

## **AFFILIATE PARTNER MANAGEMENT AGREEMENT**

This Affiliate Partner Management Agreement (the "Agreement") is made **XXXXXXXX** ("Effective Date"), by and between Cody Montana Integrated Inc., a Canadian Incorporated company, having its principal place of business located at 71 Northern Heights, Unit 37, Richmond Hill, Ontario, L4B-4C9, Canada (herein referred to as "CMI"), and;

\_\_\_\_\_, having its principal place of business located at \_\_\_\_\_ (herein referred to as "Affiliate Partner").

**WHEREAS**, CMI owns and operates numerous internet websites, including the website at <https://www.canadaautofinance.ca>, wherein a consumer (hereinafter "Applicant") may apply for a credit facility for the purpose of obtaining credit to purchase an automobile; and

**WHEREAS**, the Affiliate Partner owns and operates one or more internet websites (hereinafter "Affiliate Partner Website") wherein an Applicant may apply for a credit facility for the purpose of obtaining credit to purchase an automobile; and

**WHEREAS**, CMI desires to purchase from Affiliate Partner certain completed credit applications of Applicants, and Affiliate Partner desires to sell such applications exclusively to CMI;

**NOW, THEREFORE**, in consideration of the premises set forth above and the mutual promises, agreements and conditions stated herein, the Parties agree as follows:

**1. Definition.** As used herein, the term "Bona Fide Application" shall mean an accurate credit application, prepared by an Applicant, that is complete as per CMI and Affiliate Partner's integration documents, and includes all application fees, and that originated exclusively from Affiliate Partner's Website and did not originate from another place, location or source.

**2. Exclusive Sale of Bona Fide Applications to CMI.** Each and every Bona Fide Application that Affiliate Partner sells to CMI shall be sold only and exclusively to CMI. Under no circumstances may Affiliate resell or attempt to resell a Bona Fide Application, in whole or in part, to any third party that Affiliate Partner has already sold to CMI. Bona Fide Applications shall not be utilized by Affiliate Partner in any way nor resold to any third-party for any other related or unrelated purpose. Affiliate Partner shall not sell CMI leads generated via, fraud, forums, co-registration or incentivized advertising. Certain traffic types can be accepted with prior requested approval and written consent from CMI.

**3. Transmission of Bona Fide Applications.** Affiliate Partner shall use its best efforts to transmit each Bona Fide Application that Affiliate Partner receives to CMI in real time or within one (1) hour of Affiliate Partner's receipt of a Bona Fide Application. Affiliate Partner shall not alter, amend or otherwise modify any Bona Fide Application.

**4. Warrant by Affiliate Partner on Bona Fide Applications; Canadian Anti-Spam Legislation (CASL);** Affiliate Partner will perform all of its activities, obligations and responsibilities contemplated under this Agreement in compliance with all applicable Canadian federal, provincial and local laws and regulations.

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Affiliate shall comply with all aspects of Canada's Anti-Spam Legislation including the provisions of contact and communication where consent is required in all applicable forms of commercial electronic messages and commercial non-electronic messaging, defined as directly marketing a commercial message to a group of people using unsolicited text messages, SMS, voice recorded calls and email with the purpose of acquiring new customers or convincing current customers to purchase. Further specific conditions apply, so refer to the Legislation and its Regulations -- <http://www.crtc.gc.ca>

When a commercial electronic message or commercial non-electronic message is communicated, the Affiliate Partner maintains the person to whom the message is communicated has (i) indicated an expressed and explicit indication of consent to receiving it; (ii) consent was not "subsumed in or bundled with requests for consent to the general terms and conditions of use or sale" but rather was clearly and separately identified; (iii) express consent of purpose was set out "clearly and simply" for which the consent is being sought, with the business name and contact information seeking consent identified with a statement that the person can withdraw their consent; Affiliate Partner shall maintain records evidencing such consent;

AFFILIATE PARTNER WARRANTS THAT IN OBTAINING BONA FIDE APPLICATIONS, AFFILIATE PARTNER HAS COMPLIED WITH ALL APPLICABLE CANADIAN LAWS AND REGULATIONS, GOVERNING: 1) THE USE OF COMPUTERS AND COMPUTER NETWORKS TO TRANSMIT AND COLLECT INFORMATION FROM CONSUMERS 2) THE USE AND DISCLOSURE OF PERSONAL INFORMATION AND 3) THE CONTACTING OF CONSUMERS VIA AUTOMATED TELEPHONE DIALING SYSTEMS, EMAIL, SMS/TEXT MESSAGING AND THE UTILIZATION OF PRE RECORDED MESSAGES.

CMI maintains a "zero tolerance" policy regarding Unsolicited Commercial Electronic and Non-Electronic Messaging in all campaigns directly related to its properties and/or properties that it represents in affiliate and partner relationships. Any Affiliate Partner participating in this Agreement that violates or does not comply with Canada's Anti-Spam Legislation or federal, provincial or local laws and regulations will be solely responsible without any exception for any and all actions and ramifications. The Affiliate Partner agrees to accept all responsibilities including all legal action for any violation in accordance to the above.

## **5. Payment Terms.**

(a) CMI shall pay Affiliate Partner the sum of \$ **XX.XX** per Bona Fide Application placed with that is transmitted by Affiliate to CMI with the Affiliate ID **XXXXXXXX** with an Applicants minimum monthly income of \$1,500, according to the terms set forth below in paragraphs 5(b) and 5(c).

(b) CMI shall pay to Affiliate the sum set forth in paragraph 5(a) for each Bona Fide Application within thirty (30) calendar days of the end of the month of the period to which the leads were generated. CMI will not pay for leads found to be fraudulent or invalid. If Affiliate Partner disputes any payment Affiliate Partner must notify CMI in writing within five (5) days of any such payment; failure to notify CMI within this time period shall result in the waiver by you of any claim relating to such disputed payment. Payment shall be calculated solely based on records maintained by CMI. No other measurements or statistics of any kind will be accepted by CMI or have any effect under this Agreement.

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(d) CMI reserves the right to withhold payment or charge back your account due to any breach of this Agreement by you, pending CMI's investigation of any breach of this Agreement by Affiliate Partner. No fees for Bona Fide Applications shall be earned or paid during periods when you are in breach of this Agreement. In addition, if you are past due on any payment to CMI in connection with any CMI program or other matter or agreement, CMI reserves the right to withhold payment until all outstanding payments have been made or to offset amounts owed to you in connection with the Affiliate Partner Program by amounts owed by you to CMI.

**6. Use of CMI Links on Your Site.** Affiliate Partner may use the electronic graphic artwork and corresponding links ("Links") to the CMI brand commercial online service ("CMI Service") including the special promotion identifier and all HTML thereto ("CMI Graphics") available as necessary to participate in the Affiliate Partner Program. CMI will provide the HTML for such links at the reporting site, including a special promotion identifier that will make possible tracking and reporting of all fully submitted leads acquired through your website. It is your responsibility to integrate the CMI Graphics into your website properly in accordance with the instructions available at the reporting site, and CMI shall not be liable to you with respect to your failure to integrate properly the CMI Graphics into your web site. You agree not to modify any CMI Graphics in any way without the prior written permission of CMI. You may only display the CMI Graphics on your website, and if you have websites other than your website, you must submit an Application and accept and agree to the terms of this Agreement for each such website to display the CMI Graphics on.

**7. Limited License to Use CMI Graphics.** To the extent that CMI Graphics contain CMI's trademarks, service marks or trade names, you shall not use such marks in a manner that might be deemed to create a unitary composite mark. You also agree not to use the CMI Graphics in a manner that is, or otherwise include materials on your website that are, disparaging of CMI or any third party. CMI reserves all proprietary rights in and to the CMI Graphics not expressly granted herein. You agree this license can be revoked at any time for any or no reason upon notice by CMI to you (regardless of termination of this Agreement) and you agree upon receipt of such notice immediately to cease using all CMI Graphics.

**8. Accepted Means of Traffic to Bona Fide Site Application.** In accordance;

*Traffic Types Allowed:*

Newsletter, Display, Contextual, Interstitial, Search, Social Media, Mobile

*Traffic Types That Require Prior Approval:*

Promo Path, Offer Wall, App Distribution, Engagement Ad, User-Based Browser Enabled Ad, Other Type

*Traffic Types NOT Allowed:*

Email, Incentivized Traffic, Co-Registration, Fraud, Forums

**9. Your website.** You are solely responsible for, and CMI hereby disclaims all liability for, the development, operation and maintenance of, and all costs associated with, your website, any content thereon and any equipment therefore. You hereby agree that your website shall not, in any way, copy or resemble the look and feel of, or create the impression that it is part of the CMI Service.

**10. Term and Termination.** The initial term of this Agreement shall be thirty (30) days from the date set forth below. After the end of the initial term, this Agreement shall automatically renew for successive periods of thirty (30) days. CMI may terminate this Affiliate Partner Agreement for any reason or no reason upon thirty (30) days of written notice to Affiliate. CMI may immediately terminate this Agreement in the event of a breach by Affiliate Partner of any part of this Agreement. Affiliate Partner may terminate this Agreement for any reason or no reason upon thirty (30) days

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written notice to CMI. In the case of fraudulent leads received by CMI from the Affiliate Partner, no payment will be made for said leads, and upon written request, the Affiliate Partner must pause the campaign immediately while the leads are investigated. CMI will send the fraudulent leads to Affiliate Partner within 15 days.

**11. Independent Contractors.** The relationship of CMI and Affiliate Partner is that of independent contractors. No agency, partnership, joint venture, employment or other similar relationship is intended or created by and between Affiliate Partner and CMI as a result of this Agreement.

**12. Internet Access and Equipment.** Affiliate Partner acknowledges that in order to operate and access Affiliate Partner's website, Affiliate Partner must possess certain required capabilities with computing and telecommunication hardware and software. Affiliate Partner acknowledges and agrees that it shall provide, at its sole cost and expense, all software and equipment necessary to operate their website and to permit Applicants to access the Affiliate Partner's website.

**13. Indemnification.**

(a) Affiliate Partner agrees to defend, indemnify and hold harmless CMI and any of its directors, officers, agents, partners, subsidiaries, parents, successors and employees from and against any and all third party claims monetary penalties, suits and all liabilities, assessments, losses, costs or damages (including all reasonable costs, expenses and attorneys' fees actually paid) resulting from or arising out of or related to (i) any breach by Affiliate Partner of any term or condition of this Agreement or (ii) Affiliate Partner's engagement in any transactions on or the use of Affiliate Partner's website or (iii) any claim that the technology, methods or systems infringes upon any rights of a third party; (iv) any allegation that Affiliate Partner is in violation of any law, statute or other governmental regulation and/or (f) any breach of Affiliate Partner obligation and representation of complying with the Warrant by Affiliate Partner as outlined in section 4.

(b) *Indemnity Procedures.* If any action will be brought against either party (the "Indemnified Party") in respect to any allegation for which indemnity may be sought from the other party ("Indemnifying Party"), the Indemnified Party will promptly notify the Indemnifying Party of any such claim of which it becomes aware and will: (a) provide reasonable cooperation to the Indemnifying Party at the Indemnifying Party's expense in connection with the defense or settlement of any such claim; and (b) be entitled to participate at its own expense in the defense of any such claim. The Indemnified Party agrees that the Indemnifying Party will have sole and exclusive control over the defense and settlement of any such third party claim. However, the Indemnifying Party will not acquiesce to any judgment or enter into any settlement that adversely affects the Indemnified Party's rights or interests without the prior written consent of the Indemnified Party.

**14. Governing Law; Jurisdiction and Venue.** This Agreement shall in all respects be governed by and construed and enforced in accordance with the substantive laws of the Province of Ontario, Canada. For purposes of any suit arising out of or relating to this Agreement or any breach of this Agreement, the parties hereto agree that venue shall lie exclusively in the Province of Ontario. The parties hereto each irrevocably consent to the jurisdiction of the Ontario Provincial Courts in connection with any action or proceeding arising out of or relating to this Agreement or any breach of this Agreement.

**15. Representations and Warranties.** Affiliate Partner represents and warrants to CMI that it has full power and authority to enter into this Agreement; the execution, delivery and performance by Affiliate Partner of this Agreement will not violate any applicable law, statute, or governmental regulation;

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NO OTHER REPRESENTATIONS AND WARRANTIES. EXCEPT AS SET FORTH IN THIS AGREEMENT, NEITHER PARTY MAKES ANY OTHER REPRESENTATIONS OR WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR ANY DEALING OR COURSE OF PERFORMANCE, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY REGARDING CORRECTNESS, QUALITY, ACCURACY, COMPLETENESS, RELIABILITY OR PERFORMANCE.

**16. Limitation of Liability.** EXCLUDING THE PARTIES' OBLIGATIONS WHICH RESULT IN ACTUAL, OUT-OF-POCKET EXPENSES AND/OR COSTS TO THE INDEMNIFIED PARTY, NEITHER PARTY SHALL BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL OR EXEMPLARY DAMAGES WHATSOEVER, INCLUDING WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, BUSINESS INTERRUPTION, LOSS OF INFORMATION AND THE LIKE, INCURRED BY THE OTHER PARTY ARISING OUT OF THIS AGREEMENT, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, WHETHER BASED IN CONTRACT, TORT OR ANY OTHER THEORY.

**17. Notices.** All notices, requests, demands and other communications hereunder shall be in writing and shall be deemed given at the time such communication is sent by registered or certified mail (return receipt requested), or recognized national overnight courier service, or delivered personally to or received via confirmed email to the addresses provided.

**18. Miscellaneous.**

18.1 *Waiver.* The failure of either party to insist upon or enforce performance by the other party of any provision of this Agreement or to exercise any right under this Agreement will not be construed as a waiver or relinquishment to any extent of such party's right to assert or rely upon any such provision or right in that or any other instance; rather the same will be and remain in full force and effect.

18.2 *Force Majeure.* Neither party shall be liable for, or considered in breach of or default under this Agreement on account of, any delay or failure to perform as required by the Agreement as a result of any causes or conditions which are beyond such party's reasonable control and which such party is unable to overcome by the exercise of reasonable diligence. If any force majeure event occurs (which shall include, without limitation, acts of God, telecommunications, Internet or network failure, results of vandalism or computer hacking, fire, explosion, storm or other natural occurrences, any conflicting order, direction, action or request of government (including, without limitation, provincial, state, local or federal governments) or of any regulatory department, agency, commission, court, bureau, corporation or other instrumentality, or of any civil or military authority, national emergencies, insurrections, riots, wars, strikes, lockouts, work stoppages or other such labor difficulties), the affected party will give prompt written notice to the other party and will use commercially reasonable efforts to minimize the impact of such event. Notwithstanding the foregoing, the Parties' obligations to one another shall be excused and/or postponed during and only for the duration of the applicable force majeure event and shall resume as soon as practicable after the force majeure event has ended.

18.3 *Relationship of the Parties.* The Parties to the Agreement are independent contractors. Neither party is an agent, representative, partner or employee of the other party. Neither party will have any right, power, or authority to enter into any agreement on behalf of, or incur any obligation or liability of, or to otherwise bind the other party. The Agreement will not be interpreted or construed to create an association, agency, joint venture, or partnership between the Parties or to impose any liability attributable to such a relationship upon either party.

18.4 *Survival.* Any obligations which expressly or by their nature are to continue after termination, cancellation, or expiration of the Agreement shall survive and remain in effect after such happening.

18.5 *Construction; Severability.* Each party acknowledges that the provisions of this Agreement were negotiated to reflect an informed, voluntary allocation between them of all the risks (both known and unknown) associated with the transactions contemplated hereunder. Further, all provisions are inserted conditionally on their being valid in law. In the event that any provision of the Agreement conflicts with the law under which the Agreement is to be construed or if any such provision is held invalid or unenforceable by a court with jurisdiction over the Parties to the Agreement: (a) such provision will be restated to reflect as nearly as possible the original intentions of the Parties in accordance with applicable law; and (b) the remaining terms, provisions, covenants, and restrictions of the Agreement will remain in full force and effect.

18.6 *Remedies.* Except as otherwise specified, the rights and remedies granted to a party under the Agreement are cumulative and in addition to, not in lieu of, any other rights and remedies which the party may possess at law or in equity.

18.7 *Entire Agreement.* This Agreement constitutes the entire and only agreement and supersedes any and all prior agreements, whether written, oral, express, or implied, of the Parties with respect to the transactions set forth herein.

18.8 *Amendment.* No change, amendment, or modification of any provision of the Agreement will be valid unless set forth in a written instrument signed by the Parties.

18.9 *Assignment.* Neither party to the Agreement shall sell, transfer, or assign the Agreement or the rights or obligations hereunder, other than to a parent or wholly-owned subsidiary, without the prior written consent of the other party. Notwithstanding the foregoing, without securing such prior consent, either party shall have the right to assign or transfer the Agreement and its obligations hereunder to any successor-in-interest of such party by way of sale, merger, consolidation, reorganization, restructuring or the acquisition of substantially all of the business and assets of the assigning party or of more than fifty percent (50%) of the outstanding stock of the assigning party. Subject to the foregoing, the Agreement will be fully binding upon and inure to the benefit of the Parties hereto and their respective heirs, executors, administrators, legal representatives, successors and permitted assigns.

18.10 *Headings.* The captions and headings used in the Agreement are inserted for convenience only and will not affect the meaning or interpretation of the Agreement.

18.11 *Counterparts.* The Agreement may be executed in counterparts, each of which will be deemed an original and all of which together will constitute one and the same document.

18.12 *Fees and Costs.* In the event that either of the parties hereto takes or institutes any action, suit or proceeding to enforce the provisions of this Agreement, or for breach thereof, or to declare the rights of the parties with respect thereto, the prevailing party shall be entitled to recover, in addition to damages, injunctive or other relief, reasonable costs and expenses including, without limitation, costs and reasonable attorneys' fees incurred in the furtherance of such action, suit or proceeding, whether or not any action or proceeding is brought to enforce the provisions hereof.

18.13 *Contract Interpretation.* For purposes of contract interpretation, including resolution of any ambiguity, the parties acknowledge that this Agreement was prepared jointly by their respective

attorneys and therefore the terms of the Agreement should not be construed against either party as the drafting party.

**IN WITNESS WHEREOF**, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date set forth above.

CODY MONTANA INC.

AFFILIATE PARTNER

**By:**

**By:** \_\_\_\_\_

**Name:**

**Name:** \_\_\_\_\_

**Title:**

**Title:** \_\_\_\_\_

**Date:**

**Date:** \_\_\_\_\_

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