

BIGLY SALES, INC. – REFERRAL PARTNER AGREEMENT

This Referral Partner Agreement, including all Bigly Sales, Inc.’s (Bigly Sales) terms of service, as may be updated from time to time including Bigly Sales’ privacy policy, acceptable use policy, and any other terms and conditions generally available through <https://app.biglysales.com/terms/platform> (the Agreement) is entered into by Bigly Sales, a Delaware corporation, and each individual and entity participating in the Program (Partner or you) (each a Party, collectively the Parties). This Agreement is effective the date when you click “I accept” or “I agree” button (the Effective Date).

If you are signing on behalf of a company, organization, or other entity, you represent and warrant that: (i) you have full legal authority to bind the Partner to this Agreement; (ii) you have read and understand this Agreement; and (iii) you agree on behalf of the Partner, to this Agreement. You also agree that: (a) you are solely responsible for all acts and omissions of your employees, contractors, agents, and other representatives (collectively, Partner Representatives), and any act or omission by a Partner Representative that would constitute a breach of this Agreement if taken by you will be deemed a breach of this Agreement by you; and (b) you will make each Partner Representative aware of this Agreement’s provisions, as applicable to such Partner Representative, and you will cause each Partner Representative to comply with such provisions.

WHEREAS, Bigly Sales provides a CRM software and services platform for businesses;

WHEREAS, Partner seeks to promote Bigly Sales platform in exchange for a commission for each paying customer referred to Bigly Sales by Partner;

WHEREAS, Bigly Sales has created a referral program (the Program); and

WHEREAS, Partner desires to enroll in the Program.

NOW, THEREFORE, the Parties agree as follows:

1. Recitals. The above recital paragraphs are incorporated into and form a part of this Agreement.

2. Enrollment. To apply for participation in the Program, you must agree to this Agreement. After your completion of the enrollment requirements, you may be accepted into, and enrolled in, the Program. Acceptance into the Program may be granted, denied, or withheld in Bigly Sales’ sole discretion. Bigly Sales reserves the right to re-evaluate your enrollment in the Program at any time and reserves the right to terminate this Agreement and/or your participation in the Program at any time, for any or no reason.

2.1. **Non-exclusive.** This Agreement is intended to constitute a non-exclusive relationship between Partner and Bigly Sales.

3. Partner Referrals and Fees.

3.1. **Partner Link and Referrals.** You will receive a unique URL (Partner Link) that you may display on your website(s), social media page(s), and/or other applicable channel(s) (collectively, Partner Channels), subject to the terms and conditions of this Agreement and any other guidelines we may make available from time to time.

3.2. **Partner Fees.**

3.2.1. **Referred Customer/Partner Fees.** Subject to the terms and conditions of this Agreement, for each entity that through your Partner Link pays for and uses Bigly Sales' services (each such entity, a Customer), or through written confirmation that such Customer was referred by you, you will receive a 15% commission of the revenue actually received by Bigly Sales from Customer for the first 12 months that Customer starts using Bigly Sales, excluding any applicable taxes, refunds, chargebacks, reversals, costs of collection, and the like (Partner Fee). You will not be entitled to any reimbursement of any expenses, or for any payment or compensation of any type, other than the Partner Fees, if any.

3.2.2. **Payment of Fees.** Subject to the terms and conditions of this Agreement, the Partner Fee applicable to each Customer will be deemed earned ninety nine (99) days after Customer's payment and use of Bigly Sales. Partner Fees will be made on or around the 15th of the month after the Partner Fee is earned, i.e., 99 days after the Customer's payment to Bigly Sales. The foregoing timelines are estimates only, and Bigly Sales does not guarantee that Partner Fees will be initiated or available to you in accordance with such estimated timelines. You release Bigly Sales from any and all claims, actions, demands, liabilities, losses, damages (whether direct, indirect, incidental, consequential, or otherwise), judgments, settlements, costs, and expenses (including reasonable attorneys' fees) of every kind and nature, known and unknown arising out of or related to a payment (or pending payment) of Partner Fees that does not meet the foregoing estimated timelines.

If a refund is issued to a Customer (including, without limitation, due to such Customer's cancellation), or a payment from a Customer is charged back or reversed, after the Partner Fee associated with such payment by Customer has already been made to you then Bigly Sales will, at its option: (i) debit you for an amount equal to such refund, chargeback, or reversal amount, (ii) reduce or set off against any future Partner Fees due to you hereunder by an amount equal to such refund, chargeback, or reversal amount, or (iii) invoice you for an amount equal to such refund, chargeback, or reversal.

3.2.3. **Taxes.** You are solely responsible for all taxes, duties, excises, and other charges imposed by any government entity, and for any and all reporting requirements, related to your Partner Fees. Bigly Sales may withhold from any amounts due to you (or, when appropriate, invoice you for) any applicable taxes, refunds, chargebacks, reversals, costs of collection, and the like that are assessed against Bigly Sales at any time in connection with the Partner Fees. Notwithstanding anything to the contrary herein, you may be required to provide information and/or to complete and provide tax documentation (including, without limitation, a completed IRS Form W-9 or W-8BEN) as a condition to receiving Partner Fees, and you will provide any and all information and/or documentation reasonably requested by Bigly Sales to comply with any tax reporting obligations of any jurisdiction. You understand and acknowledge

that Bigly Sales may issue a Form 1099 in the event that Partner Fees equal \$600 (or the then-current minimum amount established by the IRS for 1099 reporting) or more in a given year.

3.2.4. **Limitations.**

3.2.4.1. Notwithstanding anything to the contrary in this Agreement, you will not be entitled to Partner Fees, if: (i) such payment would constitute a violation of any applicable law, or if you violated this Agreement; or (ii) the Customer is a past or current customer of Bigly Sales at the time of such Customer's clicking on your Partner Link or referred to Bigly Sales by you, or if Bigly Sales has already been engaged in communications with such Customer; or (iii) you or the Customer have engaged in any fraud or similar type conduct, including, but not limited to credit card fraud.

3.2.4.2. You will cease accruing rights to Partner Fees effective upon the earliest of: (i) the one-year anniversary of the Customer being referred to Bigly Sales; (ii) the termination of this Agreement; or (iii) the termination of your participation in the Program (whether you withdraw from the Program, or we terminate your participation).

3.2.4.3. The Partner Fee will be attributable only to the last Partner Link, or written referral, on which the applicable Customer clicked or contacted Bigly. For example, if a prospective Customer clicks on a Partner Link provided by Partner X, but then clicks on a Partner Link provided by Partner Y and uses Bigly Sales, then Partner Y will receive the full applicable Partner Fee, even if Partner X's Partner Link and Partner X meets all other conditions set forth in this Agreement regarding Partner Fees. Partner Fees will not be split or transferred under any circumstances.

4. **Program Rules**

4.1. **General Restrictions.** You represent and warrant that: (i) you will use your Partner Link without manipulation or modification of any kind; (ii) you will not engage in any behaviors that are fraudulent, abusive, or harmful to Bigly Sales and/or the Program, as determined by us in our sole discretion; (iii) no Partner Channel will in any way copy, resemble, or mirror the look and feel of Bigly Sales website, currently available at biglysales.com (including any successor and related sites, the Site), and you will not use any means to create the impression that any Partner Channel is the Site or any part of the Site; (iv) you will not use your Partner Link to purchase Bigly Sales' services; (v) you will not send your Partner Link or any marketing messages in connection with the Program to any third party via SMS or text message; (vi) no Partner Channel, nor any advertising materials and/or other materials you create, author, and/or use will infringe on our or anyone else's copyrights, trademarks, trade secrets, patents, or other intellectual property or proprietary rights, publicity rights, privacy rights, or other rights; (vii) you will not send unsolicited bulk-emails (spam) that contain your Partner Link or otherwise in connection with the Program; (viii) other than the Social Media Platforms (as defined below in § 4.3) you will not display your Partner Link on sites and/or apps that contain or reference, and no Partner Channel nor any advertising materials and/or other materials you create, author, and/or use will contain or reference, nudity, pornography or other sexually explicit materials; weapons or graphic violence (including any violent video game images); alcohol, drugs, tragedy, transportation accidents, sensitive social

issues, fake news, or gambling; or content that is offensive, obscene, profane, hateful, threatening, harmful, defamatory, libelous, harassing, or discriminatory (whether based on race, ethnicity, creed, religion, gender, sexual orientation, physical disability, or otherwise), that is solicitous of any unlawful or offensive behavior, or that may create a risk or threat of harm, loss, physical or mental injury, emotional distress, death, disability, disfigurement, or physical or mental illness to any person or animal, in each case as determined by us in our sole discretion; (ix) you will not offer any discount, coupon, free trial, promo code, or other promotional offer in relation to the Program or any Bigly Sales service that is not expressly authorized by Bigly Sales in writing in advance; (x) no Partner Channel, nor any advertising materials and/or other materials you create, author, and/or use will contain any viruses, Trojan horses, worms, time bombs, cancelbots, or other computer programming routines that are intended to, or are likely to, damage, interfere with, surreptitiously intercept, or expropriate any system, data, or Personal Information (as defined below).

If you violate this Section 4.1, you will forfeit any and all Partner Fees attributable, directly or indirectly, to the violation; your Partner Fee balance may be set to \$0 without warning; and we may terminate your participation in the Program, in our sole discretion.

4.2. **Pay Per Click (PPC) Restrictions.**

4.2.1. ***Restricted Terms*** means the following terms: Bigly Sales or any variations or alternative spellings of the foregoing, and any of the foregoing accompanied by “coupon,” “discount code,” “discount,” “promo code,” “promo,” “sale(s),” and/or “deal(s).”

4.2.2. You agree that you will not: (i) bid on any Restricted Terms, including any variations or alternative spellings thereof, for search or content-based campaigns on Google, Bing, MSN, Yahoo, Facebook, or any other network; (ii) use any Restricted Terms, including any variations or alternative spellings thereof, in sequence with any other keyword; (iii) use any Restricted Terms in your ad title, ad copy, or display name, or as the display URL of any Partner Channel; and (iv) use any of our trademarked terms as part of the domain or sub-domain for any Partner Channel.

If you violate this Section 4.2, you will forfeit any and all Partner Fees attributable, directly or indirectly, to the violation; your Partner Fee balance may be set to \$0 without warning; and we may terminate your participation in the Program, in our sole discretion, upon notice to you.

4.3. **Social Media Guidelines.** You represent and warrant that, to the extent you advertise or promote on Facebook, Twitter, Instagram, YouTube, Pinterest, TikTok, and/or other social media platforms (collectively, Social Media Platforms): (i) you will not post your Partner Link on our or on any third party’s Social Media Platforms; (ii) you will not create any Social Media Platform accounts, forums, or groups (including, without limitation, Facebook Groups) that include any of our names, trademarks, service marks, or logos in the page/group/forum name and/or username; and (iii) whenever you post your Partner Link or any content about Bigly Sales, the Program, and/or our products and services, including, without limitation, Subscriptions, on Social Media Platforms, you will include at least one of the following the following: “Sponsored,” “Ad,” “Paid Ad,” or “Advertisement,” with or without a hashtag symbol (e.g., “#sponsored”).

4.4. **Compliance with Laws.** You represent and warrant that, in connection with your participation in the Program, you, the Partner Channel(s), and any advertising materials and/or other materials you create, author, and/or use do not and will not violate any applicable federal, state, local, international, or foreign law (including any law arising under common law), statute, regulation, rule, or guideline (including any guideline created and/or enforced by a self-regulatory organization), including, without limitation, the California Consumer Privacy Act, Cal. Civ. Code § 1798.100 et seq. and the EU General Data Protection Regulation 2016/679 of the European Parliament and of the Council; the CAN-SPAM Act and the Telephone Consumer Protection Act; the U.S. Federal Trade Commission’s (FTC) Guides Concerning the Use of Endorsements and Testimonials in Advertising and guidance on Cross-Device Tracking; the Digital Advertising Alliance’s Self-Regulatory Principles for Online Behavioral Advertising, Principles of Transparency and Control to Data Used Across Devices, and Self-Regulatory Principles to the Mobile Environment; and all applicable sanctions programs administered by, and restrictions imposed by, OFAC, in each case as may be amended or updated from time to time. Without limiting the generality of the foregoing, if you choose to promote via e-mail campaigns, you represent and warrant that you will comply with the CAN-SPAM Act of 2003 (Public Law No. 108-187), including by, among other things, providing the option to unsubscribe from future emails in all email messages and making it clear that you are the sender of the email and not acting at the direction of Bigly Sales.

4.5. **Privacy Restrictions.** You represent and warrant that you will respect the privacy of all individuals with whom you interact (including, without limitation, representatives of Customers and of prospective Customers) and be transparent about your data collection and use practices, including by: (i) not collecting Personal Information about any individual unless you have provided notice to, and obtained any applicable consent of, the individual in question, in each case in accordance with applicable law (“Personal Information” means any information that identifies, relates to, describes, is reasonably capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular natural person or household (including, without limitation, names, email addresses, and phone numbers), or “personal information” or “personal data,” as those terms are defined under applicable law); and (ii) not contacting people with promotional materials unless they have consented, as applicable, to being contacted through the medium you use, and you do so in accordance with applicable law.

Additionally, you will promptly notify Bigly Sales in the event of any Privacy Incident, and you will promptly and fully cooperate with Bigly Sales in the event that Bigly Sales escalates to you, or requests your cooperation with respect to, any Privacy Incident. A “Privacy Incident” means any confirmed or reasonably suspected accidental, unlawful, or unauthorized collection, processing, destruction, loss, alteration, or disclosure of, or access to, Personal Information by you or on your behalf, and includes, without limitation, any allegation that you have not properly provided notice with respect to, or have not properly obtained consent to, collect Personal Information; or that you engaged in phone calls or email messages, or collected data, in a manner inconsistent with your privacy policy, this Agreement, and/or applicable law.

5. **FTC Disclosure Requirements.** Without limiting the generality of Section 4 above, you represent and warrant that you will include a disclosure statement that is in compliance

with all FTC Guidelines (each, a Material Connection Disclosure Statement) within any and all Partner Channels and any other content that includes your Partner Link. Each Material Connection Disclosure Statement will clearly and concisely state that we may compensate you in connection with your participation in the Program. You further represent and warrant that any statements you make about Bigly Sales, the Program, and/or our products and services will reflect your honest opinions, beliefs, and/or experiences, and will not be false, misleading, or unsupported. Each Material Connection Disclosure Statement you make will adhere to the following guidelines: (i) each Material Connection Disclosure Statement will appear as close as possible to the claim(s) to which it relates; (ii) each Material Connection Disclosure Statement will be placed above the fold such that scrolling is not necessary to find the Material Connection Disclosure Statement; and (iii) no Material Connection Disclosure Statement will be in the form of a pop-up.

The “FTC Guidelines” include, without limitation, the FTC’s “Dot Com Disclosures” guidelines (available at <http://www.ftc.gov/os/2013/03/130312dotcomdisclosures.pdf>), the FTC’s Endorsement Guides (available at <https://www.ftc.gov/tips-advice/business-center/guidance/ftc-endorsement-guides-what-people-are-asking>), the FTC’s Native Advertising guidelines (available at <https://www.ftc.gov/tips-advice/business-center/guidance/native-advertising-guide-businesses>), and any other applicable FTC guidelines that are available or become available from time to time, in each case as may be amended or updated from time to time.

6. Maintenance of Partner Channel(s). The maintenance and the updating of the Partner Channel(s) will be your sole responsibility. We have the right to monitor the Partner Channel(s) at any time to determine their compliance with the terms and conditions of this Agreement. We may notify you of any changes to the Partner Channel(s) that must be made for your participation in the Program to continue. If you do not promptly make the requested changes to the Partner Channel(s), we may terminate your participation in the Program, effective immediately upon written notice to you.

7. Audits. Upon request, you will enable Bigly Sales to audit your records and other relevant materials to verify your compliance with this Agreement and any other guidelines we may make available from time to time. In addition, you will promptly provide such records and other materials, as well as other cooperation and assistance, as may be reasonably requested by Bigly Sales from time to time. You will promptly notify Bigly Sales in writing of any inquiry received by you from any news media, reporter, publication, trade association, or governmental authority, and of any complaints or allegations of wrongdoing received by you, with regard to Bigly Sales, the Program, or your conduct under this Agreement.

8. Modification of Program. Bigly Sales reserves the right to change, modify, and/or eliminate the Program and/or all or any portion of this Agreement or any policy pertaining to the Program in its sole discretion, at any time, for any or no reason, including by discontinuing or changing the terms applicable to the Partner Fees, or by merging the Program with another program. If we make changes to this Agreement, we will notify you of such changes via the email you provided. Unless otherwise stated by us in writing, the amended Agreement will be effective immediately upon its posting, and your continued participation in the Program after the amended Agreement is posted will confirm your acceptance of the changes. If you do not agree to the amended Agreement, you must stop participating in the Program.

9. Termination. We may terminate this Agreement and/or your participation in the Program in accordance with the terms hereof or by giving you at least five (5) days' written notice; provided, however, if you breach any provision of this Agreement, then we may terminate this Agreement and your participation in the Program immediately. You may terminate your participation in the Program, with or without cause, by giving us at least five (5) days' written notice. Upon any termination of your participation in the Program, (a) you will immediately cease all activities in connection with the Program, (b) you will immediately cease all use of, and remove from the Partner Channel(s), your Partner Link and all materials provided by or on behalf of us to you (including all Licensed Materials (as defined below)) in connection with the Program, and (c) you will cease accruing rights to Partner Fees. Any outstanding payment obligations and all provisions that, by their nature, should survive the termination of this Agreement and/or your participation in the Program, including, without limitation, Sections 3, 5, 7, 9, 10, and 11 through 18 (inclusive), will survive such termination.

10. Licensed Materials; Ownership.

10.1. **License Grant.** Subject to your continuing compliance with the terms and conditions of this Agreement, we hereby grant to you a non-exclusive, non-transferable, non-sublicensable, revocable, and limited right, solely in connection with your Partner Link, and subject to any brand guidelines made available by Bigly Sales in writing (as the same may be amended or updated from time to time), to use and display our logos, trade names, trademarks, and similar identifying materials that are designated by us in writing for such purpose, as well as marketing and advertising materials that we may provide to you or authorize for such purpose (collectively, the Licensed Materials).

10.2. **License Restrictions.** You are entitled to use the Licensed Materials in accordance with Section 10.1 above solely so long as, and to the extent that, you are a member in good standing of the Program, as determined by us, in our sole discretion. All uses of the Licensed Materials will be on behalf of Bigly Sales and all goodwill associated therewith will inure to the sole benefit of Bigly Sales. If any ownership rights in or to the Licensed Materials (or any portion thereof) vest in you, you will, and hereby do, assign to Bigly Sales all of your rights, title, and interest in and to the same. You will not use your Partner Link or the Licensed Materials in any manner that is disparaging, misleading, or obscene, or that otherwise portrays Bigly Sales in a negative light, as determined by us, in our sole discretion.

10.3. **Reservation of Rights.** Except for the limited right granted to you under this Section 10, you do not obtain any rights under this Agreement under any intellectual property rights of Bigly Sales or its licensors. Bigly Sales reserves all rights not expressly granted herein in and to the Site and all materials therein or transferred thereby, including, without limitation, software, images, text, illustrations, graphical artwork and graphics, photographs, audio, videos, music, patents, and copyrights; your Partner Link; the Licensed Materials; any technical specifications and/or guidelines we may make available; our products and services; and our domain name(s). Bigly Sales does not grant any implied licenses under this Agreement.

10.4. **Feedback.** If you or any Partner Representative provide(s) any suggestions, recommendations, or other feedback relating to the Program or any Bigly Sales products or

services, (collectively, Feedback), such Feedback is non-confidential, and you hereby grant, and you represent and warrant that you have all rights necessary to grant, to Bigly Sales, on behalf of yourself and any such Partner Representative(s), a non-exclusive, perpetual, irrevocable, transferable, royalty-free, and worldwide license, with the right to grant and authorize sublicenses, to implement, use, modify, and otherwise exploit, in any way, without restriction, the Feedback, without any fees, attribution, or other obligations to you, any Partner Representative, or third party.

11. Representations and Warranties. You represent and warrant that: (i) this Agreement constitutes your legal, valid, and binding obligation, enforceable against you in accordance with its terms, and that the performance of your obligations under this Agreement does not (and will not) constitute a breach of, or conflict with, any other agreement or arrangement by which you are bound; (ii) you have the full right, power, and authority to enter into and be bound by the terms and conditions of this Agreement, and to perform your obligations under this Agreement, without the approval or consent of any other party; (iii) you have sufficient right, title, and interest in and to the rights granted to us in this Agreement such that the rights you grant are valid, complete, and do not and will not infringe any third-party rights, nor violate any applicable laws; and (iv) you will not, directly or indirectly, (a) engage in any unfair, anti-competitive, unethical, misleading, or deceptive acts or practices in connection with this Agreement and/or the Program, including, without limitation, any acts that are or might be detrimental to the public or to the goodwill or reputation of Bigly Sales, our products and/or services, the Program, and/or the Licensed Materials, including any dissemination, display, or use of any false, misleading, or deceptive representations, depictions, or materials for or in connection with the Program; (b) make any promises, representations, warranties, or other commitments: (1) actually, apparently, or impliedly on Bigly Sales' behalf, or (2) concerning or relating to our products or services; or (c) make any payments or gifts, or offers or promises of payments or gifts, of any kind, directly or indirectly, to any official of any foreign government or any agency or instrumentality thereof in connection with this Agreement and/or the Program.

12. Confidentiality.

12.1. “**Confidential Information**” means all non-public information disclosed by Bigly Sales to you, directly or indirectly, whether in writing, orally, or otherwise, under or in connection with this Agreement and/or the Program, including but not limited to the existence and content of the discussions between the parties and this Agreement; trade secrets, communication samples, pricing, inventions and confidential knowledge; information concerning Customers; personally identifiable information; information concerning the business, processes, procedures, technology, customers, potential customers or suppliers of Bigly Sales.

12.2. **Obligations.** You will not disclose any Confidential Information to any third party, provided that you may disclose Confidential Information to such Partner Representatives (if any) that are bound to you by non-use and non-disclosure obligations applicable to the Confidential Information that are at least as restrictive as those obligations set forth herein. You will protect all Confidential Information using at least the same degree of care you would use to protect your own confidential information of like importance, but in no event less than reasonable care. You will not use Confidential Information for any purpose other than the purpose for which it was disclosed to you.

12.3. **Compelled Disclosure.** If any Confidential Information is required to be produced by applicable law, you will promptly notify Bigly Sales of such requirement and you will cooperate with Bigly Sales to obtain an appropriate protective order prior to such disclosure. In the event that Bigly Sales is unable to obtain a protective order or other appropriate remedy, or if it so directs you, you will furnish only that portion of the Confidential Information that is required, and you will exercise your best efforts to obtain reliable assurance that confidential treatment will be accorded to such Confidential Information.

12.4. **Equitable Relief.** Unauthorized use or disclosure of Confidential Information may cause harm not compensable by damages, and, accordingly, Bigly Sales may seek injunctive or other equitable relief in a court of competent jurisdiction, without posting a bond, to protect its Confidential Information from any breach or threatened breach of Section 12.

12.5. **Return Destruction.** All Confidential Information is and remains the property of Bigly Sales or its licensors, as applicable. Promptly upon Bigly Sales' request, you will return all documents and other materials containing, representing, and/or embodying Confidential Information, and all copies thereof, to Bigly Sales, or, at Bigly Sales' option, securely destroy same and certify destruction.

13. **Release.** You hereby release, on behalf of yourself and any Partner Representatives, Bigly Sales from any and all Losses arising out of or related to a dispute between you and a third party (including any other Partner) in connection with the Program.

14. **Indemnification.** You will indemnify, hold harmless, and (at Bigly Sales' option) defend Bigly Sales and its respective directors, officers, employees, consultants, agents, shareholders, partners, members, and other owners (collectively, Bigly Sales' Indemnitees), against any and all losses arising out of or in connection with any third-party claim resulting from of or related to: (a) your conduct in connection with the Program and/or this Agreement, including the actions and omissions of Partner Representatives; (b) allegations that any content or other material you use, distribute, reproduce, modify, publish, list information regarding, edit, translate, syndicate, make derivative works of, display, or perform on the Partner Channel(s) or otherwise in connection with the Program and/or this Agreement infringes, misappropriates, or violates any Intellectual Property Right or right of publicity (except to the extent such content or material is unmodified Licensed Material); (c) any claim related to the Partner Channel(s); (d) allegations that any of the messages you send or your communications, or your participation in, or activities conducted in connection with, the Program violate any applicable law; (e) your failure to satisfy any debt, obligation, or liability, including your failure to pay any taxes for which you are responsible or your failure to comply with your obligations to any Partner Representative, including payment of wages, provision of benefits, and payment of employment taxes; or (f) your breach of this Agreement, including any of your representations, warranties, or obligations hereunder (each, an Indemnified Claim). Unless Bigly Sales directs otherwise in writing or elects to control the defense of any Indemnified Claim, you will assume the defense of the Indemnified Claim through counsel designated by you and reasonably acceptable to Bigly Sales, and Bigly Sales may, at its expense, participate in the defense of the Indemnified Claim with its own counsel. You will not settle or compromise any Indemnified Claim, nor consent to the entry of any

judgment, without the prior written consent of Bigly Sales. Bigly Sales will reasonably cooperate with you in the defense of an Indemnified Claim, provided that you reimburse Bigly Sales for its costs and expenses as they are incurred to provide such cooperation.

15. Disclaimer of Warranties. THE PROGRAM, YOUR PARTNER LINK, THE SITE, AND THE LICENSED MATERIALS ARE PROVIDED “AS IS” AND “AS AVAILABLE,” WITHOUT WARRANTIES OF ANY KIND. BIGLY SALES HEREBY EXPRESSLY DISCLAIMS ANY AND ALL REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, ORAL OR WRITTEN, IN CONNECTION WITH THE FOREGOING, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NONINFRINGEMENT, AND IMPLIED WARRANTIES ARISING FROM COURSE OF DEALING OR COURSE OF PERFORMANCE. IN ADDITION, WE MAKE NO REPRESENTATION THAT THE OPERATION OF THE SITE OR PROGRAM WILL BE UNINTERRUPTED OR ERROR FREE, AND WE WILL NOT BE LIABLE FOR THE CONSEQUENCES OF ANY INTERRUPTIONS OR ERRORS, OR LOSS OF DATA. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, BIGLY SALES SPECIFICALLY DISCLAIMS ANY REPRESENTATION OR WARRANTY REGARDING THE AMOUNT OF COMPENSATION AND ANY ECONOMIC OR OTHER BENEFIT THAT YOU MAY EARN OR RECEIVE UNDER OR IN CONNECTION WITH THIS AGREEMENT AND/OR THE PROGRAM.

YOU UNDERSTAND THAT, IN THE COURSE OF CONDUCTING ACTIVITIES RELATED TO THE PROGRAM, YOU MAY INTERACT WITH THIRD PARTIES THAT MAY POSE HARM OR RISK TO YOU OR OTHERS. YOU ARE ADVISED TO TAKE REASONABLE PRECAUTIONS WITH RESPECT TO INTERACTIONS WITH THIRD PARTIES ENCOUNTERED IN CONNECTION WITH THE PROGRAM. BIGLY SALES, ON BEHALF OF ITSELF AND THE BIGLY SALES INDEMNITEES, EXPRESSLY DISCLAIMS ALL LIABILITY FOR ANY ACT OR OMISSION OF YOU OR ANY OTHER PARTNER OR ANY OTHER THIRD PARTY.

16. Limitation of Liability.

16.1. Limitation on Indirect Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, NEITHER PARTY MAY BE HELD LIABLE UNDER THIS AGREEMENT FOR ANY DAMAGES OTHER THAN DIRECT DAMAGES, EVEN IF THE PARTY IS AWARE OR SHOULD KNOW THAT SUCH DAMAGES ARE POSSIBLE AND EVEN IF DIRECT DAMAGES DO NOT SATISFY A REMEDY. FOR GREATER CERTAINTY, IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES OR FOR ANY FAILURE TO REALIZE EXPECTED SAVINGS, ANY LOSS OF REVENUES OR PROFITS, LOST DATA, LOSS OF COMPUTER TIME OR ANY OTHER COMMERCIAL OR ECONOMIC LOSSES.

16.2. Limitation of Liability Amount. NOTWITHSTANDING ANYTHING ELSE IN THIS AGREEMENT TO THE CONTRARY, IN NO EVENT SHALL BIGLY SALES’S AGGREGATE LIABILITY FOR ALL CLAIMS OF ANY KIND, INCLUDING ANY

CLAIMS ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, EXCEED THE TOTAL AMOUNT OF FEES PAID TO PARTNER UNDER THIS AGREEMENT DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE DATE ON WHICH THE CAUSE OF ACTION AROSE.

16.3. **Exceptions to Limitations.** These limitations of liability do not apply in the event of a breach of confidentiality obligations hereunder.

17. **Governing Law; Jurisdiction.** This Agreement will be governed by and construed in accordance with the laws of the State of Florida, without regard to its conflict of law principles. Bigly Sales and Partner agree that any dispute between them arising out of or concerning this Agreement, or any provisions hereof, whether arising in contract, tort, or otherwise at law or in equity for damages or any other relief, then such dispute shall be resolved exclusively through final and binding arbitration pursuant to the Federal Arbitration Act, conducted by a single neutral arbitrator and administered under the Commercial Arbitration Rules of the American Arbitration Association. The exclusive site of such arbitration shall be in Broward County, Florida. The arbitrator's award shall be final, and judgment may be entered upon it in any court having jurisdiction. The prevailing party shall be entitled to recover its costs and reasonable attorneys' fees. The entire dispute, including the scope and enforceability of this arbitration provision, shall be determined by the arbitrator. This arbitration provision shall survive the termination of this Agreement for any reason. Notwithstanding the foregoing, Bigly Sales may bring a claim for injunctive relief against Your violation of this Agreement in any court of competent jurisdiction.

18. **Miscellaneous.**

18.1. **Independent Contractor.** Partner is an independent contractor of Bigly Sales, and this Agreement will not be construed to create any association, partnership, joint venture, employer-employee, or agency relationship between Partner and Bigly Sales for any purpose. Partner has no authority (and will not hold itself out as having authority) to bind Bigly Sales, and Partner will not make any agreements or representations, nor accept any offers, on Bigly Sales' behalf without Bigly Sales' prior written consent. Without limiting the generality of the foregoing, neither Partner nor any Partner Representative will be eligible to participate in any vacation, group medical or life insurance, disability, profit sharing or retirement benefits, or any other fringe benefits or benefit plans offered by Bigly Sales to its employees, and Bigly Sales will not be responsible for withholding or paying any income, payroll, social security, or other federal, state, or local taxes, making any insurance contributions, including unemployment or disability, or obtaining worker's compensation insurance on Partner's behalf. Partner will be responsible for, and will indemnify Bigly Sales for, from, and against, all such taxes or contributions, including penalties and interest. Partner will be fully responsible for the Partner Representatives (if any) and will indemnify Bigly Sales against any claims made by or on behalf of any Partner Representatives.

18.2. **Entire Agreement.** This Agreement is the parties' entire agreement relating to its subject matter and supersedes any prior or contemporaneous agreements related to such subject matter.

18.3. **Assignment.** Neither party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the prior written consent of the other party (not to be unreasonably withheld). Notwithstanding the foregoing, Bigly Sales may assign this Agreement in its entirety, without consent of Partner, to its Partner or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets.

18.4. **No Third-Party Beneficiaries.** The representations, warranties and other terms contained herein are for the sole benefit of the parties hereto and their respective successors and permitted assigns, and they shall not be construed as conferring any rights on any other persons.

18.5. **Severability.** If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, such provision shall be changed by the court and interpreted so as to best accomplish the objectives of the original provision to the fullest extent allowed by law, and the remaining provisions of this Agreement shall remain in full force and effect.

18.6. **Headings.** The headings of the sections of this Agreement are for convenience only and do not form a part hereof, and in no way limit, define, describe, modify, interpret or construe its meaning, scope or intent.

18.7. **No Waiver.** No failure or delay on the part of either party in exercising any right, power or remedy under this Agreement shall operate as a waiver, nor shall any single or partial exercise of any such right, power or remedy preclude any other or further exercise or the exercise of any other right, power, or remedy.

18.8. **Notices.** Any notice to Bigly Sales is to be sent to tom@biglysales.com. Any notices to Partner shall be sent to the email address provided by Partner when enrolling into the program.