

STANDARD INFLUENCER MARKETING TERMS

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1. Influencer Marketing Agreement

- 1.1. The Agreement signed by the Influencer sets out certain terms that are specific to the relationship between the Company and the Influencer. In addition to the terms set out in the Agreement, these Standard Influencer Marketing Terms (the “**Standard Terms**”) apply to all influencers in the Company’s Influencer Program and are incorporated into the Agreement signed by the Influencer. Any reference to the “Agreement” will be considered to include the terms set out in these Standard Terms.

2. Website Terms and Conditions

- 2.1. These Standard Terms specifically incorporate by reference the Website’s (as defined below) Terms and Conditions, Posting Guidelines, Disclosure, Privacy Policy, and other legal documents that the Company may have on its Website as of the Effective Date (collectively, the “**Website Terms**”). The Influencer represents and warrants to the Company that they have read the Website Terms and agree to be bound by the terms of the Website Terms.

3. Definitions and Interpretation

- 3.1. In addition to the capitalized terms defined elsewhere in the Agreement, the following terms have the following meanings:
- (a) “**Client**” means a client of the Company.
 - (b) “**Client Data**” means all data, information, or materials supplied by a Client for use in connection with the provision of services by the Company to that Client.
 - (c) “**Influencer Program**” means the Company’s program for engaging influencers to provide marketing services to the Company for its Clients, as described in the Agreement and these Standard Terms.
 - (d) “**Website**” means the Company’s website located at <https://brandpilot.ai>
- 3.2. The headings appearing in the Agreement and these Standard Terms are used for convenience of reference only and will not affect the interpretation of the Agreement or the Standard Terms. All terms set out in the Agreement, including the background information, form a part of the Agreement.

4. Influencer Program

- 4.1. The Influencer must create an influencer account through the Company’s Website, or as otherwise directed by the Company, (an “**Account**”).
- 4.2. The Company will provide the Influencer with details relating to each Campaign, including the Client(s), and the specific requirements for the Campaign by email and through the Influencer’s Account.
- 4.3. For each Campaign, the Influencer must maintain records in sufficient detail for the purpose of providing standard reporting and analytics for the Services provided (the “**Analytics**”) and such Analytics must comply with all requirements, policies, and procedures established by the Company from time to time relating to the format, content, and deadlines for Analytics.

5. Payout of Fees

- 5.1. The Company will pay out Fees to the Influencer (each a “**Payout**”) within five business days following the completion of a Campaign.
- 5.2. The Company currently uses PayPal for Payouts, but the Company reserves the right to change its methods of payment for Payouts in its sole and exclusive discretion at any time.
- 5.3. The Influencer must keep the information in their Account up to date, including updating their Account within five business days of any changes in the Influencer’s information for Payout. The Company will make reasonable efforts to implement changes to the Influencer’s Payout information as soon as possible.

6. Expenses and Taxes

- 6.1. The Influencer is responsible for any and all expenses incurred by the Influencer in providing the Services under the Agreement including, but not limited to, advertising spends and software subscriptions.

- 6.2. All Fees and other amounts due under this Agreement are exclusive of any sales or other applicable taxes, which will be remitted by the Influencer at the rate and in the manner prescribed by law from time to time.

7. Marketing Methods

- 7.1. The Influencer must strictly adhere to all applicable laws, regulations, and legal obligations in conducting their business and, more specifically, in marketing the Company or the Clients.
- 7.2. The Influencer will be solely responsible for the accuracy and appropriateness of all materials that appear on their Online Platforms and communications with potential customers.
- 7.3. The Influencer may not, in their marketing of the Company or the Clients: (a) send unsolicited emails or any other form of communication that does not comply with applicable anti-spam laws and regulations including, but not limited to, the United States *Controlling the Assault of Non-Solicited Pornography And Marketing Act* (CAN-SPAM Act), as amended from time to time, and Canada's *Canadian Anti-Spam Legislation* (CASL), as amended from time to time; or (b) use any form of predatory advertising methods.
- 7.4. For greater certainty, "**predatory advertising methods**" refers to any method that creates or overlays links or banners on websites, spawns browser windows, or any method invented to generate traffic from a website without that website owner's knowledge, permission, and participation, including, but not limited to, keyword parsing, browser plugins, banner replacement technology, browser spawning technology that is not website dependent, IFrames, or cookie stuffing.

8. Influencer Disclosure

- 8.1. The Influencer must comply with all applicable laws, regulations, and guidelines related to advertising standards including, but not limited to, the guidelines set by the United States Federal Trade Commission ("**FTC**") and Ad Standards Canada ("**Ad Standards**") requiring that marketing affiliate relationships be disclosed to consumers.
- 8.2. The Influencer must post a clear and prominent notice on each of its Online Platforms regarding their participation in the Company's Influencer Program in accordance with:
- (a) FTC and Ad Standards requirements as well as requirements of applicable securities commissions and other relevant financial industry regulators; and
 - (b) in compliance with all applicable laws, regulations, and guidelines related to advertising standards and disclosure requirements.

9. Use of Company Brand

- 9.1. The Influencer must not run any pay-per-click or other paid search campaigns that bid on keywords such as the Company's or Client's name, its trademarks, or any variations or misspellings of the above.
- 9.2. The Influencer must not incorporate the Company's or Client's name, its trademarks, or any variations or misspellings of the above in any domain name(s), meta tags, source code, or hidden text of webpages comprising any of the Influencer's Online Platforms.

10. Use of Influencer Program

- 10.1. The Influencer must carry out all marketing activities in accordance with the guidelines of the Company that are in effect from time to time, including, but not limited to, any marketing policies or procedures. Without limiting the generality of the above, the Influencer:
- (a) must not alter or modify any Posts after they have been published unless advised to do so by the Company;
 - (b) must not provide, communicate, distribute, or disseminate any information or commentary concerning any issuer during a registered (“public”) or an exempt (“private”) securities offering by a Client or during or concerning any merger or other business transaction involving a Client except as directed by the Company and, for greater certainty, any such Posts provided by the Company for publication by the Influencer must be posted without any modifications or additional commentary by the Influencer;
 - (c) must maintain all Posts on their Online Platforms as long as such Online Platform remain active and the information in the applicable Post is current and up to date, but in any event must maintain all Posts for at least 12 consecutive months from the date the Posts are first published;
 - (d) must provide all relevant information reasonably necessary to confirm the Online Platforms are legitimate website(s), social media page(s), or other platform(s) of the Influencer;
 - (e) must not claim or suggest any endorsement, authorization, or approval by the Company; and
 - (f) must comply with a request by the Company to modify or remove a Post within 24 hours days of receipt of such a request.
- 10.2. The Influencer must not use the Influencer Program for any unlawful purpose, or any purpose prohibited under the Agreement. The Influencer must not use the Influencer Program in any way that could damage the websites, products, services, or the general business of the Company. Without limiting the generality of the above, the Influencer must not use the Influencer Program to:
- (a) harass, abuse, or threaten others or otherwise violate any person's legal rights;
 - (b) violate any intellectual property rights of the Company or any third party;
 - (c) upload or otherwise disseminate any computer viruses or other software that may damage the property of any person;
 - (d) perpetrate any fraud;
 - (e) engage in, or create, any unlawful gambling, sweepstakes, or pyramid scheme;
 - (f) publish or distribute any obscene, defamatory, or pornographic material;
 - (g) publish or distribute any material that incites violence, hate, or discrimination towards any group;
 - (h) engage in spam activities, including, but not limited to, gathering email addresses or personal information from others, or sending any mass commercial emails; or

- (i) unlawfully gather information about others.

11. Representations, Warranties, and Covenants

11.1. The Influencer represents, warrants, and covenants to the Company that:

- (a) the Influencer (or the principal influencer, if the Influencer is a company) has reached the age of majority in their respective state, province, or territory of residence as of the Effective Date;
- (b) the Influencer has full right, power, and authority to enter into and be bound by the terms of the Agreement and to perform their obligations under the Agreement without the approval or consent of any other party;
- (c) the Influencer has obtained and will maintain all licences, permits, authorizations, consents, and permissions necessary to provide the Services and carry out its obligations under this Agreement;
- (d) the Influencer will perform the Services to the standard of care, skill, and diligence of an experienced global supplier of services substantially similar in nature and complexity of the Services;
- (e) the Influencer owns all right, title, and interest in, or otherwise has full right and authority to permit the use of all material or information posted by the Influencer on the Online Platforms relating to the Company or the Clients;
- (f) any material or information posted by the Influencer on the Online Platforms relating to the Company or the Clients does not infringe the rights of any third party, and use of such information does not and will not violate the rights of any third parties;
- (g) any material or information posted by the Influencer on the Online Platforms relating to the Company or the Clients will not violate any applicable laws or regulations including, but not limited to, privacy, anti-spam, advertising, copyright, trademark, or other intellectual property laws or regulations;
- (h) the Influencer will not make any false or misleading claims regarding the Company or the Clients;
- (i) the content of the Influencer's Online Platforms will not otherwise violate the terms of the Agreement;
- (j) the provision of the Services will not violate any contract or other legal obligation or duty that the Influencer is a party to, bound by, or subject to, whether through statute, regulation, or otherwise and of any governmental authority, whether domestic or foreign; and
- (k) the Influencer has and will continue to comply with all laws, regulations, guidelines, and requirements, including advertising standards and social media, website, and mobile application terms of use and privacy policies, as they relate to the Services provided under the Agreement.

12. Client Data

12.1. To the extent the Influencer receives or is granted access to any Client Data in connection with the Services, the Influencer will use that Client Data only for the purpose of providing the

Services. As between the Company and the Influencer, all Client Data will be Confidential Information of the Company under this Agreement.

12.2. The Influencer must:

- (a) handle all Client Data in accordance with all applicable privacy, data security, and other relevant laws and regulations including, but not limited to, the US *Gramm Leach Bliley Act*; US state or local privacy laws and regulations; the Canadian *Personal Information Protection and Electronic Documents Act* (PIPEDA); Canadian provincial, territorial, or municipal privacy laws and regulations; and the EU *General Data Protection Regulation* (GDPR);
- (b) maintain adequate administrative, technical, organizational, and physical safeguards to ensure the security and confidentiality of all Client Data;
- (c) maintain the minimum data security requirements, if any, established and amended by the Company from time to time;
- (d) promptly notify the Company if the Influencer becomes aware of any accidental or unauthorized disclosure, access, or use of any Client Data in the possession or under the control of the Influencer, and reasonably cooperate with the Company with respect to any accidental or unauthorized disclosure, use, or loss of that Client Data; and
- (e) return to the Company or destroy (at the direction of the Company) all Client Data upon termination of this Agreement.

13. Confidentiality

- 13.1. Each party (the “**Receiving Party**”) who receives Confidential Information (as defined below) disclosed to it by the other party (the “**Disclosing Party**”) will: (a) take all reasonable steps to protect that Confidential Information from any use, reproduction, publication, disclosure, or distribution except as authorized by the Agreement; and (b) restrict disclosure of that Confidential Information to its directors, officers, employees, agents, and professional advisors (as applicable) and on a need-to-know basis for the purpose of discharging its obligations to the Disclosing Party under the Agreement. Each party, as Receiving Party, will be responsible and liable for any breach of this Section 13 by such persons.
- 13.2. “**Confidential Information**” means the terms of the Agreement and any type of information, data, or material relating to one party, as Disclosing Party, that is disclosed to or otherwise acquired by the other party, as Receiving Party, whether before, on, or after the Effective Date, including all data, information, and materials, whether disclosed orally, in writing, or in electronic form, relating to: (a) the business, operations, services, processes, methodologies, or intellectual property of the Disclosing Party, including know-how, trade secrets, concepts, designs, financial data and pricing, business plans and models, business strategies, and information entrusted to the Disclosing Party or its directors, officers, or employees by third parties; and (b) past, current, and potential customers, suppliers, and partners of the Disclosing Party.
- 13.3. Notwithstanding the above, Confidential Information will not include any information that is in the public domain or becomes publicly known through no fault of the Receiving Party or is otherwise properly received from a third party without an obligation of confidentiality.
- 13.4. The Influencer agrees that the Company may identify the Influencer as a participant of the Influencer Program as long as the Influencer remains in the Influencer Program.

14. Intellectual Property of the Company

- 14.1. **“Intellectual Property Rights”** means all intellectual property rights wherever in the world arising, whether registered or unregistered (and including any application), including, but not limited to, business names, trade names, domain names, logos, trademarks, service marks, trade secrets, know-how, confidential information, database rights, copyright, and all rights in the nature of unfair competition rights or rights to sue for passing off.
- 14.2. The Company is the exclusive owner and retains all right, title, and interest in its Intellectual Property Rights including, but not limited to, any and all Intellectual Property Rights in connection with its Clients. Nothing in the Agreement will operate to transfer any right, title, or interest in the Intellectual Property Rights of the Company to the Influencer.
- 14.3. The Company grants to the Influencer the right to market to potential customers the Client(s) identified in the applicable Campaign and grants to the Influencer a limited, revocable, non-exclusive, non-transferable licence to use graphic image and text, which may include the Client(s)' name, logos, trademarks, or service marks only as provided to the Influencer through the Influencer Program and solely for the purpose of fulfilling the Influencer's obligations under the Agreement.

15. Intellectual Property of the Influencer

- 15.1. The Influencer is the exclusive owner and retains all right, title, and interest in its Intellectual Property Rights including, but not limited to, any Intellectual Property Rights in connection with the content developed by the Influencer in connection with the Services, including all imagery, text, and videography, (the **“Marketing Content”**).
- 15.2. During the Term, the Influencer grants to the Company a limited, irrevocable, non-exclusive, non-transferable licence to use the Marketing Content in accordance with the terms of this Agreement and the policies and procedures of the Company from time to time.
- 15.3. Notwithstanding the above, the Influencer agrees that any goodwill that accrues by or through the Influencer's marketing activities, including Marketing Content, will be the Company's sole and exclusive property and will not in any way accrue to the Influencer. The Influencer will not take any action, whether during the term of the Agreement or after its termination, to assert any claim in or to any such goodwill. During the term of the Agreement and after its termination, the Influencer will not commit any act or omission that may have the effect of jeopardizing any goodwill connected with the Company or its online courses.
- 15.4. In the event the Company or a Client of the Company wishes to purchase the rights to any Marketing Content, the parties may enter into a Licensing Agreement in the form attached as Appendix A.

16. Marketing Rights of Company

- 16.1. The Influencer acknowledge that the Company wishes to use the Influencer's Name and Brand (as defined below) in for the limited purposes of providing investor-related documentation including, but not limited to, annual reports or investor presentations; regulatory purposes; press releases; promoting the Company's Influencer Program; and generally promoting the Company's marketing collaboration with the Influencer. **“Influencer's Name and Brand”** means the Influencer's name, trademark, image and likeness, profile, biography, and testimonials.
- 16.2. In support of this, the Influencer grants to the Company a limited, royalty-free, non-exclusive, non-transferable, worldwide right to use, during the Term, the Influencer's Name and Brand for the limited purposes set out above.

17. Equitable Relief

- 17.1. The Influencer acknowledges that the breach or anticipated breach of Sections 7–15 would cause irreparable and continuing damage to the Company that could not adequately be compensated for in damages alone. Accordingly, the Company will have the right to seek equitable and injunctive relief to prevent any actual, anticipated, or further breach of any of Sections 7–15, as well as all other remedies available at law or in equity, and the Influencer consents to an injunction being issued against it in this regard (as applicable).

18. Relationship Between Parties

- 18.1. Independent Contractor. The Influencer is an independent contractor, not an employee of the Company or any company legally affiliated with the Company. The Influencer will determine, in the Influencer's discretion, the manner and means by which the Services under the Agreement are provided. This Agreement does not create a partnership or joint venture and neither party is authorized to act as agent or bind the other party except as expressly stated in the Agreement.
- 18.2. Benefits and Taxes. Nothing in this Agreement will be construed as entitling the Influencer to any benefits or privileges provided by the Company to its employees. The Company will not make any statutory source deductions from any amounts paid to the Influencer under this Agreement. The Influencer will be solely responsible for determining whether they must remit to any government or government agency in any jurisdiction any taxes or assessments related to the performance of the Services. For greater certainty, the Influencer will be solely responsible for the payment of any and all income taxes, withholding taxes, sales taxes, value added, excise, goods and services taxes, employment insurance, Canada Pension Plan, and all other taxes, charges, and contributions now or hereafter payable in connection with any compensation or reimbursement provided by the Company pursuant to this Agreement. The Influencer will be solely responsible for any registration and payment of assessments for coverage with applicable workers' compensation required under federal, provincial/state, or local laws of Canada, the US, or other jurisdictions, while the Influencer is providing Services. If requested by the Company, the Influencer must provide proof of coverage.
- 18.3. Insurance. The Influencer will be solely responsible for obtaining and maintaining such insurance policies that a prudent person providing similar services would obtain and maintain including, but not limited to, commercial general liability insurance, cyber liability insurance, and other liability insurance the Influencer may deem reasonable or necessary. For greater certainty, the Influencer is not covered by, nor is the Influencer a third-party beneficiary of, any liability insurance policy covering the Company, its affiliates, or their respective directors, officers, or employees.
- 18.4. Limited Authority as Agent. This Agreement does not create a partnership or joint venture and the Influencer is not authorized to act as an agent of the Company, except with the express prior written authority of the Company. Without limiting the generality of the foregoing, the Influencer will not commit or be entitled to commit the Company to any obligation, nor will the Influencer incur or be entitled to incur any debt or liability on behalf of the Company, without, in each case, the express prior written authorization of the Company. Any obligations, debts, or liabilities otherwise incurred will be exclusively for the account of the Influencer.
- 18.5. No Exclusivity. The parties expressly acknowledge that the Agreement does not create an exclusive relationship between the parties. The Company is free to engage others to perform services of the same or similar nature to those provided by the Influencer, and the Influencer will be entitled to offer and provide marketing services to others, solicit other clients, and otherwise advertise the services offered by the Influencer.
- 18.6. Non-Solicitation and Non-Circumvention. During the Term and for a period of one year after any termination of this Agreement:

- (a) the Influencer must not solicit or provide services directly to any Clients of the Company who became known to the Influencer as a result of this Agreement or attempt to, or assist any other person to, do the above; and
- (b) the Influencer must not, directly or indirectly, interfere with, circumvent or attempt to circumvent, avoid, by-pass, or obviate the Company's interest in or relationship with its Clients.

18.7. Personal Performance of Services. The Influencer (or the principal influencer, if the Influencer is a company) will personally perform the Services and may not subcontract or use other personnel to perform the Services without the Company's prior written consent.

19. No Warranties

19.1. THE INFLUENCER'S USE OF THE INFLUENCER PROGRAM IS SOLELY AT THEIR OWN AND EXCLUSIVE RISK AND ANY INFORMATION INCLUDING, BUT NOT LIMITED TO, ANY POSTS PROVIDED BY THE COMPANY TO THE INFLUENCER ARE PROVIDED "AS IS". THE COMPANY MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, ABOUT THE COMPLETENESS, ACCURACY, RELIABILITY, OR SUITABILITY OF ANY INFORMATION INCLUDING, BUT NOT LIMITED TO, ANY POSTS PROVIDED BY THE COMPANY.

19.2. THE COMPANY MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, AND THE COMPANY SPECIFICALLY DISCLAIMS, AND THE INFLUENCER WAIVES, ALL IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, MERCHANTABLE QUALITY, DURABILITY, NON-INFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE (EVEN IF THE COMPANY HAS BEEN INFORMED OF THAT PURPOSE), AND ANY OTHER WARRANTIES ARISING BY STATUTE OR OTHERWISE IN LAW, OR FROM A COURSE OF DEALING OR USAGE OF TRADE.

19.3. THE COMPANY MAKES NO WARRANTIES, REPRESENTATIONS, OR CONDITIONS, EXPRESS, IMPLIED, OR STATUTORY, THAT THE INFLUENCER PROGRAM OR THE INFORMATION PROVIDED BY THE COMPANY WILL MEET THE INFLUENCER'S NEEDS OR BE UNINTERRUPTED, SECURE, OR FREE OF INACCURACIES OR ERRORS.

19.4. THE COMPANY WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF, OR IN CONNECTION WITH, THE USE OF, OR RELIANCE ON ANY INFORMATION OR FEATURES PROVIDED BY THE COMPANY OR THROUGH THE INFLUENCER PROGRAM DUE TO INTERRUPTIONS.

20. Indemnity

20.1. Indemnification. The Influencer will indemnify, save, and hold harmless the Company and its directors, officers, shareholders, employees, and agents from and against any and all claims, actions, demands, losses, expenses, damages, and costs, including reasonable lawyers' fees, resulting from, or alleged to result from, the Influencer's acts or omissions or any breach of the Influencer's responsibilities, obligations, representations, or warranties under the Agreement by the Influencer or by any other user under the Influencer's name, or violation by the Influencer or any other uses under the Influencer's name, of any laws including, but not limited to, privacy, anti-spam, marketing and advertising, or intellectual property laws, or other right of any person. The Company reserves the right to take over the exclusive defense of any claim for which the Company is entitled to indemnification, in its sole and exclusive discretion. In such event, the Influencer will provide the Company with such cooperation as is reasonably requested by the Company.

21. Limitation of Liability

21.1. LIMITATION ON DAMAGES. IN NO EVENT WILL THE COMPANY BE LIABLE UNDER CONTRACT (INCLUDING FUNDAMENTAL BREACH), TORT (INCLUDING NEGLIGENCE), OR OTHERWISE FOR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT, PUNITIVE, OR SPECIAL LOSSES OR DAMAGES, OR FOR ANY LOSSES OR DAMAGES RESULTING FROM LOSS OF BUSINESS, LOSS OF PROFITS, LOSS OF GOODWILL, LOSS OF USE, LOSS OF OR DAMAGE TO DATA, OR DAMAGES FOR

PURE ECONOMIC LOSS, HOWEVER CAUSED, WHETHER FORESEEABLE OR NOT, EVEN IF THE COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

- 21.2. LIMITATION ON LIABILITY. IN NO EVENT WILL THE TOTAL LIABILITY OF THE COMPANY FOR ANY LOSS OR DAMAGES RELATING TO THE AGREEMENT EXCEED THE TOTAL COMMISSIONS ACTUALLY PAID TO THE INFLUENCER DURING THE THREE-MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM FOR LIABILITY.
- 21.3. APPLICATION OF LIMITATIONS. THE LIMITATIONS IN THIS SECTION 21 APPLY NOTWITHSTANDING THE FAILURE OF THE ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

22. Payment and Acts Upon Termination

- 22.1. No Damages for Termination. The Company's sole obligation in the event of a termination will be to pay the Influencer any Fees accrued for Services actually performed up to and including the effective date of termination. The Influencer will not be entitled to any other notice, fees, payments, or damages relating to the Influencer's engagement, or termination, by the Company.
- 22.2. Return of Confidential Information. Upon any termination of this Agreement, each party will promptly return to the other party or destroy (at the direction of the other party) all Confidential Information of the other party in its possession or under its control.
- 22.3. Survival. Any provisions that would be expected to survive termination by their nature will remain in full force and effect following any termination of this Agreement.

23. General

- 23.1. Modifications. The Influencer may not modify any attribute of the Services or this Agreement without the prior written consent of the Company. The Company may modify this Agreement with reasonable prior notice to the Influencer. Modifications may include, but are not limited to, changes in the Services, payment procedures, and establishment or modification of Influencer Program rules, policies, or procedures. If any modifications are unacceptable to the Influencer, the Influencer may terminate the Agreement in accordance with the termination provision set out in the Agreement. The Influencer's continued participation in the Company's Influencer Program following the Company's notice of a modification to the Agreement will indicate the Influencer's agreement to the changes.
- 23.2. Suspension of Account. If the Influencer breaches any of the terms of this Agreement or fails to comply with applicable laws or other legal obligations, the Company may suspend or terminate the Influencer's access to their Account. In addition, the Company may suspend or terminate the Influencer's access to their Account for any reason, and to take any other actions that the Company, in its sole discretion, believes to be in the interest of the Company or its Clients.
- 23.3. Further Assurances. Each of the parties will execute such further and other documents and do such further and other acts as may be necessary from time to time to carry out and give effect to the intent of the Agreement.
- 23.4. Currency. All references to currency in the Agreement are to United States dollars.
- 23.5. Force Majeure. Neither party will be responsible for any delay or failure in performance of its obligations under the Agreement to the extent that delay or failure is caused by: (a) a natural disaster, fire, flood, storm, epidemic, or power failure; (b) a war (declared or undeclared), insurrection, or act of terrorism or piracy; (c) a strike (including illegal work stoppage or slowdown) or lockout; (d) Internet or telecommunications failure; or (e) any other cause beyond the control and without the fault or negligence of the affected party (each, a "**Force Majeure Event**"). If a Force Majeure Event affecting a party continues for a period of more than 30

consecutive days, then the other party will have the right to terminate the Agreement as of the date specified in written notice of termination to the affected party.

- 23.6. Notices. All notices required or permitted to be given under the Agreement must be in writing and personally delivered or sent by registered mail or e-mail to the address of the intended recipient set out in the Letter Agreement signed by the Influencer, or at such other address as a party may advise in writing from time to time in a manner provided in the Agreement. Any notice, document, or communication will be deemed to have been given, in the case of delivery by hand or registered mail, when delivered to the recipient, and in the case of delivery by email, upon successful transmission.
- 23.7. Entire Agreement. This Agreement constitutes the entire agreement between the parties and there are no representations or warranties, express or implied, statutory, or otherwise and no collateral agreements other than as expressly set forth or referred to in the Agreement.
- 23.8. Time of the Essence. Time is of the essence in this Agreement.
- 23.9. Enurement. The Agreement will enure to the benefit of and be binding upon the parties and their respective successors, permitted assigns, heirs, executors, and personal representatives.
- 23.10. Assignment. This Agreement may not be assigned by the Influencer without the prior written consent of the Company.
- 23.11. Severability. If any provision of the Agreement is determined to be invalid or unenforceable in whole or in part, such invalidity or unenforceability will not affect the validity or enforceability of the remainder of the Agreement or such provision.
- 23.12. Waiver. No failure or neglect of either party in any instance to exercise any right, power, or privilege under the Agreement or under applicable law will constitute a waiver of any other right, power, or privilege in any other instance.
- 23.13. Remedies. All remedies provided in this Agreement are cumulative and are in addition to any and all legal rights of the applicable party.
- 23.14. Applicable Law. This Agreement will be governed by and interpreted in accordance with the laws of Ontario.
- 23.15. Jurisdiction. The parties hereby irrevocably attorn to the jurisdiction of the courts of Ontario.
- 23.16. Counterparts. This Agreement may be signed in as many counterparts as may be necessary and delivered by electronic means, and each of which so signed and delivered will be deemed to be an original, and such copies together will constitute one and the same instrument.