Appendix A – Standard Terms and Conditions for Cost Per Acquisition Campaigns

This Appendix of terms and condition, when incorporated into an insertion order, represents the parties' common understanding for doing business.

DEFINITIONS

"**Ad**" means any advertisement provided by Advertiser.

"**Advertiser**" means the advertiser.

"**Advertising Materials**" means artwork, copy, or active URLs for Ads.

"**Affiliate**" means, as to an entity, any other entity directly or indirectly controlling, controlled by, or under common control with, such entity.

"Co-Registration" means the relationship between Media Company or its affiliate publisher and advertiser that involves the exchange of consumer information. In the relationship, the consumer or business information is treated as a sales lead for the advertiser. The Media Company or its affiliate publisher collects consumer or business information through a registration process on the website and the consumer opts-in to receiving marketing communications from third party advertisers.

"**CPA"** means pricing on a cost per acquisition basis.

"**Deliverable**" or "**Deliverables**" means the inventory delivered by Media Company (*e.g.*, impressions, clicks, or other desired actions).

"**IO**" means a mutually agreed insertion order that incorporates these Terms, under which Media Company will deliver Ads on Sites for the benefit of Advertiser.

"**Media Company**" means the publisher listed on the applicable IO.

"**Media Company Properties**" are websites specified on an IO that are owned, operated, or controlled by Media Company.

"**Network Properties**" means websites specified on an IO that are not owned, operated, or controlled by Media Company, but on which Media Company has a contractual right to serve Ads.

"**Policies**" means advertising criteria or specifications made conspicuously available, including content limitations, technical specifications, privacy policies, user experience policies, policies regarding consistency with Media Company's public image, community standards regarding obscenity or indecency (taking into consideration the portion(s) of the Site on which the Ads are to appear), other editorial or advertising policies, and Advertising Materials due dates.

"**Representative**" means, as to an entity and/or its Affiliate(s), any director, officer, employee, consultant, contractor, agent, and/or attorney.

"Site" or "**Sites**" means Media Company Properties and Network Properties.

"**Terms**" means these Standard Terms and Conditions for Internet Advertising for Media Buys One Year or Less, Version 3.0.

"**Third Party**" means an entity or person that is not a party to an IO; for purposes of clarity, Media Company, Agency, Advertiser, and any Affiliates or Representatives of the foregoing are not Third Parties.

I. INSERTION ORDERS AND INVENTORY AVAILABILITY

a. IO Details. From time to time, Media Company and Advertiser may execute IOs that will be accepted as set forth in Section I(b). As applicable, each IO will specify: (i) the type(s) and amount(s) of Deliverables, (ii) the price(s) for such Deliverables, (iii) the maximum amount of money to be spent pursuant to the IO, (iv) the start and end dates of the campaign, (v) for any co-registration lead generation campaigns, data fields constituting a valid co-registration lead as set forth in Section IX (k); (vii) for lead generation CPA, those leads that are deemed valid and are not reversed under Section IV(d); and (vii) the identity of and contact information for any Third Party Ad Server. Other items that may be included are, but are not limited to, reporting requirements, any special Ad delivery scheduling and/or Ad placement requirements, and specifications concerning ownership of data collected.

b. Availability; Acceptance. Media Company will make commercially reasonable efforts to notify Advertiser within five (5) business days of receipt of an IO signed by Advertiser if the specified inventory is not available. Acceptance of the IO and these Terms will be deemed the earlier of (i) written (which, unless otherwise specified, for purposes of these Terms, will include paper, fax, or e-mail communication) approval of the IO by Media Company and Advertiser, or (ii) the display of the first Ad, lead generation CPA impression or co-registration impression by Media Company or the mailing of the first Email Ad, unless otherwise agreed on the IO. Notwithstanding the foregoing, modifications to the originally submitted IO will not be binding unless approved in writing by both Media Company and Advertiser.

c. Revisions. Revisions to accepted IOs will be made in writing and acknowledged by the other party in writing.

II. AD PLACEMENT AND POSITIONING

a. Compliance with IO. Media Company will comply with the IO, including all Ad placement, and, except as set forth in Section VI(c), will create a reasonably balanced delivery schedule. Media Company will provide, within the scope of the IO, an Ad to the Site specified on the IO when such Site is visited by an Internet user. Any exceptions will be approved by Advertiser in writing.

b. Changes to Site. Media Company will use commercially reasonable efforts to provide Advertiser at least 10 business days prior notification of any material changes to the Site that would materially change the target audience or materially affect the size or placement of the Ad specified on the applicable IO. Should such a modification occur with or without notice, as Advertiser's sole remedy for such change, Advertiser may cancel the remainder of the affected placement without penalty within the 10-day notice period. If Media Company has failed to provide such notification, Advertiser may cancel the remainder of the affected placement within 30 days of such modification and, in such case, will not be charged for any affected Ads delivered after such modification.

III. PAYMENT AND PAYMENT LIABILITY

Invoices. The initial invoice will be sent by Media Company upon completion of the first month's delivery, or within 30 days of completion of the IO, whichever is earlier. Invoices will be sent to Advertiser's billing address as set forth on the IO and will include information reasonably specified by Advertiser, such as the PO number, Advertiser name, brand name or campaign name, and any number or other identifiable reference stated as required for invoicing on the IO. All invoices (other than corrections of previously provided invoices) pursuant to the IO will be sent within 90 days of delivery of all Deliverables.

Upon request from the Advertiser, Media Company should provide proof of performance for the invoiced period, which may include access to online or electronic reporting, as addressed in these

Terms, subject to the notice and cure provisions of Section IV. Media Company should invoice Advertiser for the services provided on a calendar-month basis based on actual delivery.

b. Payment Date. Advertiser will make payment 30 days from its receipt of invoice, or as otherwise stated in a payment schedule set forth on the IO. An Administrative fee of 2% per month may be charged for all late payments. First orders are subject to credit approval prior to commencement.

IV. REPORTING

a. Confirmation of Campaign Initiation. Media Company will, within two (2) business days of the start date on the IO, provide confirmation to Advertiser, either electronically or in writing, stating whether the components of the IO have begun delivery.

b. Tracking Pixel and Reporting. In the event that a campaign is based on a performance metric to be tracked on Advertiser's site, the method for tracking the completion of the performance metric shall be set forth in an applicable IO. Media Company may require that Advertiser install a tracking pixel on the confirmation page for each advertisement to be delivered hereunder, to track and provide estimated live statistics for Media Company or Third Parties who are promoting Advertiser's performance campaign on Media Company's behalf. If Advertiser removes or manipulates the tracking code at any time during the campaign, without express written permission from Media Company, Media Company may suspend performance and, if applicable, Advertiser agrees to pay Media Company for the days during which tracking code was absent or manipulated based on the average daily conversion measurements (using daily click counts and/or conversions for the seven (7) days prior to the tracking code being removed or manipulated). Reversals for CPA leads due to a tracking pixel error are not permitted. Unless disputed, Advertiser's tracking count shall be used for invoicing purposes. In the event of a dispute or if the Advertisers tracking pixel is disrupted for any reason whatsoever, the Media Company will maintain a record and back up of the leads for the month and the Media Company's reporting will be used for invoicing purposes. The daily and monthly reports shall include gross CPA lead totals and any Lead Reversal requests which includes a file summary with a specific, non-generic, reversal reasons. A Lead Reversal will only apply if the lead is not within the Targeting as described the Insertion Order description and was claimed within the month that the lead was generated. A Lead Reversal is defined as a credit for a specific and erroneous lead. In the event that a campaign is suspended or cancelled at any time while the campaign is active, Advertiser agrees to pay for all conversions, sales, leads, and/or clicks generated from advertisements delivered prior to suspension or cancellation of a campaign, for a period of thirty (30) days following said suspension or cancellation.

c. Reporting for CPA Lead Generation Campaigns. Advertiser must provide daily and monthly reports for each CPA lead generation campaign placed by Advertiser with Media Company. The monthly report is due on or before the fifth business day of the month following the month in which the CPA lead generation campaign was delivered. The monthly report shall include gross CPA lead totals and a CPA any lead reversal requests which includes a file summary with a specific, non-generic, reversal reason and which is permitted in the IO or Media Company's CPA lead reversal policy as detailed in the Paragraph IV b. Notwithstanding the foregoing, Advertiser may provide Third Party Ad Server data and tracking pixel reporting in lieu of the monthly report provided that such access is inclusive of all aforementioned elements required in the monthly report. Final counting and tracking of CPA leads will be based on Media Company's tracking or Advertiser's monthly report data of valid CPA leads, as per the respective obligations in Section IV (b).

V. CANCELLATION AND TERMINATION

a. For Cause. Either Media Company or Advertiser may terminate an IO at any time if the other

party is in material breach of its obligations hereunder, which breach is not cured within 10 days after receipt of written notice thereof from the non-breaching party, except as otherwise stated in these Terms with regard to specific breaches. Additionally, if Advertiser breaches its obligations by violating the same Policy three times (and such Policy was provided to Advertiser) and receives timely notice of each such breach, even if Advertiser cures such breaches, then Media Company may terminate the IO or placements associated with such breach upon written notice. If Advertiser does not cure a violation of a Policy within the applicable 10-day cure period after written notice, where such Policy had been provided by Media Company to Advertiser, then Media Company may terminate the IO and/or placements associated with such breach upon written notice.

VI. MAKEGOODS

a. Unguaranteed Deliverables. This IO contains CPA Deliverables, therefore predictability, forecasting, and conversions for such Deliverables may vary and guaranteed delivery, even delivery, and makegoods are not available.

VII. FORCE MAJEURE

a. Generally. Excluding payment obligations, neither Advertiser nor Media Company will be liable for delay or default in the performance of its respective obligations under these Terms if such delay or default is caused by conditions beyond its reasonable control, including, but not limited to, fire, flood, accident, earthquakes, telecommunications line failures, electrical outages, network failures, acts of God, or labor disputes ("**Force Majeure event**"). If Media Company suffers such a delay or default, Media Company will make reasonable efforts within five (5) business days to recommend a substitute transmission for the Ad or time period for the transmission. If no such substitute time period or makegood is reasonably acceptable to Agency, Media Company will allow Advertiser a pro rata reduction in the space, time, and/or program charges hereunder in the amount of money assigned to the space, time, and/or program charges at time of purchase. In addition, Advertiser will have the benefit of the same discounts that would have been earned had there been no default or delay.

b. Related to Payment. If Advertiser's ability to transfer funds to Third Parties has been materially negatively impacted by an event beyond the Advertiser's reasonable control, including, but not limited to, failure of banking clearing systems or a state of emergency, then Advertiser will make every reasonable effort to make payments on a timely basis to Media Company, but any delays caused by such condition will be excused for the duration of such condition. Subject to the foregoing, such excuse for delay will not in any way relieve Advertiser from any of its obligations as to the amount of money that would have been due and paid without such condition.

c. Cancellation. If a Force Majeure event has continued for five (5) business days, Media Company and/or Advertiser has the right to cancel the remainder of the IO without penalty.

VIII. AD MATERIALS

a. Compliance. Media Company reserves the right within its discretion to reject or remove from its Site any Ads for which the Advertising Materials, software code associated with the Advertising Materials (*e.g.* pixels, tags, JavaScript), or the website to which the Ad is linked do not comply with its Policies, or that in Media Company's sole reasonable judgment, do not comply with any applicable law, regulation, or other judicial or administrative order. In addition, Media Company reserves the right within its discretion to reject or remove from its Site any Ads for which the Advertising Materials or the website to which the Ad is linked are, or may tend to bring, disparagement, ridicule, or scorn upon Media Company or any of its Affiliates (as defined below), provided that if Media Company has reviewed and approved such Ads prior to their use on the Site, Media Company will not immediately remove such Ads before making commercially

reasonable efforts to acquire mutually acceptable alternative Advertising Materials from Advertiser.

b. Trademark Usage. Media Company, on the one hand, and Advertiser, on the other, will not use the other's trade name, trademarks, logos, or Ads in any public announcement (including, but not limited to, in any press release) regarding the existence or content of these Terms or an IO without the other's prior approval.

c. Required Email Content. To the extent that an IO provides for or otherwise permits marketing by e-mail, the Advertising Materials provided by Advertiser shall also include the Advertiser's postal address; a functioning unsubscribe mechanism which, when activated by a user, will actually and permanently remove the user's email address from the Advertiser's database within 5 days of request receipt; a non-misleading and accurate "Subject Line" and/or "From Line"; and any other information necessary to comply with applicable laws and regulations including but not limited to the CAN-SPAM Act of 2003.

d. Suppression List. Advertiser agrees to maintain and deliver to Media Company within five (5) days in advance of the start of a campaign a suppression list containing the e-mail addresses of those individuals who have opted out or unsubscribed from receiving communications from the Advertiser (the "Suppression List"). Advertiser shall further provide an updated Suppression List to Company real time or if not real time then no later than once every five (5) days for the duration of the offer each time a user has requested to be unsubscribed (through the link or otherwise) in the format specified by the Media Company or via a third-party vendor that facilitates suppression list exchanges. Each party shall use best practices to prevent use or disclosure of the Suppression List for any purpose other than to honor the request of individuals to opt out or unsubscribe from receiving communications and shall treat such Suppression Lists as confidential information as provided herein. Both parties represent and warrant its performance hereunder will fully comply with the CAN-SPAM Act of 2003 and any other country's email laws, to the extent applicable.

e. Tracking Pixel for Performance Campaigns. In the event that a campaign is based on a performance metric to be tracked on Advertiser's Site and a tracking pixel has been mutually agreed upon, Advertiser shall insert Media Company's tracking pixel on the confirmation page for each advertisement to be delivered hereunder. In the event that a tracking pixel has not been mutually agreed upon, then an alternative method for tracking the completion of the performance metric shall the Media Company's reporting as stated in in Section IV (b).

f. Co-Registration Campaigns. With respect to any lead generation co-registration campaigns ("Co-Registration Campaigns), it is the Advertiser's responsibility to confirm that the data fields delivered match the data fields enumerated on the applicable IO ("Co-Reg Leads"). The Advertiser and Media Company have agreed to employ a Scrub rate whereby a predetermined percentage of Co-Reg Leads will be discounted in order to deal with discrepancies related to erroneous information or duplication Advertisers database. All Co-Registration Campaigns, including any co-registration forms and Creative, shall be in compliance with all applicable laws, rules and regulations and this Agreement. Advertiser acknowledges that consumers who have elected to co-register with Advertiser also may have elected to co-register with Media Company and/or its affiliated publishers, and may have elected to co-register and/or sign up with additional advertisers. Therefore, Advertiser acknowledge that Media Company and its affiliated publishers or advertisers, as applicable, retain all rights to market and communicate to such consumers, consistent with their policies and procedures.

IX. INDEMNIFICATION

a. By Media Company. Media Company will defend, indemnify, and hold harmless Advertiser, and

each of its Affiliates and Representatives from damages, liabilities, costs, and expenses (including reasonable attorneys' fees) (collectively, "**Losses**") resulting from any claim, judgment, or proceeding (collectively, "**Claims**") brought by a Third Party and resulting from (i) Media Company's alleged breach of Section XII or of Media Company's representations and warranties in Section XIV(a), (ii) Media Company's display or delivery of any Ad in breach of Section II(a) or Section IX(e), or (iii) Advertising Materials provided by Media Company for an Ad (and not by Advertiser, and/or each of its Affiliates and/or Representatives) ("**Media Company Advertising Materials**") that: (A) violate any applicable law, regulation, judicial or administrative action, or the right of a Third Party; or (B) are defamatory or obscene. Notwithstanding the foregoing, Media Company will not be liable for any Losses resulting from Claims to the extent that such Claims result from (1) Media Company's customization of Ads or Advertising Materials based upon detailed specifications, materials, or information provided by the Advertiser, and/or each of its Affiliates and/or Representatives, or (2) a user viewing an Ad outside of the targeting set forth on the IO, which viewing is not directly attributable to Media Company's serving such Ad in breach of such targeting.

b. By Advertiser. Advertiser will defend, indemnify, and hold harmless Media Company and each of its Affiliates and Representatives from Losses resulting from any Claims brought by a Third Party resulting from (i) Advertiser's alleged breach of Section XII or of Advertiser's representations and warranties in Sections IX(i) and XIV(a), (ii) Advertiser's violation of Policies (to the extent the terms of such Policies have been provided (*e.g.*, by making such Policies available by providing a URL) via email or other affirmative means, to Advertiser at least 14 days prior to the violation giving rise to the Claim), or (iii) the content or subject matter of any Ad or Advertising Materials to the extent used by Media Company in accordance with these Terms or an IO.

c. Procedure. The indemnified party(s) will promptly notify the indemnifying party of all Claims of which it becomes aware (provided that a failure or delay in providing such notice will not relieve the indemnifying party's obligations except to the extent such party is prejudiced by such failure or delay), and will: (i) provide reasonable cooperation to the indemnifying party at the indemnifying party's expense in connection with the defense or settlement of all Claims; and (ii) be entitled to participate at its own expense in the defense of all Claims. The indemnified party(s) agrees that the indemnifying party will have sole and exclusive control over the defense and settlement of all Claims; provided, however, the indemnifying party will not acquiesce to any judgment or enter into any settlement, either of which imposes any obligation or liability on an indemnified party(s) without its prior written consent.

X. LIMITATION OF LIABILITY

Excluding Advertiser's, and Media Company's respective obligations under Section X, damages that result from a breach of Section XII, or intentional misconduct by Advertiser, or Media Company, in no event will any party be liable for any consequential, indirect, incidental, punitive, special, or exemplary damages whatsoever, including, but not limited to, damages for loss of profits, business interruption, loss of information, and the like, incurred by another party arising out of an IO, even if such party has been advised of the possibility of such damages.

XII: NON-DISCLOSURE, DATA USAGE AND OWNERSHIP, PRIVACY AND LAWS

a. Additional Definitions. As used herein the following terms shall have the following definitions:

i. "User Volunteered Data" is personally identifiable information collected from individual users by Media Company during delivery of an Ad pursuant to the IO, but only where it is expressly disclosed to such individual users that such collection is solely on behalf of Advertiser.

ii. "IO Details" are details set forth on the IO but only when expressly associated with the applicable Discloser, including, but not limited to, Ad pricing information, Ad description, Ad placement information, and Ad targeting information.

iii. "Performance Data" is data regarding a campaign gathered during delivery of an Ad pursuant to the IO (e.g., number of impressions, interactions, and header information), but excluding Site Data or IO Details.

iv. "Site Data" is any data that is (A) preexisting Media Company data used by Media Company pursuant to the IO; (B) gathered pursuant to the IO during delivery of an Ad that identifies or allows identification of Media Company, Media Company's Site, brand, content, context, or users as such; or (C) entered by users on any Media Company Site other than User Volunteered Data.

v. "Collected Data" consists of IO Details, Performance Data, and Site Data.

vi. "Repurposing" means retargeting a user or appending data to a non-public profile regarding a user for purposes other than performance of the IO.

vii. "Aggregated" means a form in which data gathered under an IO is combined with data from numerous campaigns of numerous Advertisers and precludes identification, directly or indirectly, of an Advertiser.

b. User Volunteered Data. All User Volunteered Data is the property of Advertiser, is subject to the Advertiser's posted privacy policy, and is considered Confidential Information of Advertiser. Any other use of such information will be set forth on the IO and signed by both parties.

c. Privacy Policies. Advertiser, and Media Company will post on their respective Web sites their privacy policies and adhere to their privacy policies, which will abide by applicable laws. Failure by Media Company, on the one hand, or Advertiser, on the other, to continue to post a privacy policy, or non-adherence to such privacy policy, is grounds for immediate cancellation of the IO by the other party.

d. Compliance with Law. Advertiser, and Media Company will at all times comply with all federal, state, and local laws, ordinances, regulations, and codes which are applicable to their performance of their respective obligations under the IO.

XIII. MISCELLANEOUS

a. Necessary Rights. Media Company represents and warrants that Media Company has all necessary permits, licenses, and clearances to sell the Deliverables specified on the IO subject to these Terms. Advertiser represents and warrants that Advertiser has all necessary licenses and clearances to use the content contained in the Ads and Advertising Materials as specified on the IO and subject to these Terms, including any applicable Policies.

b. Assignment. Advertiser may not resell, assign, or transfer any of its rights or obligations hereunder, and any attempt to resell, assign, or transfer such rights or obligations without Media Company's prior written approval will be null and void. All terms and conditions in these Terms and each IO will be binding upon and inure to the benefit of the parties hereto and their respective permitted transferees, successors, and assigns.

c. Entire Agreement. Each IO (including the Terms) will constitute the entire agreement of the parties with respect to the subject matter thereof and supersede all previous communications, representations, understandings, and agreements, either oral or written, between the parties with respect to the subject matter of the IO. The IO may be executed in counterparts, each of which will be an original, and all of which together will constitute one and the same document.

d. Conflicts; Governing Law; Amendment. Media Company and Advertiser agree that any Claims, legal proceedings, or litigation arising in connection with the IO (including these Terms) will be brought in the City of Toronto, Province of Ontario, Canada, and the parties consent to the jurisdiction of such courts. No modification of these Terms will be binding unless in writing and signed by both parties. If any provision herein is held to be unenforceable, the remaining provisions will remain in full force and effect. All rights and remedies hereunder are cumulative.

e. Notice. Any notice required to be delivered hereunder will be deemed delivered three days after deposit, postage paid, in U.S. mail, return receipt requested, one business day if sent by overnight courier service, and immediately if sent electronically or by fax. All notices to Media Company and Advertiser will be sent to the contact as noted on the IO with a copy to the Legal Department. All notices to Advertiser will be sent to the address specified on the IO.

f. Survival. Sections III, VI, X, XI, XII, and XIII will survive termination or expiration of these Terms, and Section IV will survive for 30 days after the termination or expiration of these Terms. In addition, each party will promptly return or destroy the other party's Confidential Information upon written request and remove Advertising Materials and Ad tags upon termination of these Terms.

g. Headings. Section or paragraph headings used in these Terms are for reference purposes only, and should not be used in the interpretation hereof.