



AFFILIATE MARKETING AGREEMENT

This Affiliate Marketing Agreement ("Agreement") between hiihat Global, LLC, a company with principal offices in Atlanta, Georgia ("Company"), and the affiliate marketing partner ("Affiliate").

1. BACKGROUND

- 1.1. Company is an internet search engine that provides search results geared towards products and services that are owned or founded by individuals that are of African descent.
- 1.2. Affiliate shall market, promote, and direct potential businesses to purchase digital advertising (the "Leads") from the Company using specific URLs provided by the Company.

2. SCOPE OF SERVICES

The Affiliate will use its best efforts to actively and effectively advertise, market and promote digital advertising as widely and aggressively as possible.

3. SUCCESS FEES

- 3.1. Company will pay you a success fee equal to \$24 per bonafide Lead referred to the hiihat website via your unique link. The \$24 payment applies to Leads who fill out a lead capture form on the hiihat.com website and purchase digital advertising. This payment shall only to the initial digital advertising purchase made by a Lead and not additional purchases. Success fees will not be paid on sales taxes, duties, or any other charges related to the sale of the Services.
- 3.2. The success fee will be paid on a quarterly basis, within 30 days following the end of each month. The Affiliate shall receive a quarterly report detailing the gross revenue and calculation of the success fees. In the event there is a chargeback or refund related to a digital advertising sale, Company reserves the right to offset such chargeback or refund against future fees and/or charge you for directly for such chargeback or refund.

4. TERM AND TERMINATION

- 4.1. This Agreement will begin on the Effective Date and will continue until terminated by either party upon 30 days written notice.
- 4.2. Upon termination, Affiliate will be entitled to unpaid commissions, if any, earned by Affiliate on or prior to the date of termination.

5. DISCLAIMER OF WARRANTIES.

YOU UNDERSTAND AND AGREE THAT COMPANY IS PROVIDING ITS SERVICES TO YOU "AS IS" AND THAT COMPANY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED. THIS EXCLUSION APPLIES, WITHOUT LIMITATION, TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND THE WARRANTY OF NON-INFRINGEMENT.

6. LIABILITY

- 6.1. COMPANY SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT.
- 6.2. IN NO EVENT SHALL YOU BE ENTITLED TO RECOVER DAMAGES FROM INDOW THAT EXCEED THE SUM OF FEES PAID TO YOU BY COMPANY UNDER THIS AGREEMENT DURING THE SIX MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM FOR DAMAGES.
- 6.3. COMPANY ASSUMES NO LIABILITY FOR YOUR FAILURE TO PERFORM IN ACCORDANCE WITH THIS AGREEMENT OR ANY RESULTS CAUSED BY ACTS, OMISSIONS OR NEGLIGENCE BY YOU, A SUBCONTRACTOR OR AN AGENT OF YOURS OR AN EMPLOYEE OF ANY ONE TO THEM, NOR SHALL COMPANY HAVE ANY LIABILITY FOR CLAIMS OF THIRD PARTIES, INCLUDING, BUT NOT LIMITED TO, CLAIMS OF THIRD PARTIES ARISING OUT OF OR RESULTING FROM, OR IN CONNECTION WITH, YOUR SERVICES, MESSAGES, PROMOTIONS, ADVERTISING, INFRINGEMENT OR ANY CLAIM FOR LIBEL OR SLANDER OR FOR VIOLATION OF COPYRIGHT, TRADEMARK OR OTHER INTELLECTUAL PROPERTY RIGHTS.



7. DATA PRIVACY AND PROTECTION

- 7.1. The Affiliate must comply with all data protection laws and regulations applicable to them in their handling of user data obtained in relation to this Agreement.
- 7.2. The Affiliate must not disclose, or allow any third party to access, any user data without the prior written consent of the Company.

8. CONFIDENTIALITY

Each party agrees not to disclose or use the other's proprietary information without the prior written consent of the other party. This section shall remain in force even after termination of the Agreement.

9. INTELLECTUAL PROPERTY

Except for the rights expressly granted herein, this Agreement does not transfer any intellectual property or technology of Company to you and all rights, title and interest in such intellectual property and technology, whether developed, licensed or owned by Company shall remain with Company. You agree that you will not, directly or indirectly, reverse engineer, decompile, disassemble, or otherwise attempt to derive source code or other trade secrets of Company.

10. GOVERNING LAW AND JURISDICTION

This Agreement shall be governed by and construed in accordance with the laws of Georgia. All disputes arising under or in relation to this Agreement shall be subject to the exclusive jurisdiction of the courts of Atlanta, Georgia

11. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the Parties concerning this transaction, and replaces all previous communications, representations, understandings, and agreements, whether verbal or written between the Parties to this Agreement or their representatives.