

MASTER CAMPAIGN AGREEMENT

1. Introduction

1.1 This Master Campaign Agreement (or “Agreement”) is between each Advertiser and Media Partner (each a “Party” and collectively the “Parties”) that enters into a performance marketing relationship hosted from The Crush It Team, LLC Platform and URL, www.thecrushitteam.com. Schedule 1 attached hereto and each Electronic Insertion Order (“EIO”) are fully-incorporated by reference into the terms of this Agreement. In order to use the Platform, Advertiser and Media Partner must scroll down, read and agree to all the terms and conditions in this Agreement by clicking-through on the button marked “Accept” below.

1.2 The Agreement is a framework agreement and does not commit either the Media Partner or the Advertiser to any specific terms of performance.

1.3 The Parties shall agree to specific terms of engagement in each individual EIO. EIOs contain any supplemental terms and conditions agreed upon between the Advertiser and Media Partner and are created using the “Insertion Order” function on the Platform. The EIOs shall specify the “Actions” and qualifying parameters that entitle Media Partner to compensation from the Advertiser (the “Payouts”). The terms of the Agreement, Schedule 1 and any EIOs are strictly between Media Partner and Advertiser. Each executed EIO together with the Agreement and Schedule 1 will constitute a separate contract between the Media Partner and the Advertiser. Please print a copy of these documents for future reference.

1.4 Entry into the Agreement, Schedule 1 and EIOs is subject to Media Partner and Advertiser each being and continuing to be a party to a contract with Impact Radius permitting them to use the Platform.

2. Entering into Electronic Insertion Orders

2.1 Upon execution of an EIO, Media Partner may promote Advertiser in consideration for Payouts. The Parties acknowledge and agree that: either Party may propose an EIO in the “Insertion Order” section of the Platform interface and that the Platform’s functionality may then be used by the Parties to decline, retract or further modify an EIO before acceptance. EIOs become legally enforceable rights and obligations of the Parties upon acceptance. An accepted EIO may only subsequently be varied by mutual agreement of the Parties. If the Parties utilize other forms of insertion orders, Schedule 1 must reflect the Parties’ ability to do so and the Parties are responsible for implementing the appropriate settings on the Platform to conform with such agreed upon terms.

2.2 Media Partner makes no guarantee or representation that the Services will generate any Action(s). Advertiser makes no guarantee or representation that the Media Partner will be successful in earning any Payouts under any EIO where the terms are contingent upon pay-for-performance.

2.3 Maximum Spend Limits and Number of Action Caps: The Parties acknowledge that the Advertiser in an EIO may set maximum spend limits and caps on the number of Actions that entitle the Media Partner to Payouts.

3. Term and Termination

3.1 EIOs: Each individual EIO shall continue until the earlier of: (a) a Media Partner terminating the EIO using the Platform interface; (b) Advertiser terminating an EIO for convenience pursuant to the terms of an EIO using the Platform interface; (c) Advertiser terminating an EIO when Advertiser’s budget has been met; (d) either Party terminating this Agreement or an EIO for breach by the other Party; (e) a Party terminating an EIO during the ‘Change Notification Period’ if the Party does not agree to the other Party’s proposed changes; (f) the date of expiration specified in the EIO; (g) Impact Radius removes Media Partner/Advertiser relationship or terminates the EIO; or (h) a Party is no longer eligible to use the Platform. An EIO shall specify whether there is a cure period for breach prior to termination.

3.2 Consequences of Termination: On the expiration or earlier termination of each EIO: (a) the Media Partner shall refund the Advertiser any monies in relation to unfulfilled obligations that the Advertiser has paid the Media Partner in advance in relation to an EIO; (b) except in the case where Advertiser terminates an EIO for Media Partner’s breach of the EIO or Agreement, the Advertiser shall remain obligated to compensate the Media Partner for Payouts earned prior to expiration or termination of the

EIO (for the avoidance of doubt, in the case where Advertiser terminates an EIO for Media Partner's breach of the EIO or Agreement, any Payouts earned by Media Partner prior to expiration or termination of the EIO shall be forfeited); and (c) comply with any other obligations upon expiration or termination set forth in the Agreement.

4. General

4.1 Force Majeure: "Force Majeure" means circumstances beyond the reasonable control of a Party, including but not limited to acts of God, war, terrorist action, fire, flood, governmental act, Internet or other telecommunications failure. Neither Party shall be liable to the other Party for any failure or delay in performing any of its obligations hereunder if such failure or delay is caused by the occurrence of an event of Force Majeure. If a Party becomes aware of a Force Majeure event, such Party shall immediately notify the other Party in writing. If the event of Force Majeure continues for a period in excess of three (3) weeks, then either Party may terminate this Agreement by written notice to the other Party with immediate effect.

4.2 Entire Agreement: This Agreement, including Schedule 1 and any EIO, represents the entire understanding and constitutes the entire agreement between the Parties in relation to their subject matter, and supersedes any previous agreement between the Parties as to such subject matter, including any Promotion Agreement that was previously entered into between the Parties. The Parties acknowledge and agree that any Promotion Agreement previously entered into between the Parties is terminated effective as of the date of this Agreement. This Agreement may be amended only in writing and executed by both parties (which may be pursuant to Section 4.3). Each of the Parties acknowledges and agrees that it has not relied on any representation or warranty other than those expressly set out in this Agreement, Schedule 1 and each EIO.

4.3 Electronic Signatures: Each Party acknowledges and agrees that by clicking-through acceptance of this Agreement, Schedule 1, EIOs, and other click-through offers from the other Party on the Platform; such Party is submitting a legally binding electronic signature and are entering into a legally binding contract. EACH PARTY HEREBY AGREES TO THE USE OF ELECTRONIC SIGNATURES, CONTRACTS, ORDERS AND OTHER RECORDS AND TO ELECTRONIC DELIVERY OF NOTICES, POLICIES AND RECORDS OF TRANSACTIONS INITIATED OR COMPLETED THROUGH THE PLATFORM. Further, each Party hereby waives any rights or requirements under any applicable statutes, regulations, rules, ordinances or other laws in any jurisdiction which requires an original signature or delivery or retention of non-electronic records, or to payments or the granting of credits by other than electronic means.

4.4 Severability: If any provision in this Agreement, including any Schedule 1 or EIO is, in whole or in part, held by a court or administrative body of competent jurisdiction to be illegal, invalid or unenforceable under any enactment or rule of law then that provision or part shall be deemed not to form part of this Agreement, and the enforceability and validity of the remainder of this Agreement shall not be affected. The Parties shall in good faith attempt to modify any invalidated provision or part to carry out the Parties' stated intentions.

4.5 Survival: All provisions that by their sense and context are intended to survive the termination or expiration of this Agreement, including any rights arising out of a breach of this Agreement, shall survive the termination or expiration of this Agreement.

4.6 Relationship of the Parties: The relationship of the Parties is that of independent contractors and this Agreement does not create any association, partnership, joint venture or agency relationship between them. Neither Party shall have the power to bind the other or to create a liability against the other in any way.

SCHEDULE 1
General Terms and Conditions
This Schedule 1 applies as between Advertiser and Media Partner and is attached to and made a part of the Master Campaign Agreement (the "Agreement") entered into between Advertiser and Media Partner.

1. General Terms and Definitions

1.1 Any defined terms used in this Schedule 1, unless otherwise stated, shall have the same meaning as set out in the Agreement. Any defined terms used in an EIO, unless otherwise stated, shall have the same meaning as set out in the

Agreement or this Schedule 1. 1.2 "Change of Control" means the sale of all or substantially all the assets of a Party; any merger, consolidation or acquisition of a Party with, by or into another corporation, entity or person; or any change in the ownership of more than fifty percent (50%) of the voting capital stock of a Party in one or more related transactions. 1.3 "Disclosing Party" means the Party that has disclosed Confidential Information under the Agreement. 1.4 "GBA" means the Gramm-Leach Bliley Act, as in effect or as amended. 1.5 "HIPAA" means Health Insurance Portability and Accountability Act, as in effect or as amended. 1.6 "Indemnified Party" means the Party seeking indemnification pursuant to Section 4.3-4.5 of this Schedule 1. 1.7 "Indemnifying Party" means the Party obligated to indemnify the Indemnified Party under the Agreement. 1.8 "Marks" means all trade names, domain names, trademarks, service marks, logos and other distinctive brand features of a Party. 1.9 "Personally Identifiable Information" (i) may include, without limitation, an individual's first and last name, physical address, zip code, email address, phone number, social security number, birth date, and any other information that itself identifies or when tied to the above information, may identify an individual; and (ii) shall include Non-public Personal Information as defined by the GBA and Protected Health Information as defined by HIPAA. 1.10 "Receiving Party" means the Party to whom Confidential Information was disclosed under the Agreement. 2. License, Intellectual Property, Promotional Methods and Confidential Information 2.1 License. For the purposes only of the Media Partner providing its Services, the Advertiser grants to the Media Partner (and its permitted users) for the duration of each EIO a non-exclusive, non-transferable, non-sublicensable, royalty-free license to use the advertising content, which may include text, images, webpages, audiovisual materials, logos, and the like, that relate in any way to Advertiser or Advertiser's products (collectively, the "Creative") supplied by the Advertiser through the Platform solely to the extent necessary for the Media Partner to perform its obligations under each EIO. Advertiser grants Media Partner no rights in or to any of its trademarks, service marks or trade names, other than the rights expressly granted in the foregoing sentence. Media Partner expressly acknowledges Advertiser's sole and exclusive ownership of its trademarks and agrees not to take any action inconsistent with such ownership. Media Partner agrees further to take such additional actions, at Advertiser's expense, as Advertiser deems reasonably necessary to establish and/or preserve Advertiser's exclusive rights in and to its Marks. Media Partner agrees not to form any combination marks with Advertiser's Marks, or adopt, use or attempt to register any trademarks, service marks or trade names that are confusingly similar to Advertiser's trademarks. All uses by Media Partner of Advertiser's Marks shall inure to the benefit of, and be on behalf of, Advertiser. Upon termination of the Agreement, Media Partner shall immediately cease to use any Creative, information, names, or Advertiser Marks and shall remove any Advertiser Marks from items and locations under its control. Each Party shall continue to own all rights, title and interest in and to its patents, know-how, trade secrets, software, trademarks and all other intellectual property, subject only to the license rights expressly granted herein. 2.2 Promotional Methods and Misuse of Creative. Media Partner must promote Advertiser using only those methods approved or prescribed by the Advertiser. Media Partner shall not promote an Advertiser using the following means: (a) provision of leads obtained other than through intended consumer ("End User") action (e.g. through the use of phone books, or similar such compilations of personal data); (b) use of fake redirects, automated software, or other mechanisms to generate Actions; or (c) Actions that are not created in good faith, such as those using any device, robot, Iframes or hidden frames. Media Partner may not use any incentives to promote Advertiser or Advertiser's products and procure clicks, leads or sales without Advertiser's prior written consent. Media Partner may not make any content or formatting changes to Creative without Advertiser's prior

written consent. Except for any Creative, Media Partner shall not make any reference to Advertiser or Advertiser's products without Advertiser's prior written consent. Media Partner acknowledges and agrees that Advertiser may require changes to Creative at any time upon notice to Media Partner. Media Partner will replace all Creative with updated Creative within fourteen (14) business days' written notice (email acceptable). Notwithstanding the foregoing, if the insurance company that offers life insurance through Advertiser or any regulator with authority over Advertiser imposes a higher standard on Advertiser for any change to Creative, Media Partner shall be obligated to satisfy such higher standard. Media Partner acknowledges and agrees that any breach by Media Partner of Section 2.1 and 2.2 would constitute a material breach of the Agreement.

2.4 Customer Privacy and Confidentiality of Information. Each Party will at all times comply with applicable privacy laws, regulations and procedures. In addition, (i) for any websites and mobile sites operated by a Party, such Party agrees to post a privacy policy on the home page of the website or mobile site and on each page of the website or mobile site where it collects Personally Identifiable Information from its users, and (ii) for any applications operated by a Party, such Party agrees to make its privacy policy easily accessible through any app store in which the application is made available and through the application's profile page so that potential users can view and read the privacy policy before downloading and installing the application. Each Party shall be solely responsible for any and all claims arising out of its privacy policy or the failure to comply with its privacy policy.

2.5 Confidential Information. Each Party and their respective affiliates, directors, officers, employees, authorized representatives, agents and advisors (including without limitation, attorneys, accountants, consultants, bankers and financial advisors) (each a "Representative") shall keep confidential all information concerning the other Party's confidential business plans, methods of operation, pricing policies, marketing strategies, trade secrets, other information of a confidential nature, and all Personally Identifiable Information of the other Party that is received or obtained during the negotiation or performance of the Agreement whether such information is oral or written, and whether or not labeled as confidential by such Party (collectively "Confidential Information").

2.6 Use of Confidential Information. For as long as Confidential Information is in possession of the Receiving Party, such Party shall take reasonable steps, at least substantially equivalent to the steps it takes to protect its own proprietary information, to prevent the use, duplication or disclosure of Confidential Information, other than (i) by or to its Representatives who need to know such Confidential Information in order to further the rights and obligations under the Agreement, provided such Representative has agreed to maintain in confidence such Confidential Information in accordance with the confidentiality provisions of the Agreement, or (ii) except as required by law or by a supervising regulatory agency of the Receiving Party. The parties shall use Confidential Information only as necessary to perform the Agreement. The Receiving Party shall treat any Personally Identifiable Information that it receives from the Disclosing Party in a manner that is fully compliant with the Disclosing Party's obligations under the GBA and HIPAA, if applicable, and any implementing regulations thereunder, including but not limited to applicable limits on the use, disclosure, storage, safeguarding and destruction of Personally Identifiable Information.

2.7 Return of Information. Upon the termination or expiration of the Agreement and/or an EIO, the Receiving Party shall promptly return all Confidential Information received in connection with the Agreement and/or an EIO, or shall promptly destroy any materials containing such Confidential Information (and any copies, extracts, and summaries thereof) and shall provide the Disclosing Party with written confirmation of such return or destruction upon request.

3. Payouts

3.1 Tracking Actions and Calculating Payouts: Unless an EIO states otherwise, all tracking and payment processing facilities in relation to the tracking of Actions and calculation of Payouts shall be provided by Impact Radius. Impact

Radius shall aggregate payments due from Advertisers to the Media Partner and make payments to the Media Partner in accordance with each EIO. If tracking is disabled as a result of the Advertiser's acts or omissions and the Advertiser continues to receive traffic from the Media Partner then the Advertiser shall be obliged to pay Payouts on a fair and reasonable basis taking into account appropriate factors.

3.2 Chargebacks: An Action can be cancelled or returned by the Advertiser ("Chargeback") if: (a) the Action is incomplete; (b) if a customer has cancelled or returns an Action; (c) if the Action has been made fraudulently or in an otherwise non-bona fide manner; (d) if the Action is carried out by a person who is outside the area serviced by the Advertiser; (e) if the Advertiser is unable to ship goods to a customer in relation to the Action, or (f) if the Action has been made as the result of Media Partner's misuse of Advertiser's Creative or as a result of any prohibited incentives. Each EIO shall state the period of time within which the Advertiser may apply a Chargeback.

4. Representations, Disclaimers and Indemnification

4.1 Each Party represents and warrants as follows: (a) it has full power and authority to enter into the Agreement and to perform all of its obligations hereunder, and its entry into the Agreement does not violate any other agreement, understanding or arrangement by which it is bound; (b) its performance of its obligations under the Agreement shall at all times comply with all applicable laws, rules and regulations that apply to the performance of its obligations under the Agreement; (c) its websites, mobile properties and services, including its collection and use of Personally Identifiable Information, will comply with all applicable laws, rules and regulations; and (d) it has acquired and shall maintain throughout the term of the Agreement all rights and licenses necessary in connection with the performance of its obligations hereunder.

4.2 Media Partner represents and warrants as follows: (a) it shall promptly refer all questions it receives from Media Partner customers about Advertiser's products to Advertiser; (b) it shall, within 24 hours of receipt, forward to Advertiser, to the attention of its Legal Department, all complaints and inquiries received by it related to Advertiser's products, all correspondence from attorneys related to Advertiser's products, and all notices it receives of the commencement of any legal proceeding related to Advertiser's products. Media Partner shall be fully cooperative in providing all information from its records which will assist Advertiser in responding to such complaints, inquiries, legal proceedings or action; (c) it shall not attempt to sell, solicit and negotiate the sale of Advertiser's products unless duly licensed and expressly authorized in writing to do so by Advertiser, nor shall it accept risks of any kind for or on behalf of Advertiser, or bind Advertiser by promise or agreement except as allowed by the Agreement; (d) it shall not incur expenses or obligations of any kind in the name of or on behalf of Advertiser without its prior written approval; (e) it shall not disseminate Creative except as permitted by Advertiser pursuant to the Agreement or an EIO; and (f) it shall not, when an individual is on Advertiser's properties, (1) record or capture any information provided by an individual, or (2) insert code that may affect an individual or Advertiser's properties.

4.3 Indemnification by Advertiser. Advertiser shall indemnify, defend and hold Media Partner and its directors, officers, employees, members, agents, parents, subsidiaries and affiliated companies harmless from and against any and all third party claims, suits, actions, liabilities, losses, damages, reasonable attorney's fees, interest, penalties, costs and any other losses of any kind arising from: (i) Advertiser's violation of any state or federal law, rule or regulation, or any other illegal or actionable act or omission by or on behalf of Advertiser; (ii) Advertiser's breach of any obligation, representation or warranty in the Agreement; and (iii) Advertiser's infringement of any intellectual property rights, contract rights or tort rights (including the right of publicity or right of privacy) of any third party.

4.4 Indemnification by Media Partner. Media Partner shall indemnify, defend and hold Advertiser and its directors, officers, employees, members, agents, parents, subsidiaries and affiliated companies harmless from and against

any and all third party claims, suits, actions, liabilities, losses, damages, reasonable attorney's fees, interest, penalties, costs and any other losses of any kind arising from: (i) Media Partner's violation of any state or federal law, rule or regulation, or any other illegal or actionable act or omission by or on behalf of Media Partner; (ii) Media Partner's breach of any obligation, representation or warranty in the Agreement; (iii) Media Partner's infringement of any intellectual property rights, contracts rights or tort rights (including the right of publicity or right of privacy) of any third party; and (iv) any acts or omissions by Media Partner, its employees or its agents, in connection with Media Partner's marketing efforts.

4.5 Indemnification Procedures. The Indemnified Party shall: (i) promptly notify the Indemnifying Party in writing of any claim for which it may seek indemnification hereunder; (ii) provide reasonable cooperation to the Indemnifying Party and its legal representatives in the investigation of any matter which is the subject of indemnification; and (iii) permit the Indemnifying Party to have full control over the defense and settlement of any matter subject to indemnification; provided, however, that the Indemnifying Party shall not enter into any settlement that affects the Indemnified Party's rights or interests without the Indemnified Party's prior written consent, which shall not be unreasonably withheld or delayed. The Indemnified Party shall have the right to participate in the defense at its expense.

4.6 Limitation on Liability. EXCEPT IN THE EVENT OF A BREACH OF SECTIONS 2.4-2.7, A PARTY'S INDEMNIFICATION OBLIGATIONS UNDER SECTIONS 4.3-4.5, AND IN THE EVENT OF A PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, (I) UNDER NO CIRCUMSTANCES SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, MULTIPLE, PUNATIVE OR EXEMPLARY DAMAGES (EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES) SUCH AS, BUT NOT LIMITED TO, LOSS OF REVENUE OR ANTICIPATED PROFITS OR LOST BUSINESS OR LOSS OF OR DAMAGE TO DATA; AND (II) EACH PARTY'S TOTAL CUMULATIVE LIABILITY IN CONNECTION WITH THE AGREEMENT AND EACH EIO, WHETHER IN CONTRACT OR IN TORT OR OTHERWISE, WILL NOT EXCEED THE PAYOUTS PAID BY ADVERTISER TO MEDIA PARTNER THROUGH IMPACT RADIUS PURSUANT TO THE AGREEMENT AND SUCH EIO. EACH PARTY SHALL HAVE A DUTY TO MITIGATE DAMAGES FOR WHICH THE OTHER PARTY IS RESPONSIBLE.

5. General

5.1 Waiver of Remedies: No forbearance or delay by either Party in exercising or enforcing the provisions of the Agreement or an EIO shall prejudice or restrict the rights (whether provided by the Agreement, an EIO or by law) of that Party nor shall any waiver of its rights operate as a waiver of any subsequent breach. No right, power or remedy herein conferred upon or reserved for either Party or available by law is exclusive of any other right, power or remedy available to that Party (whether under the Agreement, an EIO or at law) and each such right, power or remedy shall be cumulative.

5.2 Assignment: Neither Party shall assign any right or any obligation under the Agreement or any EIO without the prior written consent of the other Party, and any such attempted assignment shall be null and void, provided, however, that Advertiser may assign the Agreement or any EIO without Media Partner's consent in the event of a Change of Control of Advertiser. Subject to the foregoing, the Agreement and any EIO shall be binding upon and shall inure to the benefit of the Parties hereto and their respective successors and permitted assigns.

5.3 Records: Each Party agrees to maintain adequate books and records relating to its compliance with the terms of the Agreement during the term of the Agreement and for a period of one (1) year thereafter.

5.4 Notices: All notices which are required to be given under the Agreement shall be in writing. Notices of termination of an EIO by Advertiser for convenience shall be made via the Platform. All other notices shall be sent to the postal address, facsimile number or email address of the Party as provided via the Platform, as such address may be updated from time to time. Any such notice may be delivered personally or by first class pre-paid letter (or by air-mail if overseas) or by facsimile transmission, and

shall be deemed received, when delivered (if by hand); or if by mail 5 (five) days after deposit in mail, if by facsimile transmission, when successfully dispatched in full. 5.5 Governing Law and Venue: The Parties agree that the Agreement and any EIO shall be governed by and construed in accordance with the laws of the State of Tennessee without regard to any conflict of law provisions. Should a dispute arise under or in relation to the Agreement or any EIO, jurisdiction over and venue of any suit arising out of the Agreement and any EIO shall be exclusively in the state courts located in Knox County, Tennessee and the federal courts located in Tennessee. If either Party employs attorneys to enforce any right arising out of or relating to the Agreement or any EIO, the prevailing Party shall be entitled to recover reasonable attorneys' fees.