



# FUTURE

## Future B2B LLC

### Terms and Conditions - Content Syndication

The client understands that the rate in this agreement is based on the agreed-upon lead filters and suppression lists received that the time of the initial order. Please ensure filter and suppression list accuracy as any changes to the filters after this agreement has been executed will result in either a rebill at a higher Cost Per Lead (CPL) or a lower lead goal based on the adjusted rate. Each agreement specifies the lead count commitment, the duration of the program, and any filters that may be required. Changes to these terms after approval may result in additional charges.

Future B2B will review any claims of lead quality and, if deemed to be accurate, will replace said leads. Future B2B reserves the right to audit the leads in question to verify quality. All requests for lead review/replacement must be submitted to Future B2B no later than 30 days post-delivery.

Future B2B will fulfill its obligations under this agreement either directly or with the assistance of our partner network, or via a combination of the two methods. Use of partners is entirely at the discretion of Future B2B based on ensuring the best possible outcomes for the client.

Future B2B will not be bound by any terms, conditions or provisions appearing on agreements, Insertion Orders (IO), or copy instructions which conflict with provisions of these Standard Terms, including, without limitation, sequential liability statements from agencies. In the event of any inconsistency between an IO and/or copy instructions and these Standard Terms, the Standard Terms shall control.

Client grants to Future B2B a limited, non-exclusive right and license to use, reproduce, transmit, and distribute all creative materials supplied by or on behalf of the client, including without limitation, all text, graphics, illustrations and photographs, service marks, trademarks, name or other intellectual property (the "Creative"). Client represents and warrants that: (i) it has all the necessary rights in the Creative; (ii) the Creative does not violate any applicable law or regulation; and (iii) the Creative does not violate or infringe upon any third party right in any manner or contain any material or information that is defamatory, libelous, slanderous, that violates any person's right of publicity, privacy or personality, or may otherwise result in any tort, injury, damage or harm to any person. The client acknowledges that Future B2B is relying on these representations and warranties. Client agrees to indemnify, defend, and hold Future B2B and its affiliates, and their respective officers, directors, and employees, harmless from and against any and all expenses and losses of any kind (including reasonable attorneys' fees and costs) incurred arising from a third party claim based upon a breach of any of the foregoing representations and warranties or in connection with any claim arising from or related to any asset supplied by Client or its agents and run by Future B2B. Notwithstanding anything to the contrary, Client retains sole and exclusive title to and ownership of the Creative.

All contents assets under this program are subject to Future B2B's approval. Future B2B reserves the right to reject or cancel any asset that does not meet its standards or that, in its estimation, would not result in a successful program.

Once a program has begun, it is not cancellable unless there is a material breach of the obligations made in this agreement. Either Future B2B or Client may terminate the service at any time if the other party is in material breach of its obligations hereunder, which breach is not cured within 10 days after receipt of written notice thereof from the non-breaching party, except as otherwise stated in these Terms with regard to specific breaches. In the event that Client terminates this agreement due to a breach by Future B2B, Future B2B shall refund Client any portion of the fees Client has pre-paid for the applicable service or deliverables to be provided after the effective date of termination.

Future B2B represents and warrants that the services supplied in connection with this agreement (i) do not violate any applicable law, statute, ordinance or regulation, (ii) do not infringe upon any third party's patent, trademark or other intellectual property rights, and (iii) will be performed in a professional and workmanlike fashion in accordance with prevailing professional standards. Future B2B expressly disclaims any and all warranties, whether express or implied, including, without limitation, any implied warranties of merchantability or fitness for a particular purpose with regard to its services, including any and all oral and written information communicated about such services. To the maximum extent permitted by applicable law, in no event shall either party be liable for any consequential, incidental, direct, indirect, special, punitive, or other damages whatsoever (including, without limitation, damages for loss of business profits, business interruption, loss of business information, or other pecuniary loss) arising out of this agreement, even if a party has been advised of the possibility of such damages. Because some states/jurisdictions do not allow the exclusion or limitation of liability for consequential or incidental damages, the above limitation may not apply to the client. Except for a violation of law, in no case, and under no theory of law, shall a party's liability to the other party arising under this agreement exceed the amount due or paid for the service giving rise to the claim. Notwithstanding the foregoing, Future B2B shall have no liability for (i) any failure or delay resulting from conditions beyond Future B2B's control; or (ii) errors in content or omissions in any creative or materials provided by Client.

These terms, together with agreements approved by Client: (i) shall be governed by and construed in accordance with the laws of the State of South Carolina and the United States, without giving effect to principles of conflicts law; (ii) may be amended only by written agreement executed by an authorized representative of each party; and (iii) constitute the complete and entire expression of the agreement between the parties, and shall supersede any and all other agreements regarding the subject matter hereof, whether written or oral, between the parties. Failure by either party to enforce any provision of these Standard Terms shall not be deemed a waiver of future enforcement of that or any other provision. The client may not resell, assign, or transfer any of its rights.