

Baja Bound Affiliate Agreement

To participate in the Baja Bound Affiliate Program, you must agree to the following:

This Affiliate Agreement ("Agreement") contains the complete terms and conditions between us, Baja Bound Insurance Services Inc., and you, regarding your application to participate as an affiliate of Baja Bound ("Affiliate"), and the establishment of links from your website to our websites, www.bajabound.com.

BY SUBMITTING AN APPLICATION TO JOIN OR BY PARTICIPATING IN THE BAJA BOUND AFFILIATE PROGRAM, YOU ARE CONFIRMING THAT YOU HAVE READ THIS AGREEMENT AND AGREE TO BE BOUND BY ITS TERMS AND CONDITIONS.

Baja Bound's Affiliate Agreement Definitions

- a. "We", "Our", "Us", - "Baja Bound", (collectively, "Baja Bound").
- b. "You", "Your" and "Affiliate(s)" - the business, individual or entity applying for participation in the Baja Bound Affiliate Program, or that displays Our products, services on its website and/or through offline representation through the affiliate tracking code in exchange for receiving remuneration from Baja Bound for sales resulting from such display.
- c. "Affiliate Site" - the Affiliate's Internet site which displays Baja Bound Services.
- d. "Baja Bound Services" - Insurance services that are available at bajabound.com.
- e. "Commission Fees" or "Commissions" - Under the Affiliate Program, subject to the terms hereof, you will be paid a Commission Fee for each Qualified Quote Submission by a Customer that you refer to Baja Bound under and in accordance with this Agreement.
- f. "Qualified Quote Submission" - a request for a quote of Baja Bound Services by a Referred Customer which meets the criteria set forth in Section 5 hereof.
- g. "Referred Customer" - each new and unique customer referred from Affiliate through a Link (defined in Section 2 below) provided by or approved by Us at our discretion, which meets the criteria set forth in Section 5 hereof.
- h. "Registration Form" - any and all forms, Registration Forms, or other signup or acceptance form submitted by You or, as applicable, the Referred Customer.

1. Enrollment in the Affiliate Network

To begin the enrollment process, you must submit a completed Affiliate Program Signup Form. The Signup Form can be found at <https://www.bajabound.com/affiliate/signup.php>.

We will evaluate Your application in good faith and will notify You of Your acceptance or rejection in a timely manner. We may reject Your application if We determine (in Our

sole discretion) that Your site is unsuitable for Our Affiliate Program for any reason, including, but not limited to, inclusion of content that is, in Our opinion, unlawful or deceptive.

If We reject Your application, for any reason, You may not reapply to the Baja Bound Affiliate Program utilizing the same domain name/URL if that domain name/URL has already been rejected nor may you reapply using a different domain/URL name then add the previously rejected domain name/URL. Baja Bound, in its sole discretion, reserves the right to notify or to not notify any prospective affiliate of their rejection or removal from the Baja Bound Affiliate Program at any time.

2. Promotion of Our Affiliate Relationship

If You qualify and agree to participate as an Affiliate, We may make available to You a variety of graphic and textual links (each of these links sometimes being referred to herein as "Links" or, individually, as a "Link"), which are subject to the terms and conditions hereof. The Links may connect to any area of Our site (although commissions will only be issued on Qualified Quote Submissions). In utilizing the Links, You agree that You will cooperate fully with Us in order to establish and maintain such Links.

You also agree that You will display on Your site only those graphic or textual images (indicating a Link) provided by Us or text messages expressly approved in advanced in writing by Baja Bound. All Affiliate Sites shall display such graphic and/or textual images prominently in relevant sections of their site. Furthermore, you agree not to use cookie stuffing techniques that set the affiliate tracking cookie without the Referred Customer's knowledge. (example: iframe). Any information with respect to Us that is going to be displayed on Your site must be provided by Us and expressly approved by Us in writing in advance of any display.

EXCEPT AS PERMITTED ABOVE, YOU SHALL NOT AND ARE NOT AUTHORIZED TO (i) USE THE BAJA BOUND TRADEMARK, NAME OR ANY OF OUR OTHER INTELLECTUAL PROPERTY (OR ANY VARIATIONS OR MISSPELLINGS THEREOF OR OTHER TERM OR TERMS CONFUSINGLY SIMILAR TO ANY OF THE FOREGOING) (ALL OF THE FOREGOING, INCLUDING WITHOUT LIMITATION, THE "LINKS" AND THE "LICENSED MATERIALS" (DEFINED BELOW), ARE REFERRED TO HEREIN AS "OUR IP"), WITHOUT OUR EXPRESS PRIOR WRITTEN PERMISSION; (ii) USE OUR IP IN A DOMAIN OR WEBSITE NAME, IN ANY BIDS FOR KEYWORDS OR GOOGLE ADWORDS (OR SIMILAR PROGRAMS AT OTHER SEARCH ENGINES), IN ANY SEARCH ENGINE ADVERTISING (PAID OR OTHERWISE), IN ANY METATAGS, GOOGLE ADWORDS (OR SIMILAR PROGRAMS AT OTHER SEARCH ENGINES), KEY WORDS, ADVERTISING, SEARCH TERMS, CODE, OR OTHERWISE; (iii) CAUSE OR CREATE OR ACT IN ANY WAY THAT CAUSES OR CREATES OR COULD CAUSE OR CREATE ANY "INITIAL INTEREST CONFUSION" OVER THE USE OF OUR IP ON THE INTERNET OR IN ANY SEARCH ENGINE ADVERTISING. YOUR USE OF OUR IP IN ANY MANNER, OTHER THAN AS EXPRESSLY PERMITTED HEREUNDER (IN ADDITION TO BEING A BREACH OF THIS AGREEMENT) SHALL CONSTITUTE UNLAWFUL INFRINGEMENT OF OUR TRADEMARKS, COPYRIGHTS OR OTHER INTELLECTUAL PROPERTY RIGHTS, AND MAY SUBJECT YOU TO CLAIMS FOR DAMAGES (INCLUDING WITHOUT LIMITATION, TREBLE DAMAGES FOR KNOWING OR WILLFUL INFRINGEMENT), AND THE OBLIGATION TO PAY OUR LEGAL FEES AND COSTS IN CONNECTION WITH ANY ACTION OR PROCEEDING IN WHICH WE SEEK TO ENFORCE OUR RIGHTS UNDER THIS AGREEMENT OR WITH REGARD TO ANY OF OUR INTELLECTUAL PROPERTY RIGHTS.

All Links may be modified and/or expanded from time to time throughout the term of this Agreement pursuant to the mutual agreement of the parties hereto. You are not allowed to post any refunds, credits or discounts, or other content concerning Baja Bound, unless We have given You prior written permission in each instance. Affiliates may only use coupons and discounts that are provided exclusively through the Affiliate Program using banners and links. Each Link connecting users of Your site to the pertinent area of Our site will in no way alter the look, feel, or functionality of Our site. Any violations of the terms surrounding links, coupons, refunds, credits or discounts shall constitute a material breach of this Agreement and may result in Your termination from the program or withholding of Commissions.

Under this Agreement, You may not act as an insurance agent or broker or in any manner transact insurance. Without limiting the generality of the forgoing, You will not consult or advise customers regarding specific insurance products, coverages, or underwriters provided on Our website.

3. FTC Endorsement Compliance

It is the intent of Baja Bound to treat our customers fairly and to comply fully with all Federal Trade Commission regulations related to advertising. As such, we require our affiliates to comply with these regulations. This includes, 16 CFR 255, which requires, among other criteria, that material connections between advertisers and endorsers be disclosed. This means that directories, review/rating sites, blogs and other websites, email or collateral that purport to provide an endorsement or assessment of an advertiser (in this case Baja Bound) must prominently disclose the fact financial or in-kind compensation is provided from the advertiser.

Baja Bound reserves the right to withhold commission fees and cancel the affiliate relationship with you should we determine, at our discretion, that you are not in compliance with the previously mentioned guide or other FTC regulations/guides we deem relevant.

4. Quote Processing

We will process quotes placed by Referred Customer who follow the Links from your website to Baja Bound.com. We reserve the right, in our sole discretion, to reject quotes that do not comply with certain requirements that we may establish from time to time. All aspects of order processing and fulfillment, including Baja Bound service, cancellation, processing, refunds and payment processing will be our responsibility. We will track the Qualified Quote Submissions generated by your website. To permit accurate tracking, reporting, and Commission accrual, you must ensure that the Links between your website and our website are properly formatted.

5. Commission Determination

Under the Affiliate Program, you will be paid a Commission Fee for each Qualified Quote Submission by a Referred Customer that you refer to Baja Bound under and in accordance with the terms of this Agreement. Each Referred Customer and each Qualified Quote Submission must meet the following criteria (the "Criteria"):

- a. Each Referred Customer must be a new and unique visitor to Baja Bound and must provide Baja Bound with their email address in the process of obtaining a quote.
- b. Each Referred Customer must make a Qualified Quote.
- c. Each Referred Customer must sign up in a manner, which in our sole judgment, definitively establishes that the Referred Customer was referred directly from you to Baja Bound under this Agreement.
- d. Each Referred Customer must remain in compliance with our Terms of Service and other policies that are active at the time the Commission Fees are processed.

Baja Bound reserves the right to withhold initial Commissions Fees for Affiliates who are new to the Affiliate program, or who have commissions that are potentially fraudulent as determined by Baja Bound in its sole discretion, to determine the legitimacy of Referred Customers. Baja Bound reserves the right to suspend payment of Commission Fees at any time and indefinitely, if it suspects fraud or other improper activity or a potential breach of any of the terms in this Agreement by the Affiliate or a Referred Customer(s). Baja Bound reserves the right to deduct from Affiliate's current and future Commission Fees any and all Commission Fees corresponding to any fraudulent, questionable activity.

Baja Bound reserves the right to immediately cancel or withhold for later review any Commission Fee based on the foregoing or that otherwise fails to meet the Criteria. It is the responsibility of the Affiliate to monitor the payment, denial and withholding of Commission Fees; Baja Bound is not obligated to actively notify Affiliates of the status of Commission Fees. If an Affiliate has a question about a Commission Fee that has been cancelled or withheld, that Affiliate has 30 days from the day the payment was due to contact Baja Bound to discuss or reclaim the Commission Fee. Any changes to decisions about cancelled or withheld Commission Fees are strictly at Baja Bound's discretion. Commissions for any Referred Customer who is associated with any Baja Bound reseller, referral or other program may be removed from your payment. In other words, You may not receive double commissions or compensation. Any attempt by an Affiliate to manipulate, falsify or inflate Referred Customers or Commission Fees to intentionally defraud Baja Bound or violation of any of the terms of this Agreement constitutes immediate grounds for Baja Bound to terminate this Agreement and will result in forfeiture of any Commission Fees due to you.

6. Commission Fee Accrual and Payments

Subject to the terms of this Agreement, we will pay a Commission Fee start at \$3.00 on each Qualified Quote Submission by a Referred Customer which occurs during the month for which such Commission Fee is being calculated. The fee can be increased or decreased by Baja Bound at its sole discretion.

Commission Fees will be processed approximately 15 to 30 days after the end of the month in which they accrued as set forth below. Commissions will accrue and only become payable once you (i) provide all relevant tax and address documentation and (ii) reach a commission level of \$25 (the "Commission Threshold") based on the commission rates stated on the Baja Bound website, all as applied only to Qualified Quote Submissions which occurred within three (3) months of the end of the calendar month in which the Qualified Quote Submissions occurred. For example, if you provide sign-ups which result in Qualified Quote Submissions that meet the Commission Threshold on

January 10th, you must provide all relevant tax and address documentation by April 30th of the same year in order for Commission Fees to accrue and become payable. All Qualified Quote Submissions eligible to result in Commissions under this Section 6 must remain active and in good standing pursuant to the terms of this Agreement in order to remain eligible for accrual. Once a Commission has accrued the amount of such Commission shall be due and payable to you. Baja Bound reserves the right to change the Commission Threshold by amending this Agreement and will notify you for any such amendment pursuant to the terms of this Agreement.

7. Payment Forms/Types

Commission Fees shall be paid based on the current information in Your Affiliate profile. Please notify us promptly of any change in your address by updating your profile information in the Affiliate console. You are responsible for informing Baja Bound of Your desired Payment form/type.

8. Taxes/Address Changes

It is Your responsibility to provide Baja Bound with accurate tax and payment information that is necessary to issue a Commission Fee to You. If Baja Bound does not receive the necessary tax or payment information within 90 days of a Qualified Quote Submission which would otherwise trigger Commission Fees, the applicable commissions shall not accrue, and no Commission Fees will be owed with respect to such Qualified Quote Submission. Each Affiliate is required to submit a W8/W9 tax form. You are responsible for the payment of all taxes related to the commissions you receive under this Agreement. In compliance with U.S. tax laws, Baja Bound will issue a Form 1099 to Affiliates whose earnings meet or exceed the applicable threshold. You are responsible for informing Baja Bound about changes to postal and e-mail addresses, as well as any changes to your name, email address, contact information, tax identification number, or other personal information that will impact Baja Bound's ability to issue a valid Commission payment. Any address changes must be made in the Affiliate profile in the Affiliate Console at least 15 business days prior to the end of the calendar month in order for Commission Fees for that month to be sent to the revised address.

9. Obligations Regarding Your Site

You will be solely responsible for the development, operation, and maintenance of Your site and for all materials that appear on Your site. Such responsibilities include, but are not limited to, the technical operation of Your site and all related equipment; creating and posting product reviews, descriptions, and references on Your site and linking those descriptions to Our website; the accuracy and propriety of materials posted on Your site (including, but not limited to, all materials related to Baja Bound Services); ensuring that materials posted on Your site do not violate or infringe upon the rights of any third party and are not libelous or otherwise illegal. We disclaim all liability and responsibility for such matters.

We have the right in Our sole discretion to monitor signups through Your site at any time and from time to time to determine if You are in compliance with the terms of this Agreement. If You are not in compliance We may terminate this Agreement immediately.

10. Baja Bound Responsibilities

We will be responsible for providing all information necessary to allow You to make appropriate Links from Your site to Our site. Baja Bound will solely be responsible for

Qualified Quote Submissions placed by a Referred Customer following a Link from Your site, for tracking the volume and amount of Qualified Quote Submissions generated by Your site, and for providing information to Affiliates regarding Qualified Quote Submissions statistics.

11. E-mails and Publicity

You shall not create, publish, transmit or distribute, under any circumstances, any bulk electronic mail messages (also known as "SPAM") without prior written consent from Baja Bound for each and every day when any bulk mailing will occur. Baja Bound, in its sole discretion, reserves the right to reject each and every e-mail mailing. Additionally, You may only send e-mails containing an Baja Bound affiliate link and or a message regarding Baja Bound or Baja Bound's Affiliate Program to person(s) who have been previously contacted and whom consented to the fact that the You will be sending an e-mail containing Baja Bound information or information about the Baja Bound affiliate program. Failure by You to abide by this section, CAN-SPAM Act of 2003 or our Anti-Spam Policy , in any manner, will be deemed a material breach of this Agreement by You and foreclose any and all rights you may have to any commissions. If your account has excessive clicks in a very short period of time as determined by Baja Bound in its sole discretion, the Affiliate relationship may be terminated.

12. Licenses and Use of the Baja Bound.com Logos and Trademarks.

Subject to the limitations set forth herein, we grant you a non-exclusive, non-transferable, revocable license to (i) access our site through the links solely in accordance with the terms of this agreement and (ii) solely in connection with such links, to use the Baja Bound.com trademark and logo and similar identifying material relating to us (but only in the form(s) that they are provided by us) (collectively, the "Licensed Materials"), for the sole purpose of selling Baja Bound Services on your site and as approved in advance by us. You may not alter, modify, or change the Licensed Materials in any way. You are only entitled to use the Licensed Materials to the extent that You are a member in good standing of the Baja Bound Affiliate Program.

You shall not make any specific use of any Licensed Materials for purposes other than selling Baja Bound Services, without first submitting a sample to Us and obtaining the express prior written consent of Your Baja Bound account executive, which consent shall not be unreasonably withheld. You agree not to use the Licensed Materials in any manner that is disparaging or that otherwise portrays Baja Bound, any hosted member of Baja Bound or any Baja Bound employee or representative in a negative light. We reserve all of Our rights in the Licensed Materials and of Our other proprietary rights. We may revoke Your license at any time, by giving You written notice. If not revoked, this license shall terminate upon expiration or termination of this Agreement.

13. Term of the Agreement

The term of this Agreement will begin upon Our acceptance of Your Affiliate Program application and will end when terminated by either party. Either You or We may terminate this Agreement at any time, with or without cause. You are only eligible to earn Commission Fees on Qualified Quote Submissions occurring during the term, and Commission Fees earned through the date of termination will remain payable only if the orders for the related Baja Bound Services are not cancelled and comply with all Terms laid out in this Agreement. We may withhold Your final payment of Commission Fees for a reasonable time in its sole discretion. Any Affiliate who violates either this Agreement

or Baja Bound's Terms and Conditions will immediately forfeit any right to any and all accrued Commissions Fees and will be removed from the Baja Bound Affiliate Program. Baja Bound reserves the right to remove an Affiliate from the Affiliate Program, and to terminate or suspend this Agreement, at any time for any reason, in Baja Bound's sole discretion. Without limitation, Affiliate's participation in the Program, and this Agreement, shall be deemed automatically terminated immediately and all commissions forfeited upon Affiliate's violation of any of the terms of this Agreement or of any applicable law or regulation having the force of law.

14. Modification

We may modify any of the terms and conditions contained in this Agreement at any time in Our sole discretion. Such modifications shall take effect when posted on Our site. Baja Bound, in its sole discretion, reserves the right to notify You by e-mail and further reserves the right to withhold notification of any changes made to this Agreement. Modifications may include, but are not limited to, changes in the scope of available Commissions, Commission amounts, payment procedures, Commission Fee payment schedules, and Affiliate Program rules. If any modification is unacceptable to You, Your only recourse is to terminate this agreement. Your continued participation in the Affiliate Program following Our posting of a change notice or new agreement on Our site will constitute binding acceptance of the change.

15. Disclaimers

We make no express or implied warranties or representations with respect to the Affiliate Program or any Baja Bound Services sold through the Affiliate Program (including, without limitation, WARRANTIES OF FITNESS, MERCHANTABILITY, NON-INFRINGEMENT, OR ANY IMPLIED WARRANTIES ARISING OUT OF COURSE OF PERFORMANCE, DEALING, OR TRADE USAGE). In addition, We make no representation that the operation of Our site will be uninterrupted or error free, and We will not be liable for the consequences of any interruptions or errors, including the tracking of information about Referred Customers during the period of interruption.

16. Relationship of Parties

You and Baja Bound are independent contractors, and nothing in this Agreement will create any partnership, joint venture, agency, franchise, sales representative, or employment relationship between the parties. You will have no authority to make or accept any offers or representations on Our behalf. You will not make any statement, whether on Your site or otherwise, that reasonably would contradict anything in this Section.

17. Representations and Warranties

You hereby represent and warrant to us as follows:

- a. This Agreement has been duly and validly executed and delivered by You and constitutes Your legal, valid, and binding obligation, enforceable against You in accordance with its terms.
- b. The execution, delivery, and performance by You of this Agreement and the consummation by You of the transactions contemplated hereby will not, with or without the giving of notice, the lapse of time, or both, conflict with or violate (i) any provision of law, rule, or regulation to which You are subject, (ii) any order, judgment, or decree applicable to You or binding upon Your assets or properties, (iii) any provision of Your by-laws or certificate of incorporation, or (iv) any

- agreement or other instrument applicable to You or binding upon Your assets or properties.
- c. No consent, approval, or authorization of, or exemption by, or filing with, any governmental authority or any third party is required to be obtained or made by You in connection with the execution, delivery, and performance of this Agreement or the taking by You of any other action contemplated hereby.
 - d. There is no pending or, to the best of Your knowledge, threatened claim, action, or proceeding against You, or any Affiliate of Yours, with respect to the execution, delivery, or consummation of this Agreement, or with respect to Your trademarks, and, to the best of Your knowledge, there is no basis for any such claim, action, or proceeding.
 - e. During the term of the Agreement, You will not include in Your site content that is, in Our opinion, unlawful, harmful, threatening, defamatory, obscene, harassing, racially, ethically, or otherwise objectionable.
 - f. You are at least eighteen (18) years of age.
 - g. Each Referred Customer referred or submitted by You to Us, is valid, genuine, unique and not fraudulent and meets each of the Criteria for generating a Commission Fee as provided in this Agreement.

18. Limitation of Liability

WE WILL NOT BE LIABLE FOR INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, OR ANY LOSS OF REVENUE, PROFITS, OR DATA, ARISING IN CONNECTION WITH THIS AGREEMENT OR THE AFFILIATE PROGRAM, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FURTHER, OUR AGGREGATE LIABILITY ARISING WITH RESPECT TO THIS AGREEMENT AND THE AFFILIATE PROGRAM WILL NOT EXCEED THE TOTAL COMMISSIONS PAID OR PAYABLE TO YOU UNDER THIS AGREEMENT DURING THE 3-MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH LIABILITY.

19. Indemnification

You hereby agree to indemnify and hold harmless Us and Our subsidiaries and affiliates, and their directors, officers, employees, agents, shareholders, partners, members, and other owners, against any and all claims, actions, demands, liabilities, losses, damages, judgments, settlements, costs, and expenses (including reasonable attorneys' fees) (any or all of the foregoing hereinafter referred to as "Losses") insofar as such Losses (or actions in respect thereof) arise out of or are based on (i) any claim that Our use of the Affiliate Trademarks infringes on any trademark, trade name, service mark, copyright, license, intellectual property, or other proprietary right of any third party, (ii) any misrepresentation of a representation or warranty or breach of a covenant and agreement made by You herein, or (iii) any claim related to Your site, including, without limitation, its development, operation, maintenance and content therein not attributable to Us.

20. Confidentiality

Each of the parties here to agrees that all information including, without limitation, the terms of this Agreement, business and financial information, Baja Bound and vendor lists, and pricing and sales information, shall remain strictly confidential and shall not be utilized for any purpose outside the terms of this Agreement except and solely to the extent that any such information is (a) already lawfully known to or independently developed by the receiving party, (b) disclosed in published materials, (c) generally

known to the public, or (d) lawfully obtained from any third party any obligation of confidentiality to the disclosure hereunder. Notwithstanding the foregoing, each party is hereby authorized to deliver the copy of any such information (a) to any person pursuant to a valid subpoena or order issued by any court or administrative agency of competent jurisdiction, (b) to its accountants, attorneys, or other agents on a confidential basis, and (c) otherwise as required by applicable law, rule, regulation, or legal process including, without limitation, the Securities Exchange Act of 1933, as amended, and the rules and regulations promulgated thereunder, and the Securities Exchange Act of 1934, as amended, and the rules and regulations promulgated thereunder.

21. Independent Investigation

Your application submission acknowledges that you have read this Agreement and agree to be bound by all its terms and conditions. You have independently evaluated the desirability of participating in the Baja Bound Affiliate Program and are not relying on any representation, guarantee, or statement other than as set forth in this Agreement.

22. Governing Law

The laws of the United States and the State of California will govern this Agreement, without reference to rules governing choice of laws. Any action relating to this Agreement must be brought in the federal or state courts located in San Diego County, California and You irrevocably consent to the jurisdiction of such courts. You may not assign this Agreement, by operation of law or otherwise, without Our prior written consent. Subject to that restriction, this Agreement will be binding on, inure to the benefit of, and be enforceable against the parties and their respective successors and assigns. Our failure to enforce Your strict performance of any provision of this Agreement will not constitute a waiver of Our right to subsequently enforce such a provision or any other provision of this Agreement.

I INDICATE MY APPROVAL OF THIS AGREEMENT AND DESIRE TO BECOME AN AFFILIATE UNDER THESE TERMS AND CONDITIONS BY COMPLETING AND SUBMITTING THE AFFILIATE PROGRAM SIGNUP FORM, BY SUBMITTING PROPOSED REFERRED CUSTOMERS TO US UNDER OUR AFFILIATE PROGRAM AND/OR BY COLLECTING AND COMMISSION FEES FROM US.

This file was last modified on Aug 5, 2018.