and services that may be offered in exchange for corresponding fees. Commissions may vary based on Product Type and Affiliate Program. For standard affiliates a 20% commission will be given on Fascination Advantage Products included in the 'Affiliate program. Alternative commission may be given on other sales of products. Commissions are subject to change, and there may be different levels of commissions for different levels of Affiliates, and for sub affiliates for members of the Fascination Advocates Program and for different products. Commissions are calculated quarterly, and to be eligible to receive payment, you must accrue a minimum of \$50.00 in commissions before we issue payment.

5. Earning Commissions.

A. Generally-You earn commissions for Product sales to third parties by:

- i. Affiliates may refer leads through Clicks on their Affiliate Product links.
- ii. Affiliates may register leads at <http://Fascinate.com/leadregistration>.
- iii. Affiliates may Assign a lead for longer term under the Advocates program.
- iv. Fascinate will pay a commission to Affiliate only when a customer is referred through these acceptable methods.

B. Commission Method Specifics-

- i. Affiliate Purchase Click- You earn commissions when the customer purchases via click-through from the Product Link from your site to the HowToFascinate.com Site, and then includes the Product(s) on the HowToFascinate.com shopping cart during a click-through transaction. The transaction ends after the customer orders Our Product through the Product Link. At that same time your customer clicks on your Product link a cookie with your Affiliate information is stored in their browser. This cookie expires after 120 days. For Products sold to or added to a customer's Shopping Cart after the customer has reentered the HowToFascinate.com Site (other than through a Special Link from your site), commissions will be earned or owed during that 120 day period. Purchases after 120 days from the time the Customer accessed Our

Site or 120 days after You registered the customer do not count for commissions even if the customer originally accessed the HowToFascinate.com Site from a Product Link on your site or You originally registered the Lead.

- ii. Lead Registration-You also get credit for sales to a customer registered as Your Lead via Lead Registration. Leads are Assigned to Affiliates according to who registered the Lead on the How To Fascinate Registration page.
- iii. Subsequent Purchases: Subsequent purchases by that same customer earn commissions for You if those transactions are also consummated via the Product Link direct sale, or during the 120 days after a prior purchase through Your Affiliate Product Link or 120 days after Your registration of the Lead.
- iv. Registration by you of another Affiliate creates a SubAffiliate connected to you and you earn commissions on Purchases and sales by SubAffiliates to their customer's Purchases: Subsequent purchases by your Sub Affiliate and those sales by customers of that sub Affiliate earn commissions for You if those transactions are also consummated via the Product Link direct sale, or during the 120 days after a prior purchase through that Sub Affiliate Product Link or 120 days after Your registration of the Affiliate. Sub Affiliate
- v. Subsequent Purchases: Subsequent purchases by that same customer earn commissions for You if those transactions are also consummated via the Product Link direct sale, or during the 120 days after a prior purchase through Your Affiliate Product Link or 120 days after Your registration of the Lead.
- vi. Special arrangements- Members of our Advocates program and other special arrangements can be made upon request for special Affiliate programs or methods. Special circumstances arise only upon written agreement with Fascinate to accommodate Affiliates that have obtained certain Advocate Designation or status or have special product promotion programs. Contact Hello@HowToFascinate for more information on our Affiliates, Sub Affiliates, Affiliate Advocates Program or special arrangements.
- vii. Sub Affiliates are created where you earn commissions by registering customers who then become an Affiliate themselves during the period that they are your customer. In that case you earn an additional Sub Affiliate commission.

6. Tracking The Lead to You: You earn commissions for Leads tracked to your Affiliate Account.

- i. Cookie and Lead Registration Length- A click on Affiliate's Product links will set Affiliate as latest referring Affiliate and will set cookies that expire after 120 days, after which time Affiliate's latest referring Affiliate status will expire.
- ii. Lead Registration will set Affiliate as latest referring Affiliate for 120 days after which time Affiliate's latest referring Affiliate status will expire.
- iii. Leads may be re-registered in order to avoid expiration. Fascinate will not be liable to pay Affiliate a commission for leads that have expired. Advocates may register Affiliates for longer periods in compliance with the Advocates program.

D. Lead Assignments To Affiliates: When a lead progressing through the Fascinate sales cycle reaches a "Sale in Progress" status the lead is locked. The Fascinate Affiliate on record is locked with the lead and

retains the assignment as the latest referring Affiliate until the sale is won or the opportunity is no longer in a “working” stage. New Affiliate assignments for that lead will not be accepted during the lock period.

i. If, at the time a Fascinate Affiliate registers a lead (either through the lead registration process or through a tracking link click), the lead already exists in the Fascinate database, and is not in a “Sale in Progress” stage, the most recent lead registration or Affiliate Product link click will assign the Fascinate Affiliate associated with such lead registration or tracking link as the latest referring Affiliate for a period up to 120 days after which time the latest referring Affiliate status expires.

ii. In the case of more than one Affiliate who has registered a certain Lead, Assignments are paid to the last referring partner. If one contact has multiple leads on their record, we credit the Affiliate who had the last touch before the sale either through an Affiliate link or by lead registration on this page. Thus a commission is earned by you and owed to us for products that are sold while the contact is registered as your Lead. The Lead remains Your Lead during the 120 days following the Registration of the Lead by You. The Concept here is that neither You nor Us want Affiliates to register wholesale a lot of Leads and then keep you from making a commission in the future for your work in introducing or reintroducing that Lead to Our products.

iii If more than one Fascinate Affiliate has registered a lead, Fascinate will generally, without investigation, credit and pay the latest referring Affiliate prior to the sale. However, if Fascinate is aware that an Affiliate who (I) registered a lead prior to the sale but (II) was not the latest referring Affiliate was, nevertheless, the primary Affiliate actively engaged in the Fascinate sales process at the time of sale, then Fascinate may elect to treat such Affiliate as the latest referring Affiliate. Leads must be registered prior to sale. Verbal referrals will not be considered. Fascinate’s decision is final in this regard.

iii. Affiliate may also not purchase the Product through their link for personal use and receive a commission on that sale. Links are intended to drive new customers to the Promotion. An Affiliate is not eligible for assignment as latest referring Affiliate on any Fascinate sale for which Affiliate uses its own credit card to make a purchase from Fascinate. The Product Links are intended for third party sales only and not for personal Product purchases by You, whether for your own use or for resale or other commercial use of any kind. You in this context refers to orders for products used by You, Your employees, friends, relatives, or associates in any manner. Depending on the circumstances, and in our sole discretion we may decline or refuse any commissions on these direct purchases and may result in our termination of the Affiliate Agreement.

iv. Affiliate may request an audit of the latest referring Affiliate up to 90 days after the date of sale. If an audit reveals another Affiliate is the actual latest referring Affiliate, Fascinate reserves the right to make the correction. If another Affiliate requests an audit that results in a determination that Affiliate was incorrectly treated as the latest referring Affiliate, Affiliate agrees to reimburse Fascinate for the commission paid in error to an Affiliate who was not responsible for procuring the sale. After 90 days from the date of sale, no changes to the latest referring Affiliate will be accepted. Upon request and periodically we will provide you with details about sales, orders, commissions and returns pursuant to our Terms and Conditions and upon reasonable request.

v. All sales are subject to an audit of latest referring Affiliate.

vi. Commissions are paid only for eligible promotions and Products. Commissions are paid only after completion of the order, payment and the product has been delivered and the refund period has expired. Commissions apply to and will be paid for purchases made in U.S. dollars only. Special promotion prices, gift certificates or free or discounted code pricing or offers are not eligible for commission subject to our sole discretion.

vii. All Product purchase orders placed by customers who are not properly registered as leads by an affiliate must use Product Links to the HowToFascinate.com Site . In our sole discretion we may

reject orders not in compliance with our Affiliate Program terms and conditions in effect at the time of the purchase.

viii We will process and fulfill all Product sales including order forms, invoices, payments, refunds, cancellations, deliveries of physical and online delivery and Product related customer service.

6. **Modifications To The Programs.** Fascinate may automatically update product sales and offers. You agree to accept such updates subject to these Terms unless other terms accompany the updates. Fascinate is not obligated to make any other Programs available and does not guarantee that we will continue to offer products or similar sales in the future. Fascinate, in its sole discretion, reserves the right to modify the Fascinate Affiliate Program, including Products offered or other terms of a Program, Program Benefits and/or Program policies and procedures. Such changes will become effective as indicated in the notice. Affiliate's continued participation in a Program following such notice will constitute acceptance of the change. Fascinate will use reasonable commercial efforts to provide the Products and Services, but reserves the right to change terms of any Program Addendum offered or provided under the Program. At any time, in our sole discretion, we may modify this agreement and the Affiliate program. Modifications will take effect when we either send you a notice of new terms or we post a new Affiliate agreement on the HowToFascinate.com Site. You agree to accept any contractual changes that may occur as part of enrollment in the program, otherwise you may cancel at any time if you do not agree to the changes. Changes may be things like the Affiliate fee amounts products offered, payment procedures, and Affiliate Program rules.

IF ANY CHANGE TO THE AFFILIATE PROGRAM IS UNACCEPTABLE TO YOU, YOU MAY TERMINATE THIS AGREEMENT. ANY CONTINUED PARTICIPATION IN THE FAP AFTER WE SEND NOTICE OR POST THE CHANGES TO THE FAP ON THE HOWTOFASCINATE.COM SITE SERVES AS BINDING ACCEPTANCE OF THE AMENDED TERMS

We will seek to provide 30 days' prior written notice before we change any Program Addendum but any such change will be effective upon posting of the Addendum. Products and Services may include opportunity to offer Fascinate Products to your market (Products and Services), access to certain technical support services and/or technical information and bulletins and other technical content ("Technical Services"), and access to Fascinate websites. Access to these resources is governed by Fascinate's applicable licenses and terms of use that accompany such products or services, as modified from time to time by Fascinate.

7. **Suspension, Technical Improvement and Maintenance.** From time to time, Fascinate may need to perform maintenance on or upgrade the Products or Fascinate Websites or the underlying infrastructure that enables you to use the Software, Products or Fascinate Websites. This may require Fascinate to temporarily suspend or limit your use of some or all of the Program links, Products or Websites until such time as this maintenance and/or upgrade can be completed. To the extent possible and unless an intervention is urgently required, Fascinate will publish the time and date of such suspension or limitation on the Website in advance. You will not be entitled to claim damages for such suspension or limitation of the use of any Software, Product or Fascinate Website.

8. **Training/ Services.** Benefits may include various training programs or additional services offered by Fascinate from time to time. Such programs are subject to availability and may be subject to additional fees.

9. **Product Links to Your Site**

After acceptance into the Program you are permitted to link to the HowToFascinate.com Site. Specific Products or Promotions may have specified permitted links as spelled out in the Program Addendum applicable to that Product or Promotion. We reserve the right to add or remove products from the Affiliate program at our sole discretion.

i. The following link formats are permitted as part of the General Affiliate Program:

HowToFascinate.com Site Home Page Link: A general link from your site to the Home page at HowToFascinate.com

Fascination Advantage® Assessment Links: We provide a link to the Fascination Advantage® Assessment. We create a link on a purchase page on your site to the corresponding Fascination Advantage® Assessment purchase area at the HowToFascinate.com site.

Fascination Advantage® Product Links: We provide a link to the Fascination Advantage® Assessment products purchase pages for Affiliate Program eligible products from a list of Fascination Advantage products you provide on your site. In accordance with our Style Guide regarding the content, style, and placement of these references, you will place the link(s) on your site to the HowToFascinate.com Site Products. You create a Product Link (defined below) from each Fascination Advantage Product description on your site to each individual Product in our Product list. In our sole discretion we may allow You to list or link to less than all of our Affiliate Program Eligible Products. In that event you may choose to create or remove the links to any Product from yourself site at any time. No advance approval is required.

We will provide Affiliate with Affiliate and Product Links as well as any related banners, graphics, or text ads necessary to promote and offer the Affiliate Program Eligible Products to the Affiliate's customers via the Affiliate's Sites or emails. Affiliate may ONLY utilize the unique Product Affiliate links provided by Fascinate on the Affiliate's own websites or emails. Affiliate may NOT post their Link on other websites that are not owned or maintained by the Affiliate or the Affiliate's brand, with the exception of ads or social media placements. Spamming the internet with Links outside of Affiliate's direct email list, websites or social media pages will be considered a violation of this Agreement and result in a denial of all Affiliate benefits and commissions. Affiliate may not use unsolicited commercial email, spam, search engine spam, or other illegal or unethical means by which to generate referral commissions. All customer information collected during the Promotion shall be owned by Us and it is at our sole discretion whether or not the customer information will be shared with the Affiliate. All information collected before, during and after the Promotion will be managed under the Privacy Policy of the HowToFascinate.com Privacy Policy Page.

10. Affiliate Fee Payment

We pay Affiliate fees four times a year. Affiliate fees are paid 30 days following the end of each quarter year. At that time we pay all Affiliates owed at least \$50.00. If you have Affiliate commissions due that are less than \$50.00, we will accrue payments owed until your balance exceeds \$50.00. Commissions that remain unpaid after one year because accrued commissions never reach \$50 will expire and will not be payable by Fascinate. If you have an outstanding balance with Fascinate we will first apply your Affiliate commission to the amount you owe us. Any remaining balance accrued over \$50.00 will be paid via PayPal. U.S. federal law requires that we obtain tax information from FAP participants. If you are a FAP participant we are obligated to obtain tax information and if you do not provide this information to us we may withhold your referral fee payments until you provide this information or otherwise substantiate that we are not required to obtain your tax information. We are required to obtain tax

information for U.S. citizens, U.S. residents or U.S. corporations and from FAP participants who are not U.S. citizens or residents but whose businesses are taxable in the U.S.

10(A) Addendum Effective December 1, 2016. Amendment Effective December 1, 2016 regarding unclaimed commissions. If any Fascinate Affiliate or Certified Advisor does not claim a commission within 90 days of transmission of the right to the commission notice via email at the email address on record for Fascinate, the commission shall be waived for that commission cycle. This includes any failure of the Fascinate Affiliate due to: change in their email address without notification to Fascinate, any failure to read the Fascinate emails because the email is in a spam folder or any other non-delivery or acknowledgment of receipt of the commission notice.

11. Public Disclosure of Affiliates. You may not issue any press release about your participation in the Affiliate Program. As part of the Affiliate Program you will get a small graphic image that identifies your site as a Affiliate participant. You must display this logo or the phrase "In association with Fascinate, Inc." somewhere visible on your site. We may modify the text or graphic image of this notice from time to time. In addition, you may not in any manner misrepresent our legal relationship, or express or imply any partnership or relationship except as expressly permitted by this Agreement. No claims of support by us for any charity or other cause may be implied without our express consent.

12. Operation Of Your Site. You are solely responsible for your site and for all materials that appear on your site and the technical operation of your site and all related equipment, including:

i. creating and posting Product descriptions on your site and linking those descriptions to the HowToFascinate.com site products

ii. the accuracy and appropriateness of materials posted on your site (including, among other things, all Product-related materials)

iii. ensuring that materials posted on your site do not violate or infringe upon the rights of any third party (including, for example, copyrights, trademarks, privacy, or other personal or proprietary rights)

iv. ensuring that materials posted on your site are not libelous or otherwise illegal

v. ensuring that your site accurately and adequately discloses, either through a privacy policy or otherwise, how you collect, use, store, and disclose data collected from visitors, including, where applicable, that third parties (including advertisers) may serve content and/or advertisements and collect information directly from visitors and may place or recognize cookies on visitors' browsers.

vi. We disclaim all liability for claims related to the operation of your site. 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 contents of your site.

vii. We will reject any application that includes, but is not limited to, the following characteristics:

Sites that are prohibited by U.S. laws or are from restricted nations

Sites that have abusive or violent content

Sites that are directed to children under age 18

Sites that relate to alcohol or drug use

Sites that offer medical advice

Sites that foster discrimination including discrimination based on national origin, race, sex, religion, nationality, disability, sexual orientation, or age

Sites that involve sexual content

Sites that involve gambling

Sites related to illegal activities

Any site or use that may violate intellectual property rights of us or others

Any site that, in our sole discretion, does not fit the brand image we want to associate with Fascinate.

Enrollment in the Program is conditioned upon your express agreement to not engage in any of the above described activities. If we accept your Program application and we later decide (in our sole discretion) that the site or enrollment does not meet our standards, we may terminate this Agreement or exclude certain websites from participation.

13. Restrictions. You may not and as a condition of the Affiliate Program participation you expressly agree not to:

i. sub-license, sell, assign, rent, lease, export, import, distribute or transfer or otherwise grant rights to any third party in any Fascinate property that is not specifically authorized by the Program. ;

ii. undertake, cause, permit or authorize the modification of Fascinate works, creation of derivative works or improvements, translation, reverse engineering, decompiling, disassembling, decryption, emulation, hacking, discovery or attempted discovery of the source code or protocols of the Fascination Advantage Software or any part or features thereof (except to the extent permitted by law);

iii. remove, obscure or alter any copyright notices or other proprietary notices included in the Fascinate Materials.

iv. use the Products or cause the Products (or any part of any product) to be used by third parties or to provide commercial products or services to third parties who have not purchased the product license. The foregoing shall not preclude you using the Affiliate Program Eligible Products for your own business purposes, subject to the limitations contained herein;

v. other than for the purposes of download and installation, use the Products except as authorized by this Affiliate Agreement through your User Account.

vi. Legal Compliance. As a condition to your participation in the Affiliate Program, you agree that while you are an Affiliate Program participant you will comply with all laws, rules, regulations, licenses of any governmental authority that has jurisdiction over you, during the time you are an Affiliate. Without limiting the foregoing obligation, you agree that as a condition of your participation in the Affiliate Program you will comply with all applicable laws (federal, state or otherwise) that govern marketing by email or automated dialing systems, including without limitation, the CAN-SPAM Act, The TCPA and all other anti-spam laws.

vii. Affiliate may not: a) read, intercept, record, redirect, interpret, or fill in the contents of any electronic form or other materials submitted to How To Fascinate by any person or entity; b) take any action that could reasonably cause any customer confusion as to Affiliate's independent contractor relationship with How To Fascinate, or as to the site on which any functions or transactions (e.g., search, order, browse, and so on) are occurring; c) frame the Affiliate's website to look like a Fascinate website or use How To Fascinate's branding in anyway that would confuse customers or the general public as to who is hosting or promoting such a website; or d) seek to purchase or register any keywords, search

terms or other identifiers related to the trademarks of How To Fascinate or the trade or service marks or names of Fascinate's primary competitors, including misspellings or variations thereof for use in any search engine, portal, sponsored advertising service or other search or referral service unless otherwise agreed to by the Promoter. e) seek to purchase or register any domains or other identifiers that include variations on the trade or service marks or names of Fascinate to look like likely misspellings or typographical mistakes of our name or which otherwise would constitute typo or domain squatting, including variations thereof for use in any search engine, portal, sponsored advertising service or other search or referral service unless otherwise agreed to by the How To Fascinate. We may cancel the Affiliate's participation in this Affiliate or Advocates Program, withhold or cancel commissions, or take any other action at its sole discretion should Affiliate conduct any of the behavior above or fail to operate with integrity or within the guidelines of the FTC or that serves as text or email spam.

14. Trademarks, Intellectual Property, Confidential Information.

i. License. If you comply with these terms, Fascinate grants a time limited, non-exclusive, non-transferable, non-assignable, revocable license permitting you to download and install the Fascination Advantage® Product links on a personal computer, mobile phone or other device; and personally use the Product links through your individual Affiliate Account (as applicable). For clarity you may, (a) download and install the Affiliate Program reports, videos and audio files and the Fascination Product links onto personal computers or other devices used by personnel of You or Your company; and (b) you are permitted to use the Affiliate Program links at a university or other educational institution, or at work. Fascinate reserves all rights not expressly granted to you under these Terms. Fascinate may revoke the grant of license at will and at its sole discretion.

ii. Trademark and Copyright- Fascinate grants Affiliate a non-exclusive, non-transferable, revocable limited license to use those Fascinate trademarks, logos, and related images (collectively, "Marks") and limited text of copyright protected material provided under a Program to exercise the rights granted to Affiliate under the Program. Fascinate may revoke this license at any time in its discretion. The How To Fascinate Style Guide spells out our Brand text and graphical images for the link and product descriptions of the Products on the HowToFascinate.com pages. We reserve all of our rights in the graphic images and text, any other images, our trade names and trademarks, and all other intellectual property rights. You agree to follow our Style and Trademark Guidelines, as they vary from time to time. permission to use them only for the purpose of identifying your site as a FAP participant and to assist in generating Product sales. You may not modify the FAP graphic image or text, or any other of our images, in any way. Any such grant of license may be revoked by us at any time upon written notice to the email address provided in the Program Application.

iii. Affiliate's use of the Marks shall conform with any published Fascinate trademark usage guidelines, as developed and amended by Fascinate from time to time, and all use by Affiliate of the Marks shall inure to the benefit of Fascinate. Fascinate's trademark usage guidelines can be found at <http://www.HowToFascinate.com>.

iv. Intellectual Property. Any Fascinate Images, Copy or Digital Assets, Our products or materials (including any associated documents and designs) provided to Affiliate in connection with a Program, and all intellectual property rights therein, shall remain the sole and exclusive property of Fascinate and its licensors. Participation in the Affiliate Program is expressly conditioned upon lawful use in accordance with the terms of this Agreement, and HowToFascinate.com Terms and Conditions. You may not modify or alter any of Our graphic images or Product text descriptions or other content without advance written permission. You may resize graphic images without advance consent from Us. You may shorten the length of text about our Content but not reword it. You cannot resell, sell, redistribute, sublicense or transfer any Content without advance written permission. You cannot

attempt to use or use any Content with an intent to refer or deliver sales or promotions to anyone other than Fascinate or the HowToFascinate.com Site. If asked by us or if you no longer participate in the Program you agree to immediately delete any text, images or other Content that we determine is not permitted to be used by You. Any text, images or Content that is from our Site(s) may, at our sole discretion be required to be removed from Your site(s).

v. Affiliate may not use ANY copyright, trademark, service mark, or general branding of Fascinate without full disclosure and permission of Fascinate. Affiliate may not: a) read, intercept, record, redirect, interpret, or fill in the contents of any electronic form or other materials submitted to Fascinate by any person or entity; b) take any action that could reasonably cause any customer confusion as to Affiliate's relationship with Fascinate, or as to the site on which any functions or transactions (e.g., search, order, browse, and so on) are occurring; c) frame the Affiliate's website to look like HowtoFascinate.com or any other Fascinate website or to utilize Fascinate's branding in anyway that would confuse customers or the general public as to who is hosting or promoting such a website; or d) seek to purchase or register any keywords, search terms or other identifiers related to the trademarks of Fascinate or the trade or service marks or names of Fascinate's primary competitors, including misspellings or variations thereof for use in any search engine, portal, sponsored advertising service or other search or referral service unless otherwise agreed to by Fascinate. e) seek to purchase or register any domains or other identifiers that include variations on the trade or service marks or names of How To Fascinate intended to approximate misspellings or typographical mistakes of same or which otherwise would constitute typo or domain squatting, including variations thereof for use in any search engine, portal, sponsored advertising service or other search or referral service unless otherwise agreed to by Fascinate. We may cancel the Affiliate's participation in this Program, withhold or cancel commissions, or take any other action at its sole discretion should Affiliate conduct any of the behavior above or fail to operate with integrity or within the guidelines of the FTC or the FCC.

vi. As an Affiliate you should respect our Fascinate Trademarks and those of others. Therefore, your videos, images, banners, likeness, or brand name in or on their websites, cannot be used in a manner creating market and consumer confusion (which is illegal and generally referred to as copyright or trademark infringement). To be clear, you may not use our banners, images or videos as if they are your own on your own sites or any other sites, as it may cause a customer to opt-in thinking they are opting in to our communications rather than yours. Clearly, the best practice to generate sales is to establish your own brand, identity, and sites, then to authentically recommend our program, not pretend to be us.

15. Confidential Information. As used in this Agreement, "Confidential Information" means any and all data and information of a confidential nature, either marked as such or that the receiving party knows or should know that the other party regards as confidential, including, but not limited to, End User Data (as defined below), business practices, software, technical information, programming/design techniques or plans, know-how, trade secrets, prospects, customers, end users, suppliers, development plans, or projects. "End User Data" means any data, information, or other materials of any nature whatsoever, provided to a party by an end user of the Fascinate Products, including any data otherwise captured or generated by Us. Confidential Information may be communicated orally, in writing or in any other recorded or tangible form. Neither Fascinate nor Affiliate shall make use of, disseminate, or in any way disclose the other party's Confidential Information (including End User Data), except to the extent necessary for its performance under a Program. Each party shall treat Confidential Information with the same degree of care as it accords to its own confidential information, but in no event less than reasonable care, and may disclose Confidential Information only to those of its employees and consultants who need to know such information and who have previously agreed in writing to be bound by terms and conditions at least as protective of such Confidential Information as are these terms and

conditions. The receiving party's obligations under this section will not apply to information that such party can document:

- i. is or becomes generally available to the public through no fault or breach of such party;
- ii. was in such party's possession free of any obligation of confidence at the time it was communicated to such party by the disclosing party, or at a later time is rightfully received by such party from a third party without restriction and without breach of any obligation owed to the disclosing party; or
- iii. Was developed by employees, agents, or consultants of such party independently of and without reference to any information communicated to such party by the disclosing party.

16. Privacy Policy- Your participation in the Affiliate program permits the placement of links including the Product links on your site. The links and purchase of our Products through the links will provide us with information from your customers and visitors to our site from the links to our site. By entering into this agreement and participating in the Affiliate programs you consent to and authorize Us to access, receive, store, contact, use and disclose any and all such information, consistent with the How To Fascinate Terms and Conditions and Privacy Policy located at the HowToFascinate.com Site. All such consent is specific and unconditional consent to the Privacy Policy that is current and in effect at the time of the use of the link by you or your site visitor to Our site.

By agreeing to the Affiliate program you also consent to receipt of emails and/or text communications, including those using automatic telephone dialing equipment, related to Fascinate, the Affiliate program and special promotions, offers or Program changes. Participation in the Affiliate Program, constitutes consent to delivery of these manual and automated communications. You also consent to our display or listing of You and your website to the public and other Affiliate program participants. You waive any additional written notice requirements under the TCPA or other laws related to consent to receive communications from Us.

17. Term and Termination

i. General. The term of a Program is set forth in the Program Addendum. If not set forth in the Program Addendum, the term of a Program coincides with the term of this Agreement. Fascinate, in its sole discretion, may terminate this Agreement, a Program or Benefit without cause upon written notice to Affiliate. In addition, if either party breaches a material term of this Agreement or a Program Addendum, the other party may terminate this Agreement if the breaching party does not cure such breach within ten (10) calendar days after receiving written notice of such breach. Upon termination or expiration of this Agreement, all Programs and Benefits shall similarly terminate and all related licenses to any and all Fascinate Solutions, Technical Services, Confidential Information or Marks made available as a result of this Agreement or the Program shall terminate, and all such materials and tangible embodiments thereof shall be returned or destroyed. The termination or expiration of any particular Benefit shall not result in the termination of the Program or any other Benefits in existence as of such termination date, unless expressly so provided.

ii. Survival. All provisions herein relating to confidentiality, intellectual property and indemnification shall survive expiration or earlier termination of this Agreement or any Program Addendum for any reason.

18. Limited Warranties

i. By Affiliate. Affiliate warrants that it will: (i) perform its obligations hereunder and otherwise conduct its business in a manner that reflects favorably upon How To Fascinate, Sally Hogshead and the Marks; and (ii) refrain from deceptive, misleading or unethical business practices of any kind.

ii. By Fascinate. Fascinate warrants that it will use reasonable commercial efforts to provide the Benefits in a professional manner. Any Product Warranties and technical service provided by Fascinate are subject to the warranty provisions contained in the separate Fascinate published terms of use for such items as found on the How To Fascinate website. We make no separate or additional express or implied warranties or representations with respect to the Affiliate Program or any products sold through the Affiliate 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). Further, there may be times when our website or services are not available and we make no representation that the operation of the HowToFascinate.com Site will be uninterrupted or error-free, and we will not be liable for the consequences of any interruptions or errors.

iii. Except for the foregoing limited warranties, and to the maximum extent permitted by law, Fascinate disclaims all other warranties, express, implied, or statutory (including warranties of merchantability, fitness and non-infringement), related to the benefits, solutions and services provided under a program addendum. Neither Affiliate, nor any of its employees or agents, has any right to make any representation, warranty, or promise to any third party on behalf of Fascinate that is not (a) contained in Fascinate standard published terms, or (b) specifically authorized in writing by Fascinate.

iv. We accurately represent our Affiliate Program and its potential to help you earn commissions, as described herein. To be clear, however, there is no guarantee that you will get any results or earn any money whatsoever as an Affiliate or Advocate. We do not promise you will get rich or obtain a minimum level of income. Here like everywhere else, income is a function of smarts and hard work. Nothing on our Sites or in the Affiliate Program is a promise or guarantee of earnings. Your level of success depends on factors including your skill, knowledge, ability, dedication, business savvy, network, list, and other circumstances. Because these factors differ according to individuals, we cannot guarantee your success, income level, or ability to earn revenue. Any forward-looking statements or projections outlined on our sites or in our Promotions are simply possibilities of future possible results, and thus are not guarantees or promises that you will attain them or similar results. These statements are simply our opinion. Under U.S. laws, including the FTC rules, we make no guarantees that you will achieve any income or specific results from our ideas, this Affiliate Program, or other Promotions and we offer no professional legal or financial advice.

19. Indemnity.

i. By Fascinate. Fascinate shall defend, indemnify and hold Affiliate harmless against any loss, damage or costs (including reasonable attorneys' fees) incurred in connection with claims, demands, suits, or proceedings ("Claims") made or brought against Affiliate by a third party alleging that the authorized use of the Program, How To Fascinate Products or Benefits, as contemplated hereunder, or any content originating with Fascinate and published by Fascinate on the How To Fascinate site(s) infringes, misappropriates or violates any intellectual property rights of a third party; provided, that Affiliate(a) promptly gives written notice of the Claim to Fascinate; (b) gives Fascinate sole control of the defense and settlement of the Claim (provided that Affiliate may not settle any Claim without Fascinate's prior written consent unless it unconditionally releases Fascinate of all liability); and (c) provides to Fascinate all reasonable assistance.

ii. By Affiliate. Affiliate shall defend, indemnify and hold Fascinate harmless against any loss, damage or costs (including reasonable attorneys' fees) incurred in connection with Claims made or brought against Fascinate by a third party alleging (i) that any data, materials or information provided by Affiliate, or Affiliate's use of the Program, Products or Benefits in violation of this Agreement, or Affiliate's products or services, including Affiliate's listing on the How To Fascinate infringes, misappropriates or violates any intellectual property rights of, or has otherwise violated applicable law with respect to, a third party, (ii) Affiliate's breach of any representation, warranty, or agreement

relating to Affiliate's products and services, including Affiliate's Application listed on the How To Fascinate website(s); (iii) a breach of any warranty or representation made by Affiliate or its agents that differs from the warranty provided by Fascinate for the relevant service or Solution; provided, that Fascinate (a) promptly gives Affiliate written notice of the Claim; (b) gives Affiliate sole control of the defense and settlement of the Claim (provided that Affiliate may not settle any Claim without the prior written consent of Fascinate unless it unconditionally releases Fascinate of all liability); and (c) provides to Affiliate all reasonable assistance.

iii. Cooperation on Disputes. Affiliate shall cooperate with Fascinate in regard to any inquiry, dispute or controversy in which Fascinate may become involved and of which Affiliate may have knowledge. Such cooperation shall include disclosure of relevant documents and financial information, and interviews of Affiliate's personnel.

20. Limitations of Liability.

i. Limitations. We are not liable for any extra contractual damages arising out of this agreement or the Affiliate Program including but not limited to indirect, special, or consequential damages (or any loss of revenue, profits, or data) arising in connection with this Agreement or the Program(s), even if we have been advised of the possibility of such damages. Except with respect to each party's indemnification obligations hereunder, in no event shall either party be liable to the other party for any incidental, indirect, special, consequential or punitive damages, regardless of the nature of the claim, including, without limitation, lost profits, business interruption, lost or damaged data or documentation or liabilities to third parties arising from any source, even if such party has been advised of the possibility of such damages. This limitation is intended to apply without regard to whether other provisions of this agreement have been breached or have proven ineffective. The cumulative liability of Fascinate to Affiliate for all claims arising from or relating to this agreement including, without limitation, any cause of action sounding in contract, tort, or strict liability, shall not exceed the greater of (I) all commissions and royalties paid or payable by Fascinate to Affiliate under the agreement or (II) the total amount of all fees having been paid to Fascinate by Affiliate under this agreement, in each case during the 12-month period preceding the event giving rise to the relevant liability.

ii. Essential Basis. The disclaimers, exclusions and limitations of liability set forth in this Agreement form an essential basis of the bargain between the Parties and shall apply notwithstanding the failure of their essential purpose.

iii. Release of Liability in Tort: You hereby release and hold harmless Fascinate, Inc., and agree to its agents, officers, employees and assigns from any and all liability in tort, including any liability for any negligent acts of Us, or our employees or agents. By the execution of this Release, the undersigned agrees that Fascinate, Inc. and its officers, agents or employees shall not be liable for any damages arising from the Affiliate Program. The undersigned assumes full responsibility for any such damages which may occur, and further specifically agrees that Fascinate, Inc. shall not be responsible for extra contractual damages, EVEN IN THE EVENT OF NEGLIGENCE OR FAULT BY Fascinate, Inc., whether such negligence is present at the signing of this Release or takes place in the future. The undersigned hereby agrees that he/she will indemnify and hold harmless Fascinate, Inc., its agents, officers and employees for all damages to any and all third parties, including, but not limited to, purchasers of Our products as a result of any and all activities related to the Affiliate Program even if such damages arise out of negligence or fault of Fascinate, Inc.

21. ARBITRATION CLAUSE AND CLASS ACTION WAIVER- Any dispute relating in any way to this Agreement (including any actual or alleged breach hereof), any transactions or activities under this Agreement or your relationship with us shall be submitted to confidential arbitration in Orlando, Florida, except that, to the extent you have in any manner violated or threatened to violate our intellectual

property rights, we may seek injunctive or other appropriate relief in any state or federal court in the state of Florida (and you consent to non-exclusive jurisdiction and venue in such courts) or any other court of competent jurisdiction. Arbitration under this agreement shall be conducted under the rules then prevailing of the American Arbitration Association. The arbitrator's award shall be binding and may be entered as a judgment in any court of competent jurisdiction. To the fullest extent permitted by applicable law, no arbitration under this Agreement shall be joined to an arbitration involving any other party subject to this Agreement, whether through class arbitration proceedings or otherwise. If you live in the USA this binding arbitration clause and class action waiver affects your rights to resolve a dispute with Fascinate, its corporate affiliates, or other third parties.

22. Miscellaneous.

a. **Governing Law.** This Agreement and each Program Addendum shall be governed in accordance with the laws of the State of Florida and controlling U.S. federal law. Any disputes, actions, or claims arising out of this Agreement or a Program Addendum will be subject to the exclusive jurisdiction of the state and federal courts located in Orange County, Florida. In any action to enforce either party's rights, the prevailing party shall be entitled to recover its reasonable costs and attorneys' fees.

b. **Relationship of Parties**
The relationship of the parties is that of independent contractors only. No agency relationship exists for may be implied. You and we are independent contractors pursuant to this agreement and the Affiliate program. NO partnership, joint venture, agency, franchise, sales representative, agency or employment relationship exists between Us by virtue of the Affiliate Program or this agreement. You may not make or accept and have no authority to make or accept any offers or representations on our behalf. You will not make any statement, whether on your site or otherwise, that reasonably would imply that any agency relationship exists or that the parties are anything more than independent contractors.

c. **Integration.** These terms and each executed Program Addendum set forth the entire agreement and understanding between the parties, and supersede and merge all prior oral and written agreements, discussions and understandings between the parties, with respect to the subject matter hereof. Any amendment to these terms or a Program Addendum must be in writing and signed by both Fascinate and Affiliate, except as provided above.

d. **Severability.** If a court holds any of these terms to be unenforceable or invalid, such unenforceability or invalidity shall not render the remaining terms unenforceable or invalid as a whole, and, in such event, such provision shall be interpreted so as to best accomplish the objectives of the invalid provision.

e. **Waiver.** The waiver by a party of a breach of any provisions contained herein shall be deemed effective only when in writing and shall in no way be construed as a waiver of any succeeding breach of such provision or the waiver of the provision itself.

f. **Assignment.** Affiliate shall not assign its rights or delegate its obligations under this Agreement or a Program Addendum without Fascinate's prior written consent and, in the absence of such consent, any purported assignment or delegation by Affiliate shall be null, void and of no effect. Otherwise, this Agreement shall be binding upon and inure to the benefit of Fascinate and Affiliate and their successors and permitted assigns.

g. **Export Control.** Affiliate will not export, directly or indirectly, any technical data or Solution received from Fascinate to any country or end user for which the U.S. Government requires an export license or other government approval without first obtaining such license or approval.

h. **Marketing; Publicity.** Affiliate consents to publication of its name by Fascinate as a Affiliate of the Program or any applicable component thereof. Fascinate authorizes Affiliate to include in its marketing or product distributions, marketing materials about the Fascinate Affiliates and Advocates

and that Fascinate has prepared and provided to Affiliate for this purpose. Affiliate shall not alter, modify, or otherwise change any material provided to it by Fascinate. Affiliate may also use other marketing materials of its own to promote the Fascinate Products, but Fascinate must approve all such marketing materials in advance in writing. Fascinate shall have sole authority to approve any and all press releases, announcements, or similar materials mentioning Fascinate, and Affiliate shall have sole authority to approve the use of its name in any marketing or other materials submitted to any public source. Neither party shall unreasonably withhold its approval in connection with a request under this section.

i. Fascinate will notify Affiliate of any revisions to a Program or its guidelines via e-mail. Other communications from Fascinate sent via e-mail include billing notifications, notices of promotions, invitations to events, and any other matters regarding the administration of the Program excluding notices with respect to termination of a Program. Affiliate may communicate by e-mail with Fascinate to Hello@HowToFascinate.com regarding billing discrepancies and to request clarification of any policy or procedure in this Agreement or a Program Addendum. Affiliate will provide Fascinate with an e-mail address to receive official communications and shall be responsible for advising Fascinate of any changes to this email address

23. Independent Investigation

YOU ACKNOWLEDGE THAT YOU HAVE READ THIS AGREEMENT AND AGREE TO ALL ITS TERMS AND CONDITIONS. YOU UNDERSTAND THAT WE MAY AT ANY TIME (DIRECTLY OR INDIRECTLY) SOLICIT CUSTOMERS, OTHER AFFILIATES AND PRODUCT SALES ON TERMS THAT MAY DIFFER FROM THOSE CONTAINED IN THIS AGREEMENT. THE AFFILIATE PROGRAM, OTHER PROMOTIONS OR OFFERS MAY PROVIDE FOR DIFFERENT TERMS TO OTHER AFFILIATES OR TO CUSTOMERS OF FASCINATE, INC. WE ALSO OPERATE WEB SITES THAT ARE SIMILAR TO OR COMPETE WITH YOUR WEB SITE AND WE MAY ADD MORE IN THE FUTURE. YOU HAVE INDEPENDENTLY EVALUATED THE DESIRABILITY OF PARTICIPATING IN THE FAP AND ARE NOT RELYING ON ANY REPRESENTATION, GUARANTEE, OR STATEMENT OTHER THAN AS SET FORTH IN THIS AGREEMENT.

ACKNOWLEDGED AND AGREED:

“Affiliate”

By:

Print Name:

Title: Company: Date:

Fascinate Affiliate Program Addendum: Installment Sales and Subscription sales for Fascinate Products

This Program Addendum is effective April 15, 2014 and incorporates the provisions of that separate Fascinate Master Affiliate Agreement previously or simultaneously executed by Fascinate.

Affiliate Commission Model Fascinate Installment or Subscription Sales

Affiliate will earn a commission of twenty percent (20%) for each qualified referred sale ("Qualified Sale") of a Fascinate Product sold via installment, deferred payment or subscription. Commission will continue for the first year (12 Months) of the purchase period of any Qualified Sale

A Qualified Sale means a sale to any Fascinate customer:

- a. who pays in full or in part for an Fascination Product (defined below) and first month's Subscription (defined below), and
- b. who does not cancel the product purchase or Subscription for a minimum of 60 days from the date of initial purchase, and
- c. to which Affiliate was assigned as last referring Affiliate (see section (k) of Affiliate Assignments below).

A commission is earned on the date that all three of the above conditions are satisfied.

Additional Terms Applicable to Affiliate Program

- a. All commissions are paid in US Dollars. Affiliate can choose to receive commissions either by check or through PayPal. Fascinate is not responsible for any fees charged to Affiliate by PayPal.
- b. Commissions will be paid in accordance with the Master Affiliate Agreement.
- c. In such instances where a customer pays for a Fascinate product in multiple installments (e.g., two or three monthly installments), Affiliate's commission will be similarly split and paid each month immediately following receipt of each installment and will be in proportion to the amount Fascinate receives towards the total purchase price of the product (e.g., three equal monthly installments with commission paid at 20% would result in a commission of 20% of each month).
- d. In the event (i) a Fascinate product fee is refunded back to a customer or (ii) a customer cancels the Subscription before 60 days have elapsed from the date of initial purchase, Fascinate may claw back the associated commission paid to Affiliate. Any resulting amounts owed to Fascinate by Affiliate may, in Fascinate's sole discretion, be deducted from the balance of any commissions earned by Affiliate that are unpaid as of the date Fascinate claws back the commission associated with the cancelled Service Package or monthly Subscription. Alternatively, Fascinate may, in its sole discretion, invoice Affiliate for any commission Fascinate paid Affiliate which was associated with a cancelled Service Package or monthly Subscription and Affiliate agrees to pay such invoice promptly.
- e. In the event a commission is paid to Affiliate in error, Fascinate reserves the right to claw back such commission for a period of up to 90 days from the sale date (the "Error Claw Back Period"). Any resulting amount owed to Fascinate by Affiliate may, in Fascinate's sole discretion, be

deducted from commissions earned by Affiliate that are unpaid as of the date Fascinate claws back the commission paid in error. If no commissions are owed by Fascinate to Affiliate during the Error Claw Back Period, Fascinate may invoice Affiliate for the commission paid in error before the expiration of the Error Claw Back Period and Affiliate agrees to pay such invoice promptly notwithstanding the expiration of the Error Claw Back Period. In addition, Fascinate may, in its sole discretion, deduct any commission paid in error from commissions earned by Affiliate after the expiration of the Error Claw Back Period so long as Fascinate has invoiced Affiliate for the commission paid in error before the expiration of the Error Claw Back Period.

f. Fascinate will have the sole right and responsibility for processing all orders placed by a customer, and Affiliate acknowledges that all agreements relating to sales of Fascinate products to a customer shall be between Fascinate and the customer.

g. Fascinate reserves the right to withhold or reverse commissions if Affiliate is in breach of the Master Affiliate Agreement or this Program Addendum, or has engaged in any fraudulent activity, including, but not limited to, cookie stuffing, cloaking, forcing pop-ups or other activities which, in the sole discretion of Fascinate, are unfair, deceptive or unapproved methods of selling or promoting Fascinate products.

h. Fascinate reserves the right to adjust the terms of this Program Addendum at any time and will notify Affiliate via email with at least 30 days' notice.

i. Only Fascinate products that are paid in installments or other deferred purchase plans are commissionable items under this Addendum. Fascinate may add additional products as commissionable items at any time. Fascinate may associate additional subscription at any time.

ii Commissionable items do NOT include recurring subscription fees after the first year.

iii Commissionable items do NOT include extra users or add-on products and services purchased by the Customer unless otherwise eligible under the Master Affiliate Agreement.

iv. Commissionable items do NOT include service fees paid by a customer that has previously cancelled the purchase and reactivates their purchase within 90 days from the date of cancellation.