

# MASTER SERVICES AGREEMENT

Last Updated: JULY 15, 2022

Thanks for your interest in working with Flag Media! This Master Services Agreement (this “Agreement”) is a legally binding agreement governing access to and use of Flag Media’s Partner Services (“Services”). This Agreement is entered into between Flag Media LLC (“Flag Media”), a Texas limited liability corporation with a principal place of business located at 5 Cowboys Way, Suite 300-8, Frisco, TX 75034 (“FLAG”) and entity or person signing up as a independent business partner (“Partner”). You represent and warrant that you are authorized to sign up using the entity’s information.

**By clicking “I agree” (or a similar checkbox or button), placing an Order, or accessing or using the Services, you indicate your assent to be bound by this Agreement. If you do not agree to this Agreement, do not use or access the Services. This Agreement contains mandatory arbitration provisions that require the use of arbitration to resolve disputes. Please read it carefully.**

The “Effective Date” of this Agreement is the earlier of (a) the date on which Partner first accesses or uses the Services and (b) the date on which Partner’s first placement order (“Order”) is agreed to by FLAG.

FLAG may modify this Agreement from time to time in accordance with Section 9 (Modifications) below.

## 1. ACCESS RIGHTS; RESTRICTIONS

*1.1 Access.* Subject to the Partners’s compliance with the terms and conditions of this Agreement, FLAG hereby agrees that the Partner has the non-exclusive right to use any materials or information provided by FLAG as necessary to execute placement orders on behalf of Partner’s clients or otherwise approved by FLAG for promotional use.

*1.2 Restrictions.* Unless FLAG specifically agrees in writing, Partner will not enable or assist any third-party to: (i) attempt to reverse engineer, decompile, disassemble, or otherwise attempt to discover the source code, object code, or underlying structure, ideas, or algorithms of FLAG Services and publications; (ii) modify, translate, or create derivative works based on FLAG Services; (iii) sell, resell, license, sublicense, distribute, rent or lease any Services or Output (placement results and ongoing promotion/exposure) to any third-party, or include any Services or Output in a service bureau, time-sharing, or equivalent offering; (iv) publicly disseminate information from any source regarding the performance of the Services or Output; or (v) attempt to create a substitute or similar service through use of, or access to, the Services or Output. Partner will use the Services and Output only in compliance with the rights granted hereunder and any agreements between Partner and End Users (for clarity, including any privacy policy or statement). Notwithstanding anything to the contrary, the Partner accepts and assumes all responsibility for complying with all applicable laws and

regulations in connection with all of Partner's activities involving any Services, Output, or End User data. Partner will comply with the provisions set forth in any product- or territory specific exhibit, addendum, or other document attached to this Agreement, but such provisions will only apply if Partner uses the Service set forth in such document.

*1.3 Ownership.* Except for the rights expressly granted under this Section 1, FLAG reserves and retains all right, title, and interest in and to the Services except for raw End User data, which belongs to the End User. To the extent the Partner provides FLAG with any feedback relating to the Services (including, without limitation, feedback related to usability, performance, interactivity, bug reports and test results) ("Feedback"), FLAG will own all right, title and interest in and to such Feedback (and the Partner hereby makes all assignments necessary to achieve such ownership).

*1.4 Privacy and Authorizations.* Before any End User engages with the Partner and FLAG Services, the Partner warrants and will ensure that it provides all notices and obtains all consents required under applicable law to enable FLAG to process End User data in accordance with FLAG's privacy policy. Partner will not (i) make representations or other statements with respect to End User data that are contrary to or otherwise inconsistent with FLAG's privacy policy or (ii) interfere with any independent efforts by FLAG to provide End User notice or obtain End User consent.

*1.5 Permitted Users.* FLAG may permit its employees, agents, contractors and service providers to access the Services and Output on Partner's behalf ("Permitted Users"), provided that Partner remains responsible for their compliance with all of the terms and conditions of the Agreement (including without limitation terms relating to use of Services and Output) and that any such use of the Output and Services is for the sole benefit of Partner. Partner is responsible under Section 2 (Payments) of the Agreement for any fees or charges incurred by its End Users in their use of FLAG Services. If Partner enables any third parties as Permitted Users, Partner (and not FLAG) remains solely responsible for its relationships with such third parties and for any related billing matters, technical support, or disputes.

*1.6 Founding Partner.* FLAG may designate a Partner as "Founding Partner." In order to be considered as a Founding Partner, the Partner must first submit at least 25 paid placements. Founding Partners agree to maintain at least 11 paid placements per month. A Founding Partner that does not maintain the minimum for two straight months, may lose their designation, which includes a decrease in royalty percentage and a loss of free placements.

## 2. PAYMENTS / ROYALTIES / BONUSES

Partner will pay FLAG for the all placements ordered through the order page or sent via email. Partner understands that an article will not be published unless the payment is made upon submission. Partner is responsible for collecting payment from the End

User. Unless otherwise specified agreed upon, Payments must be made upon placement submission. The Partner will be responsible for all (i) taxes associated with Services other than taxes based on FLAG's net income. All Payments made are non-refundable (unless required under applicable law), non-cancellable, and not subject to set-off.

Royalties. FLAG will pay royalties to Partner for paid placement submissions. Partner will collect payment from the End User and pay for FLAG Services, (i) through the online payment portal; or (ii) via link in email sent from FLAG to Partner after the placement submission. Royalties will range 10-20% depending on the Partner status and volume. "Founding Partners" will be set to 20% upon designation as a Founding Partner. Royalties are paid weekly for the previous week's paid placements.

Some Partners may qualify in a wholesale capacity, giving them the ability to receive wholesale pricing and choose a markup strategy that works for them. FLAG will make this determination by request on a case-by-case basis.

Bonuses. Partners will earn FLAG Tokens for each submission. Unless otherwise agreed, each paid submission will earn 10 FLAG Tokens for the Partner. FLAG Tokens are based on Polygon blockchain. Partners will need a Polygon compatible wallet to receive tokens. FLAG is not responsible for lost tokens if Partner doesn't provide correct wallet information. Founding Partners will receive 1,000 FLAG Tokens upon Founding Partner designation.

Other. The company may offer and issue additional bonuses and run lucrative contests from time to time.

### 3. TERM; TERMINATION

*3.1 Term of Agreement.* This Agreement will commence on the Effective Date and will continue in effect unless terminated in accordance with this Agreement. On the effective date of termination of this Agreement, all issued Orders under the Agreement will also terminate unless otherwise agreed by FLAG and the Partner.

#### 3.2 Termination.

(i) *For Cause.* Either party may terminate this Agreement and any applicable Orders in the event the other party materially breaches the terms of this Agreement or any Order and fails to cure such breach within ten (10) days from receipt of written notice thereof. In addition, FLAG may immediately suspend the Services in the event it determines or believes that Partner materially breached Section 1 or 2 of this Agreement. For clarity, notice of termination for an Order shall not be construed to be notice of termination for this Agreement or for any other Order.

(ii) *For Convenience.* If there are no active Orders, either party may terminate this Agreement for any reason and without cause upon at least thirty (30) days' prior written notice to the other party.

(iii) *Effect of Termination.* Upon termination of an Order, all rights granted to Partner with respect to any open Order will terminate and Partner will make no further use of the terminated Services. But for Section 1.1 with respect to any terminated Order, all provisions of this Agreement will remain in force in the event of any Order's or this Agreement's termination.

#### 4. CONFIDENTIALITY

During the term of this Agreement, each party (a "Disclosing Party") may disclose, under this Agreement, the other party (a "Receiving Party") with confidential and/or proprietary materials and information of the first party ("Confidential Information"). All materials and information disclosed by Disclosing Party to Receiving Party under this Agreement and identified at the time of disclosure as "Confidential" or bearing a similar legend, and all such other information that the Receiving Party reasonably should have known was the Confidential Information of the Disclosing Party, will be considered Confidential Information; for the avoidance of doubt, the Service, all pricing information and terms of this Agreement, are Confidential Information of Plaid. Receiving Party will maintain the confidentiality of the Confidential Information and will not disclose such information to any third-party without the prior written consent of Disclosing Party. Receiving Party will only use the Confidential Information internally for the purposes contemplated under this Agreement. The obligations in this Section 4 will not apply to any information that: (i) is made generally available to the public without breach of this Agreement, (ii) is developed by the Receiving Party independently from the Disclosing Party's Confidential Information, (iii) is disclosed to Receiving Party by a third-party without restriction, or (iv) was in the Receiving Party's lawful possession prior to the disclosure to the Receiving Party and was not obtained by the Receiving Party either directly or indirectly from the Disclosing Party. Receiving Party may disclose Confidential Information as required by law or court order; provided that, Receiving Party provides Disclosing Party with prompt written notice thereof and uses its best efforts to limit disclosure. At any time, upon Disclosing Party's request, Receiving Party will return to Disclosing Party all Disclosing Party's Confidential Information in its possession, including, without limitation, all copies and extracts thereof. Notwithstanding the foregoing, (a) Receiving Party may disclose Confidential Information to any third-party to the limited extent necessary to exercise its rights, or perform its obligations, under this Agreement; provided that, all such third parties are bound in writing by obligations of confidentiality and non-use at least as protective of the Disclosing Party's Confidential Information as this Agreement.

#### 5. INDEMNITY

The Partner will defend, indemnify and hold FLAG harmless from and against all third-party claims, actions, proceedings, regulatory investigations, damages, losses,

judgments, settlements, costs and expenses (including attorneys' fees), arising from or in connection with: (i) Partner breach of any laws or regulations (including with respect to privacy); (ii) Partner's or any Permitted User's use of the Services and Output; or (iii) Partner's violation of any agreements it has with any End User.

## 6. WARRANTY; DISCLAIMER

THE SERVICES ARE PROVIDED "AS IS." TO THE FULLEST EXTENT PERMITTED BY LAW, NEITHER FLAG NOR ITS AFFILIATES, SUPPLIERS, LICENSORS, AND DISTRIBUTORS MAKE ANY WARRANTY OF ANY KIND, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT, OR ANY WARRANTY THAT THE SERVICES ARE FREE FROM DEFECTS. FLAG DOES NOT MAKE ANY WARRANTY AS TO THE OUTPUT THAT MAY BE OBTAINED FROM USE OF THE SERVICES. PARTNER, IF AN INDIVIDUAL, MAY HAVE OTHER STATUTORY RIGHTS; HOWEVER, TO THE FULLEST EXTENT PERMITTED BY LAW, THE DURATION OF STATUTORILY REQUIRED WARRANTIES, IF ANY, SHALL BE LIMITED TO THE SHORTEST PERIOD PERMITTED BY LAW.

## 7. LIMITATION OF LIABILITY

TO THE FULLEST EXTENT PERMITTED BY LAW, NEITHER FLAG NOR ITS AFFILIATES, SUPPLIERS, LICENSORS, AND DISTRIBUTORS WILL BE LIABLE UNDER THIS AGREEMENT FOR ANY: (A) INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES; (B) LOSS, ERROR, OR INTERRUPTION OF USE OR DATA (IN EACH CASE, WHETHER DIRECT OR INDIRECT); OR (C) COST OF COVER OR LOSS OF BUSINESS, REVENUES, OR PROFITS (IN EACH CASE WHETHER DIRECT OR INDIRECT), EVEN IF THE PARTY KNEW OR SHOULD HAVE KNOWN THAT SUCH DAMAGES WERE POSSIBLE. TO THE FULLEST EXTENT PERMITTED BY LAW, FLAG'S AGGREGATE LIABILITY IN CONNECTION WITH EACH ORDER (INCLUDING ALL LIABILITY UNDER THIS AGREEMENT THAT ARISES AS A RESULT OF SUCH ORDER) WILL NOT EXCEED THE LESSOR OF TWO HUNDRED DOLLARS (US\$200.00) OR THE AMOUNT PAID OR PAYABLE BY PARTNER TO FLAG DURING THE SIX (6) MONTH PERIOD PRIOR TO THE EVENT GIVING RISE TO LIABILITY (PROVIDED THAT, IF NO FEES ARE PAID OR PAYABLE, SUCH AMOUNTS WILL BE LIMITED TO ONE HUNDRED DOLLARS (US\$100.00)). THE PARTIES AGREE THAT THE WAIVERS AND LIMITATIONS SPECIFIED IN THIS SECTION 7 APPLY REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE AND WILL SURVIVE AND APPLY EVEN IF ANY LIMITED REMEDY SPECIFIED IN THIS AGREEMENT IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

## 8. MISCELLANEOUS

If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable. This Agreement is not assignable or transferable by Partner except with FLAG's prior written consent; provided, however, that Partner may, upon prior written notice to FLAG, transfer and assign its rights and obligations under this Agreement to an affiliate or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets to which this Agreement relates. If such a transfer or assignment is made in favor of a direct competitor of FLAG, then FLAG may terminate this Agreement upon written or verbal notice to Partner, including via text or email. FLAG may freely assign this Agreement. This Agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications, and other understandings relating to the subject matter of this Agreement, and all waivers and modifications must be in a writing signed by both parties, except as otherwise provided herein. No agency, partnership, joint venture, or employment is created as a result of this Agreement. Any notices in connection with this Agreement may be in writing, verbal, or electronic distribution. Any delay in or failure of performance by either party under this Agreement will not be considered a breach of this Agreement and will be excused to the extent caused by any occurrence beyond the reasonable control of such party including, but not limited to, acts of God, power outages, governmental actions and requirements, and the acts and omissions of FLAG's data suppliers. During the term of this Agreement, (a) Partner agrees to participate in case studies and other similar marketing efforts reasonably requested by FLAG; (b) FLAG may disclose that Partner is a FLAG partner to third parties; and (c) FLAG may include on and in FLAG's website, case studies, marketing materials, and conference presentations and other speaking opportunities, Partner's testimonials and other feedback regarding the Services, name, website URL, use case, and logo and other marks. This Agreement will be governed by the laws of the State of Texas, without regard to the conflict of law provisions thereof. The application of 1980 United Nations Convention on Contracts for the International Sale of Goods is expressly excluded. Except for claims for injunctive or equitable relief or claims regarding intellectual property rights (which may be brought in any competent court), any dispute or claim arising or relating to this Agreement will be submitted to and finally resolved by binding arbitration in accordance with the Comprehensive Arbitration Rules of the Judicial Arbitration and Mediation Service, Inc. ("JAMS") by a single arbitrator appointed in accordance with such Rules. The arbitration will take place in Frisco, Texas, USA, in the English language and the arbitral decision may be enforced in any court of competent jurisdiction. With respect to any court challenge to JAMS jurisdiction to arbitrate any claim or dispute arising or relating to this Agreement, the parties consent to exclusive jurisdiction and venue in the state and Federal courts located in Frisco, Texas. With respect to all disputes arising in relation to this Agreement, but subject to the preceding arbitration provision, the parties consent to exclusive jurisdiction and venue in the state and Federal courts located in or within 5 miles of Frisco, Texas.

## 9. MODIFICATIONS

From time to time, FLAG may modify this Agreement. FLAG will use commercially reasonable efforts to notify Partner of the modifications and the effective date of such modifications through communications via Partner's email, the company website, or other means.

Partner may be required to click to accept or otherwise agree to the modified Agreement in order to continue accessing or using the Services, and in any event continued access or use of the Services after the modified version of this Agreement goes into effect will constitute Partner's acceptance of such modified version.