

Affiliate Terms & Conditions

Effective Date: July 1, 2025

General

Forever At Home Corp., a Colorado corporation (“**FAH**”) manufactures, sells and markets various Products and Services, including, but not limited to In-Wall Niches, In-Ground Niches, Cremation Urns and Bags, Memorial Accessories, and Engraving Services. (the “**Products and Services**”).

These terms and conditions (the “**Terms and Conditions**”) are in addition to any other agreements between you (“**You**” or the “**Affiliate**”) and FAH, including any Affiliate agreements and any other agreements that govern your use of software, Products and Services, goods, services, content, tools, and information provided by FAH. At FAH’s sole discretion, these Terms and Conditions may change from time to time. Affiliate will be responsible for such terms and conditions as are currently in use and You are strongly advised to review these in Your own discretion in FAH’s online Admin Portal (defined below). FAH may notify the Affiliate in the event of a material change to these Terms and Conditions.

Accounts and Registration

All Affiliate registration information you submit must be accurate and updated. You are responsible for all use of your account, including unauthorized use by any third-party.

Acceptance of Terms and Conditions

By checking the acceptance box and submitting your registration information, you agree to follow and be bound by these Terms and Conditions, including the policies referenced herein.

Additional Rights and Duties of FAH and You

The following additional terms become effective and applicable at the time that an Affiliate Agreement is entered into between FAH and You. At which time You become an Affiliate as further explained hereafter.

Recitals

These Terms and Conditions presume the following facts:

A. The Affiliate is an independent professional service provider that has expertise in referral and promotion services related to the Products and Services (defined below). The Affiliate maintains a separate business and has its own recurring business liabilities, obligations, and responsibilities. The Affiliate is not economically dependent on FAH and may suffer a loss or realize a profit under the Affiliate Agreement, including these Terms and Conditions, and other similar contracts with others.

B. FAH and the Affiliate desire to set forth the terms and conditions under which FAH agrees to pay Affiliate fees in the form of sales commissions and discretionary bonuses (collectively, “**Fees**”), and Affiliate agrees to actively promote, market and sell the Products and Services (i) to the Affiliate’s customers using its existing and future sales channels, (ii) by referring new and existing customers or other interested parties (collectively, “**Referrals**”) to FAH’s website using a personalized referral link; and (iii) by recruiting new affiliates and distributors to partner with FAH.

In these Terms and Conditions FAH and Affiliate are referred to individually as a “**Party**” and collectively as the “**Parties**.”

These Terms and Conditions provide further information, additional details, and obligations of the Parties.

1. **Promotion of Sales.**

(a) FAH hereby grants to Affiliate the non-exclusive right to act as a FAH referral and marketing partner to solicit orders for FAH Products and Services from Referrals within the 50 States and Washington, DC of the United States of America and Puerto Rico (“**Territory**”). Although Affiliate is authorized to solicit business from Referrals and Distributors, any and all orders shall be subject to the approval of FAH.

(b) Affiliate’s non-exclusive assigned Territory will not prevent FAH from selling the Products within the Territory. In the event of a conflict regarding prospective Referrals, FAH will defer to Affiliate if it is determined by FAH, in its sole and absolute discretion that Affiliate had been in significant contact with the prospective Referral.

(c) For the avoidance of doubt, this Terms and Conditions encompasses the promotion of sales to Referrals, Distributors and related Affiliates. Should Affiliate or any of its related affiliates wish to become resellers (“**Distributors**”) of FAH’s Products and Services, such party may enter into a separate distribution agreement with FAH and shall adhere to FAH’s Distributor policies, terms and conditions

2. **Marketing, Promotion and Education.** Affiliate shall have the following obligations with respect to the promotion, marketing and distribution of FAH’s Products and Services:

(a) To use its best efforts to promote the sale and market FAH’s Products and Services in the Territory. Specifically, Affiliate shall diligently undertake to advertise the Products and Services in the Territory to the Referrals.

(b) Affiliate shall stay well-informed and up-to-date on FAH’s Products and Services so as to be able to answer Referral questions, demonstrate the Products and Services as applicable, and advise Referrals on the importance of FAH’s Products installation guidance.

(c) FAH has the right to require Affiliate use FAH’s products physical samples, brochures, marketing materials, electronic graphics, and images (collectively, “**Marketing Materials**”). Affiliate may at its option create any hard copies of the printable Marketing Materials at its own expense, or it may purchase the same from FAH at cost and on separate terms as agreed by the Parties. Further, FAH may require Affiliate to include on its website a graphic including FAH’s logo or trademark demonstrating that Affiliate is an authorized referral and marketing partner. Affiliate may utilize such Marketing Materials to promote sales of the Products and Services and in preparing its own advertising materials. The use of FAH’s Marketing Materials by Affiliate is subject to a separate Media License Agreement, which is made part of these Terms and Conditions by reference.

(d) At all times when performing its obligations under the Affiliate Agreement and these Terms and Conditions, Affiliate shall clearly and conspicuously disclose its relationship with FAH, including but not limited to: in any Marketing Materials, promotional activities, in print, or electronically on the Internet, in emails, and all social media, consistent with the Federal Trade Commission’s (“**FTC**”) Endorsement Guides (16 C.F.R. Part 255).

(e) To promptly respond to all inquiries from FAH and Referrals, including Products and Services details, order status, installation process, complaints, and anything else related to the promotion and sale of the Products and Services.

- (f) To diligently investigate all leads with respect to potential Referrals referred to it.
- (g) To diligently identify and recruit new Affiliates, Distributors and strategic partners with an emphasis in promoting and selling the Products and Services and to track and provide information on new Affiliates and strategic partners to FAH periodically.
- (h) To permit FAH, its employees and representatives to visit Affiliate's place(s) of business and inspect its inventories, service records, and other relevant documents.
- (i) To participate actively in educational, sales, training, merchandising and similar programs prepared by FAH to learn about the Products and Services to educate personnel and Referrals regarding the same; to participate in all fairs and exhibitions in the Territory where such participation will, in the judgment of FAH, promote the Products and Services.
- (j) Affiliate must not advertise the Products and Services, and FAH, in a misleading, inaccurate or false manner. If Affiliate represents or advertises the Products and Services or FAH in a misleading, inaccurate or false manner Affiliate must indemnify and defend each of FAH and its affiliated entities and their respective representatives (collectively, "**FAH Indemnitees**") against, and must hold each of them harmless from, any and all losses, damages, liabilities, deficiencies, actions, judgments, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorneys' fees that result from such advertisement.

3. **Sales Policies.** The prices, charges, and terms and conditions of sale regarding the Products and Services ("**Sales Policies**") shall be established solely by FAH. The Affiliate will be given access to an online administrative portal ("**Admin Portal**"), which hosts the current Sales Policies. The Sales Policies are incorporated into the Affiliate Agreement by reference and shall be those in effect at the time of a sale to a Referral, and as established from time to time by FAH in its price sheets, bulletins, website, Admin Portal and other authorized releases by the FAH. In addition to any such policies, Affiliate shall not create or use any marketing, promotional, sales, discounts, coupons or specials in performing its duties hereunder that have not been provided or pre-approved in writing by FAH. Written notice of changes in Sales Policies may be provided to Affiliate from time-to-time; provided however that, Affiliate shall be responsible for compliance with all current policies provided in the Admin Portal.

4. **Prices, Orders, Changes and Cancellations.** Prices for Products and Services can be found on FAH's online eCommerce website and on the Affiliate's Admin Portal. Prices are subject to change. FAH shall approve orders, changes, credit to Referrals, and similar requests in its sole discretion. Any such requests made by a Referral to Affiliate shall be forwarded to FAH. Orders for custom Products may not be canceled, returned or refunded once the Product has been customized. for the Products and their installation. This section represents some of the important price, orders, changes and cancellation terms. Affiliate is responsible for and should refer to the Sales Policies provided in the Admin Portal.

5. **Affiliate's Obligations.**

- (a) Affiliate assumes full responsibility for all costs and expenses which it incurs in carrying out its obligations under the Affiliate Agreement, including but not limited to all rentals, salaries, commissions, advertising, demonstration, travel and accommodation expenses without the right to reimbursement for any portion thereof from FAH.
- (b) Affiliate shall use its best efforts to effect maximum sales of the Products and Services in a manner that enhances the business, good name, goodwill and reputation of FAH and in a manner that complies with all applicable laws. Affiliate shall promote and solicit orders for FAH Products and Services and agrees to work diligently and faithfully in the Territory to secure orders for the Products and Services.

(c) Affiliate shall keep FAH informed of market conditions concerning the Products and Services and of prices in the Territory for products similar to the Products and Services. Affiliate shall advise and suggest to FAH any possible changes or modifications to the Products and Services that would, in its opinion, render the Products and Services more marketable. FAH shall, in its sole discretion, accept or reject such suggestions.

(d) Affiliate shall not, without FAH's prior written approval, alter, enlarge, or limit approved orders, make representations or guarantees concerning the Product and Services not approved in writing by FAH, accept the return of or make any allowance for the Products and Services.

(d) Affiliate shall promptly furnish to FAH any information that Affiliate may have regarding the credit standing of any Distributor, Affiliate or prospective customer for the Products and Services. Affiliate shall comply with Sales Policies promulgated from time to time by FAH. Affiliate shall furnish to FAH at such times as FAH shall request, but no less frequent than weekly, a detailed record of all Distributor, Affiliate, Referral, customer or prospect contacts in such form and containing such details as FAH shall require from time to time.

(e) Affiliate agrees to cooperate with FAH in addressing any Referral and customer complaints concerning the Products and to reasonably take any action requested by FAH to resolve such complaints. Affiliate also agrees to assist FAH in arranging for any customer warranty service.

(f) Affiliate must ensure that its related Affiliates, Distributors and Referrals clearly acknowledge that following the current Installation Instructions published by FAH are essential for the proper functionality of the Products. Further Affiliate agrees to defend and indemnify FAH against any claim arising from a Referral, Distributor or any Client regarding Products failure due to improper installation where Affiliate negligently advises the Referral or Distributor that it was not necessary to follow the Products' Installation Instructions.

(g) Affiliate agrees to clearly communicate these obligations to its newly recruited Distributors and Affiliates, who are expected to comply with the same for the benefit of all the parties and will reasonably assist FAH in any efforts to enforce the same. Affiliate's newly recruited Distributors and Affiliates may be required to enter into additional agreements with FAH, including but not limited to Terms and Conditions of Use for the online Admin Portal and Media License Agreement.

6. **Compensation.** FAH will provide Affiliate with an assigned access via weblink, QR Code, and similar, which takes the Referral to FAH's eCommerce Website. Such access is associated with Affiliate's account and assists FAH in tracking sales, fulfilling orders, and paying commissions ("Fees") for Products and Services ordered by the Referrals. FAH shall provide Affiliate with a Fee schedule which further describes commissions paid to Affiliate earned on the completed sales of the Products and Services to Affiliate's Referrals and past commissions paid to Affiliate. FAH reserves the right to develop bonus and incentive programs to reward Affiliate as determined by FAH in its sole discretion.

7. **Independent Contractor.** The Affiliate Agreement and these Terms and Conditions create an **independent contractor relationship**. Affiliate and its agents and employees are not, and will not become by reason of performance hereunder, an agent or employee of FAH, for any purpose, and no joint enterprise or partnership is intended or created by the Affiliate Agreement or these Terms and Conditions; accordingly:

(a) **The Affiliate acknowledges and agrees that it is not entitled to unemployment insurance, or worker's compensation benefits from FAH. Further, Affiliate is responsible for, and obligated to pay, federal and state income taxes. The Affiliate (for itself and its agents and employees) acknowledges,**

agrees, represents and warrants that it (and its agents and employees) is not entitled to: (i) unemployment insurance benefits; (ii) worker's compensation; or (iii) any other benefits from FAH. Further, Affiliate (and its agents and employees) is responsible for, and obligated to pay, all federal and state income taxes on any monies paid pursuant to the Affiliate Agreement or these Terms and Conditions or resulting from payment for the Services provided under the Affiliate Agreement, including these Terms and Conditions: provided, however, that FAH may withhold any such taxes from any compensations to be paid to Affiliate if FAH, in its sole discretion, shall determine that such withholding is required under any applicable federal, state or local laws, regulations or ordinances. The Affiliate is not required to work exclusively for FAH and is not under FAH's direction and control. Affiliate further agrees to execute an IRS Form W-9 to enable FAH to issue a Form 1099 to the Affiliate at the end of each calendar year for any monies earned under the Affiliate Agreement.

(b) Affiliate represents and warrants to FAH that Affiliate is an independent contractor and that it currently maintains, and shall continue to maintain during the Term, separate facilities (other than transportation facilities) in which Affiliate will use in connection with the performance of its services, duties and responsibilities under the Affiliate Agreement. Affiliate hereby agrees to indemnify FAH and hold it harmless from any and all liabilities, obligations, claims, any applicable penalties or interest, costs and expenses, including reasonable attorney's fees, made, imposed against, or incurred by FAH or relating to any administrative or judicial order enforced against FAH, concerning the withholding or payment of federal, state or local income taxes by or on behalf of Affiliate based on the compensations paid to Affiliate by FAH pursuant to the Affiliate Agreement.

(c) Affiliate will perform its obligations to the satisfaction of FAH. The Affiliate will fully cooperate and coordinate with FAH to correct any errors or deficient performance. **Affiliate shall be solely responsible for and have charge and control of all means, methods, techniques, sequences, and procedures for coordinating all portions of its obligations.**

(d) The services include all services generally performed by a professional in Affiliate's business and include, without limitation, all labor, materials, equipment, goods and/or services necessary to perform such services. **Affiliate agrees to obtain and furnish, at its expense, all labor, sales and marketing materials, travel, transportation, services, permits, licenses and insurance to perform the services and will pay all fees and taxes (including all state and Federal income, employee, and social security taxes and unemployment insurance) associated with compensation received. Affiliate shall comply with and give notices required by all laws, ordinances, rules, regulations, and lawful orders of public authorities with jurisdiction.**

8. Term and Termination.

(a) The Affiliate Agreement begins on the date Affiliate signs the Affiliate Agreement ("**Effective Date**") and continues for one (1) year ("**Term**").

(b) The Affiliate Agreement shall automatically renew annually on the Effective Date.

(c) The Affiliate Agreement may be terminated by either Party for convenience by providing thirty (30) days written notice to the other Party.

(d) The Affiliate Agreement may be terminated immediately for cause by either Party if a Party is in material breach of the Affiliate Agreement, and if such breach is not cured after seven (7) days following written notice by the non-breaching Party to the other Party.

(e) If the Affiliate Agreement is terminated for any reason whatsoever, Affiliate shall be entitled to receive its full compensations, determined and payable in accordance with provisions of the Affiliate Agreement, including these Terms and Conditions and applicable fee schedules, with respect to orders solicited and accepted prior to the effective date of such termination, regardless of when the Products are

shipped or invoices issued subject, however, to the full and final collection of payment for such sales, determined by FAH in its sole and absolute determination.

(f) Upon the termination of the Affiliate Agreement, including these Terms and Conditions, for any reason, the Parties will each stop using the other's materials, Marketing Materials, and Confidential Information (defined below).

9. **Non-Solicitation, Non-Circumvention.**

(a) During the Term of the Affiliate Agreement, Affiliate shall not: (i) directly or indirectly, pursue any transactions with any Referral to sell products or services which are directly competitive with FAH's Products and Services; or (ii) solicit or induce any person to leave employment with FAH.

(b) Any general solicitation to the public by Affiliate, not otherwise in violation of this Section, shall not constitute a breach of this Section.

(c) Affiliate hereby covenants and agrees that in no instance shall Affiliate circumvent, avoid, bypass or obviate FAH in any manner, directly or indirectly, to avoid payment of fees or any other obligation in any way involving (i) any of the parties introduced; (ii) Confidential Information (defined below) disclosed pursuant to the Affiliate Agreement, including these Terms and Conditions; or (iii) any transaction contemplated hereunder or other business arrangement arising out of or connected in any way to the Confidential Information. Affiliate will not, directly or indirectly, without the collaboration or express written consent of FAH, enter into any such transaction or agreement, which would otherwise have the effect of preventing FAH from receiving the full benefit of the Affiliate Agreement, including any documents incorporated by reference thereto.

10. **Proprietary Information and Rights.** Affiliate acknowledges that it will have access to certain confidential and proprietary information of FAH, including, without limitation, Licensed Media (as defined in FAH's Medial License Agreement), Marketing Materials, Referral lists, customer lists, supplier lists, trade secrets, Product information, Product creation techniques, copyrights, trademarks, patents, intellectual property, and other non-public proprietary information regarding FAH and the Products (collectively, "**Confidential Information**"), and that such Confidential Information constitutes valuable, special, and unique property of FAH or its affiliated entities. Confidential Information includes any information marked as "confidential" or reasonably assumed to be confidential in light of the nature of the information and its disclosure. Affiliate shall not, unless first authorized in writing by FAH, either during or after the Term, disclose or use, whether directly or indirectly, any of such Confidential Information by any means to any person or entity for any reason or purpose whatsoever, or use Confidential Information for any purpose other than to perform its obligations under the Affiliate Agreement or Terms and Conditions. Furthermore, Affiliate agrees that the Confidential Information is the sole and exclusive property of FAH or its affiliated entities and any use contrary to this Section, will result in substantial and irreparable harm to FAH and its affiliated entities.

11. **Insurance.** Affiliate shall, at its expense and discretion, obtain and maintain during the term of the Affiliate Agreement adequate insurance consistent with the standards of Affiliate's profession and industry as determined by Affiliate.

12. **Indemnification.** Affiliate will defend, indemnify and hold FAH and its affiliated entities harmless, including its officers, directors, shareholders, employees, representatives, agents, successors and assigns from and against all claims of third parties, and all associated losses including reasonable attorneys' fees, to the extent arising out of (a) Affiliate's negligence or willful misconduct, including the actions of its employees and contractors, in performing any of its obligations under the Affiliate Agreement, including all documents incorporated by reference thereto; or (b) a material breach by Affiliate of any of its representations, warranties, covenants or agreements under the Affiliate Agreement and all applicable Terms and Conditions.

13. **Limitation of Liability.** TO THE EXTENT ALLOWED BY APPLICABLE LAWS, IN NO EVENT SHALL FAH BE LIABLE, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, FOR ANY INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES (INCLUDING LOST SALES OR PROFIT, LOST DATA, BUSINESS INTERRUPTION OR ATTORNEYS' FEES), INCURRED BY AFFILIATE RELATED TO THE AFFILIATE AGREEMENT INCLUDING ALL DOCUMENTS AND AGREEMENTS INCORPORATED BY REFERENCE, EVEN IF NOTIFIED IN ADVANCE OF SUCH POSSIBILITY.

14. **Force Majeure.**

(a) Force Majeure shall mean any event or condition, not existing as of the date of signature of the Affiliate Agreement, not reasonably foreseeable and not reasonably within the control of a Party, which prevents the performance by one of the Parties of its obligations hereunder or which renders the performance of such obligations so difficult or costly as to make such performance commercially unreasonable. Without limiting the foregoing, the following shall constitute events or conditions of Force Majeure: acts of state or governmental action, riots, disturbance, war, strikes, lockouts, slowdowns, prolonged shortage of energy supplies, epidemics, pandemics, fire, flood, hurricane, typhoon, earthquake, lightning, explosion, and any act of God or nature. It is in particular expressly agreed that any refusal or failure of any governmental authority to grant any export license legally required for the fulfillment by FAH of its obligations hereunder shall constitute an event of Force Majeure.

(b) The Party invoking Force Majeure shall provide to the other Party confirmation of the existence of the circumstances constituting Force Majeure. Such evidence may consist of a statement or certificate of an appropriate governmental department or agency where available, or a statement describing in detail the facts claimed to constitute Force Majeure. Such notice shall include a description of the nature of the event of Force Majeure, and its cause and possible consequences.

(c) Upon giving notice to the other Party, the non-performing Party shall be released without any liability on its part from the performance of its obligations under these Terms and Conditions, except for the obligation to pay any amounts due and owing hereunder, but only to the extent and only for the period that its performance of such obligations is prevented by the event of Force Majeure. The party claiming Force Majeure shall promptly notify the other party of the termination of such event.

(d) During the period that the performance by one of the Parties of its obligations under these Terms and Conditions has been suspended by reason of an event of Force Majeure, the other Party may likewise suspend the performance of all or part of its obligations hereunder to the extent that such suspension is commercially reasonable. The Party invoking Force Majeure shall take reasonable measures to mitigate the losses that may be suffered by the other Party.

(e) Should the period of Force Majeure continue for more than six (6) consecutive months, either Party may terminate these Terms and Conditions without liability to the other party, except for payments due to such date, upon giving written notice to the other Party.

15. **Notices.** Any notice, demand, or request required or permitted to be given under the Affiliate Agreement or hereunder shall be made in writing and shall be deemed to be effective when sent via an express mail service or via certified mail, return receipt requested, to the address specified in this Paragraph 15. Any party may change its or its address by delivering written notice to the other party. All notices required or permitted under the Affiliate Agreement or Terms and Conditions must be sent to the parties at the addresses below unless changed in accordance with the terms of this paragraph.

If to FAH: Forever At Home
Attn: Gerardo G. Garcia
17301 W. Colfax Avenue, Ste 404
Golden, CO 80401
Telephone: (877) 764-2437
Direct: (720) 880-8055
Email: g.garcia@theeternalniche.com

With copy to: Basecamp Legal PC
Attn: Adrienne Fischer
3900 E Mexico Avenue, Suite 300
Denver, CO 80210
Telephone: (720) 821-7460
Direct: (720) 446-9680
Email: adrienne@basecamplegal.com

If to Affiliate: The valid and current address within the Territory provided by the Affiliate to FAH.

16. **Dispute Resolution.** Any controversy, dispute, claim, or breach arising out of or relating to any of the terms of the Affiliate Agreement, including these Terms and Conditions, which is not settled amicably by the parties, may be entered in a court of competent jurisdiction in Jefferson County, Colorado. The award of the judgment may include costs, attorneys' fees, and injunctive relief and shall be final and binding upon the parties and judgment upon such award may be entered in a court of competent jurisdiction in Jefferson County, Colorado.

17. **Applicable Law and Venue.** The Affiliate Agreement, including these Terms and Conditions, shall be construed and determined under the laws of the State of Colorado, without giving effect to the conflict of laws principles thereof. Any suit, action or proceeding arising out of the Affiliate Agreement, including these Terms and Conditions, or related to the Products or Services, shall be brought only in a court of competent jurisdiction in Jefferson County, Colorado. Each Party voluntarily and irrevocably submits to the jurisdiction of any state or federal court sitting in Jefferson County, Colorado and irrevocably waives, to the fullest extent permitted by law, any objection that it may now or hereafter have to the laying of venue of any such suit, action or proceeding brought in any such court and any claims that any such suit, action or proceeding brought in any such court has been brought in an inconvenient forum.

18. **Severability, Waiver.** If any part of these Terms and Conditions is held to be invalid, void, or unenforceable by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect and shall in no way be affected, impaired, or invalidated by such a ruling. The waiver by FAH of any provision of the Affiliate Agreement or these Terms and Conditions must be in writing and signed by an authorized officer or representative of FAH in order to be effective and shall not be construed as a waiver of any subsequent breach of the Affiliate Agreement or Terms and Conditions.

19. **Assignability.** Affiliate shall not assign its rights nor delegate the performance of its duties under the Affiliate Agreement, including these Terms and Conditions, without the prior written consent of FAH, which consent may be withheld in FAH's sole discretion. FAH may assign its obligations to any affiliated entity or to a purchaser of part or all of its assets or business, and upon such assignment, the assignee shall assume the liabilities and obligations of FAH hereunder, and FAH shall automatically be released from such liabilities and obligations. In addition, FAH may, at its option, terminate the Affiliate Agreement, including these Terms and Conditions, upon written notice to Affiliate in the event of a sale of its business or a majority of its assets.

20. **Entire Agreement.**

(a) These Terms and Conditions, including attachments and agreements referenced to or available to Affiliate on the Admin Portal, contain the entire understanding and agreement between the parties relating to the subject matter set forth herein, and all of their prior written or oral agreements, understandings or arrangements are merged herein. No amendment or modification hereof shall be binding upon either party unless in writing and signed by the party to be charged therewith. If any discrepancy arises between the Affiliate Agreement and the Terms and Conditions, the Terms and Conditions prevail.

(b) **Incorporation by Reference.** The Company reserves the right to update and change policies in writing, and any dispute or claim(s) made by a party shall be subject to the document or policy in effect on the date the dispute or claim arose. These Terms and Conditions expressly incorporate the following sections and agreements by reference:

- (i) The Recitals and introductory paragraph.
- (ii) The Affiliate Agreement.
- (iii) Media License Agreement
- (iv) Sales Policies
- (v) Admin Portal access policies (Terms of Use and Privacy Policy)
- (vi) Commission Fee Schedule

21. **Binding Effect.** The Affiliate Agreement and these Terms and Conditions shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

22. **Section Headings.** All section headings are intended for convenience only and shall not control or affect the meaning, construction or affect these Terms and Conditions or of any of its provisions.

23. **Non-Disparagement.** At all times, the Parties agree not to say, write, express, communicate, relate, or reveal to any person or entity anything disparaging, defamatory, false or misleading about each other or their business practices and activities.