

SpareLot LLC - Partner Terms and Conditions

Contract Details

Registration - \$0.00

- Payout Details
 - Default payout: \$0.00 per order
- Schedule
 - Action locking: Actions are locked 27 days after end of the month they are tracked
 - Payout scheduling: Approved transactions are paid 20 days after end of the month they lock
- Qualified Referrals
 - Credit policy: Last click
 - Referral window: Allow referrals from clicks within 30 days

IOS Install - \$0.00

- Payout Details
 - Default payout: \$0.00 per order
- Schedule
 - Action locking: Actions are locked up to 27 days after end of the month they are tracked
 - Payout scheduling: Approved transactions are paid up to 20 days after end of the month they lock
- Qualified Referrals
 - Credit policy: Last click
 - Referral window: Allow referrals from clicks within 30 days

Android Install - \$0.00

- Payout Details
 - Default payout: \$0.00 per order
- Schedule
 - Action locking: Actions are locked up to 27 days after end of the month they are tracked
 - Payout scheduling: Approved transactions are paid up to 20 days after end of the month they lock
- Qualified Referrals
 - Credit policy: Last click
 - Referral window: Allow referrals from clicks within 30 days

Listing Reservation - 10%

- Payout Details
 - Default payout: 10% of transactional fee
- Schedule

- Action locking: Actions are locked up to 27 days after end of the month they are tracked
- Payout scheduling: Approved transactions are paid up to 20 days after end of the month they lock
- Qualified Referrals
 - Credit policy: Last click
 - Referral window: Allow referrals from clicks within 30 days

Hosting Rental - 5%

- Payout Details
 - Default payout: 5% of hosting fee
- Schedule
 - Action locking: Actions are locked up to 27 days after end of the month they are tracked
 - Payout scheduling: Approved transactions are paid up to 20 days after end of the month they lock
- Qualified Referrals
 - Credit policy: Last click
 - Referral window: Allow referrals from clicks within 30 days

Partner Application Contract Terms

AFFILIATE AND AMBASSADOR PROGRAM

Supplemental Terms

These affiliate and ambassador program supplemental terms (these “Supplemental Terms”) are made and entered into by and between SpareLot LLC (“SpareLot”) and the individual/business (“Ambassador/Affiliate”). Affiliates and ambassadors constitute a group known as partners (“Partner”) in relation to the SpareLot platform. This agreement (the “Agreement”) consists of these Supplemental Terms. This Agreement is effective as of the day of signing (“Effective Date”). This Agreement will commence on the Effective Date and, unless terminated as set forth in this Agreement, will continue until terminated by either party (the “Term”).

Marketing Services and Campaign Deliverables

Partner shall promote SpareLot by providing marketing services, including but not limited to posting about the SpareLot brand through social media accounts or other online platforms (each such post, a “Deliverable”) in connection with SpareLot’s program (the “Program”). Partner, warrants and covenants that Partner shall perform the services in a professional and workmanlike manner and that the Deliverables will comply with the requirements set forth in the Agreement and any other documentation and specifications agreed upon by the parties. Without limiting the foregoing, Partner’s unique tracking link and or code (“Link”) must be included and shared with Partner’s audience when promoting SpareLot, including within all Deliverables. Partner further

agrees that each communication made to a third party in connection with the promotion of SpareLot, including but not limited to all Deliverables, shall include a clear and conspicuous disclosure of the paid nature of Partner's relationship with SpareLot.

Compensation

Subject to the terms of this Agreement, SpareLot shall pay Partner ten percent (10%) of all transaction fees of users recruited by said Partner (the "Commission"). Or, in the case of recruitment of a host user, SpareLot shall pay Partner five percent (5%) of all hosting fees incurred by host. The Commission shall be remitted to a Partner within thirty (30) days after the end of the calendar month in which the applicable individual becomes a referred customer. Each party will be responsible, as required under applicable law, for identifying and paying all taxes and other governmental fees and SpareLot Partner Agreement 1 charges (and any penalties, interest, and other additions thereto) that are imposed on that party upon or with respect to the transactions and payments received by it under this Agreement. Each party will bear all costs and expenses incurred by it in connection with its business and the performance of its obligations under this Agreement. SpareLot has the right to void Commissions on fraudulent installs, registrations, or reservations. AllTrails reserves the right to modify the compensation structure set forth herein at any time in its sole discretion upon written notice to Partner.

Licenses

During the Term, SpareLot grants to Partner the right and license to use the trade names, trademarks, service marks, and logos specified by SpareLot ("SpareLot Marks") in connection with fulfilling Partner's obligations under this Agreement. Partner will obtain SpareLot's written approval prior to any public use by Partner of any such SpareLot Mark (email or other digital communication to suffice). All uses of the SpareLot Marks will comply with SpareLot's branding requirements. Should SpareLot object to the use of any SpareLot Mark by Partner, SpareLot may revoke Partner's rights thereto and Partner will promptly cease using the SpareLot Mark in the manner identified by SpareLot. SpareLot will own all right, title and interest in and to the SpareLot Marks, and all uses thereof will insure to the benefit of SpareLot. Partner hereby grants to SpareLot (and its designees) a non-exclusive, transferable (without consent), sublicensable (without consent), perpetual, irrevocable, fully-paid, royalty-free and worldwide right and license to use the Deliverables (in whole or in part), in any and all media, whether now known or hereafter developed, including any digital or other social media platform, solely in connection with SpareLot's advertisement and promotion of itself and its products and services.

Representations and Warranties

Partner represents and warrants that: (a) the Deliverables, as well as the authorized use thereof, will not violate the terms of any applicable social media platform, and will not violate or infringe any copyright, patent, trademark, right of publicity or privacy, or any other proprietary right of any person; and (b) Partner's performance hereunder will comply with applicable laws, rules,

regulations and guidelines (including the Federal Trade Commission's Guide Concerning the Use of Endorsements and Testimonials in Advertising), as well as the rules, regulations and policies of (i) SpareLot made available to Partner and/or (ii) each applicable digital and/or social media platform used hereunder. Partner agrees to indemnify SpareLot from any and all damages, costs, claims, expenses or other liability (including reasonable attorneys' fees) arising from or relating to the breach or alleged breach by Partner of the representations and warranties set forth in this section.

Termination and Effect of Termination

Either party may terminate this Agreement for any or no reason upon written notice to the other party. Additionally, notwithstanding anything to the contrary in this Agreement, SpareLot has the right to terminate this Agreement immediately if Partner promotes or is involved in situations that do not align with SpareLot's values or mission (which shall be determined in SpareLot's sole discretion). Upon the termination or expiration of this Agreement for any reason, Partner shall: (i) immediately cease to represent itself as a marketing affiliate of SpareLot; (ii) immediately cease to use or distribute any Link; and (iii) immediately cease to use or display SpareLot Marks. Notwithstanding anything in this Agreement to the contrary, the parties agree that, after the Term, neither party is obligated to remove any social media or blog posts incorporating SpareLot Marks and/or Deliverables posted during the Term, unless expressly requested by the other party. Commissions will cease to accrue upon the termination of this Agreement, but any Commission that has already accrued before the termination or expiration of this Agreement will be paid to Partner. If a Partner's referral becomes a Referred Customer within the thirty (30)-day period following termination of this Agreement, a Commission for such Referred Customer will be paid to Partner. For clarity, Commissions shall be paid only for Referred Customers who enter into a rental agreement using the SpareLot platform (on host or renter side) during the Term of the Agreement. The termination or expiration of this Agreement for any reason shall not affect a party's other rights or obligations that expressly or by their nature continue and survive.

SPARELOT AND PARTNER AGREE TO THE TERMS OF THIS AGREEMENT AS OF THE EFFECTIVE DATE. By continuing and using the link presented below, you agree that you have read the terms and agree to the conditions laid out in this document.

Application Link: <https://tally.so/r/m6xlbe>