

blur Affiliate Programme Operating Agreement

The Operating Agreement in English is the definitive legal version for all EU locales.

Effective from May 11, 2011

This Affiliates Programme Operating Agreement ("**Operating Agreement**") contains the terms and conditions that govern your participation in the Blur Ltd Affiliates Programme (the "**Programme**"). "**We**", "**us**", "**our**" or "**blur**" means blur ltd. or any of its networks, as the case may be. "**You**" or "**your**" means the applicant. A "**site**" means a website. blur Group Site, blur Marketing Site, blur Designs Site and blur Media Site, b-uncut Site, and innovatrs Site mean, each and collectively, as applicable, the "**blur Site**". "**Your site**" means any site(s) and any software application(s) that you link to the blur Site.

BY CHECKING THE BOX INDICATING THAT YOU AGREE TO THE TERMS AND CONDITIONS OF THIS OPERATING AGREEMENT, YOU (A) AGREE TO BE BOUND BY THIS OPERATING AGREEMENT; (B) ACKNOWLEDGE AND AGREE THAT YOU HAVE INDEPENDENTLY EVALUATED THE DESIRABILITY OF PARTICIPATING IN THE PROGRAMME AND ARE NOT RELYING ON ANY REPRESENTATION, GUARANTEE, OR STATEMENT OTHER THAN AS EXPRESSLY SET FORTH IN THIS OPERATING AGREEMENT; AND (C) HEREBY REPRESENT AND WARRANT THAT YOU ARE LAWFULLY ABLE TO ENTER INTO CONTRACTS (E.G., YOU ARE NOT A MINOR OR OTHERWISE LEGALLY PREVENTED FROM CONTRACTING) AND (D) AGREE TO COMPLY WITH THE REQUIREMENTS SET OUT IN APPENDIX 1 (IF YOU ARE ADVERTISING THE BLUR SITE) OR APPENDIX 2 (IF YOU ARE ADVERTISING THE BLUR SITE).

IN ADDITION, IF THIS OPERATING AGREEMENT IS BEING AGREED TO BY A COMPANY OR OTHER LEGAL ENTITY, THEN THE PERSON AGREEING TO THIS OPERATING AGREEMENT ON BEHALF OF THAT COMPANY OR ENTITY HEREBY REPRESENTS AND WARRANTS THAT HE OR SHE IS AUTHORIZED AND LAWFULLY ABLE TO BIND THAT COMPANY OR ENTITY TO THIS OPERATING AGREEMENT.

1. Description of the Programme

The purpose of the Programme is to permit you to advertise blur Group's Creative Services Exchange on your site and to earn advertising fees for Qualifying Brief Submissions (defined in Section 7) made by your end users. A "**Product**" is any brief submitted to the blur Site approved by blur Brief managers and subsequently submitted to the Creative Services Exchange. In order to facilitate your advertisement of Products, we may make available to you data, images, text, link formats, widgets, links and other linking tools, and other information in connection with the Programme ("**Content**"). Content specifically excludes any data, images, text, or other information or content products offered on any site which is not a blur Site.

2. Enrollment

To begin the enrollment process, you must submit a complete and accurate Programme application. You must identify your site in your application. We will evaluate your application and notify you of its acceptance or rejection. We may reject your application if we determine that your site is unsuitable. Unsuitable sites include those that:

(a) promote or contain sexually explicit materials;

(b) promote violence or contain violent materials;

(c) promote or contain libellous or defamatory materials;

(d) promote discrimination, or employ discriminatory practices, based on race, sex, religion, nationality, disability, sexual orientation, or age;

(e) promote or undertake illegal activities;

(f) include any trademark of blur or its networks, or a variant or misspelling of a trademark of blur or its networks, in any domain name – for example, a domain name such as "tradingblur.com", "blurrr.com", "blurauctions.net", "blurcreatives.mydomain.info", or "blurcreativeservicesexchange.co.uk" would be unsuitable;

(g) include any trademark of blur or its networks in any username, group name, or other identifier on any social networking website – for example, a username such as "Blur Creatives,"

or “Blur Japan” or “CSX For You” registered on a social networking site such as Twitter or Facebook would be unsuitable; or

(h) otherwise violate intellectual property rights.

In your application to the Programme, you must select the category listed in the Category Schedule that most accurately describes the brief category from which you will most often send end users to the blur Site. You may select more than one category. If you are unsure which category to select, please contact us prior to submitting your application. If at any time during the term of this Operating Agreement you modify your site or your participation in the Programme such that the category you selected at registration is no longer accurate, you must promptly update your account information here. We may, at any time and from time to time, change the category you select if we determine that another category more accurately describes the brief category used by your end users to reach the blur Site.

In addition, in your application you must identify each blur Site that you wish to advertise on your site (e.g., the blur Site blurgroup.com), blur Marketing Site (blur-marketing.com), blur Designs Site (blur-designs.com) etc.

You may advertise more than one blur Site/App on your site. You will receive an Affiliate ID for the blur Site for which you successfully enrol in the Programme and must use that Affiliate ID to format links to the appropriate blur Site only. This Operating Agreement relates to your participation in the Programme for only the blur Site for which you have successfully enrolled.

If we reject your application, you are welcome to reapply at any time. However, if we accept your application and we later determine that your site is unsuitable, we may terminate this Operating Agreement.

You will ensure that the information in your Programme application and otherwise associated with your account, including your email address and other contact information and identification of your site, is at all times complete, accurate, and up-to-date. We may send notifications (if any), approvals (if any), and other communications relating to the Programme and this Operating Agreement to the email address then-currently associated with your Programme account. You will be deemed to have received all notifications, approvals, and other communications sent to that email address, even if the email address associated with your account is no longer current.

3. Links on Your Site

After you have been notified that you have been accepted into the Programme for a blur Site, you may display Special Links on your site. “Special Links” are links to the blur Site for which you have successfully enrolled in the Programme that you place on your site in accordance with this Operating Agreement, that properly utilize the special “tagged” link formats we provide (including the Affiliate ID you received for use with that specific blur Site), and that comply with the Affiliates Programme Linking Requirements. (see below) Special Links permit accurate tracking, reporting, and accrual of advertising fees.

You may earn advertising fees only as described in Section 7 and only with respect to activity on the relevant blur Site occurring directly through the appropriate Special Links. We will have no obligation to pay you advertising fees if you fail to properly format the links on your site to the blur Site as Special Links, including to the extent that such failure may result in any reduction of advertising fee amounts that would otherwise be paid to you under this Operating Agreement.

4. Programme Requirements

By participating in the Programme, you agree that you will comply with the Affiliates Programme Participation Requirements and all pages, schedules, policies, guidelines, and other documents and materials referenced in this Operating Agreement (collectively, “**Operational Documentation**”). Operational Documentation is included in the term Operating Agreement.

You will provide us with any information that we request to verify your compliance with this Operating Agreement. If we determine that you have not complied with any requirement or restriction described on the Affiliates Programme Participation Requirements page or that you have otherwise violated this Operating Agreement, we may (in addition to any other rights or remedies available to us) withhold any advertising fees payable to you under this Operating Agreement, terminate this Operating Agreement, or both.

In addition, you hereby consent to us:

- sending you emails relating to the Programme from time to time;
- monitoring, recording, using, and disclosing information about your site and visitors to your site that we obtain in connection with your display of Special Links (e.g., that a particular blur customer clicked through a Special Link from your site before submitting a brief on the blur Site) in accordance with the information on this page; and
- monitoring, crawling, and otherwise investigating your site to verify compliance with this Operating Agreement.

5. Responsibility for Your Site

You will be solely responsible for your site, including its development, operation, and maintenance and all materials that appear on or within it. For example, you will be solely responsible for:

- the technical operation of your site and all related equipment;
- displaying Special Links and Content on your site in compliance with this Operating Agreement and any agreement between you and any other person or entity (including any restrictions or requirements placed on you by any person or entity that hosts your site);
- creating and posting, and ensuring the accuracy, completeness, and appropriateness of, materials posted on your site (including all Product descriptions and other Product-related materials and any information you include within or associate with Special Links);
- using the Content, your site, and the materials on or within your site in a manner that does not infringe, violate, or misappropriate any of our rights or those of any other person or entity (including copyrights, trademarks, privacy, publicity or other intellectual property or proprietary rights);
- disclosing on your site accurately and adequately, either through a privacy policy or otherwise, how you collect, use, store, and disclose data collected from visitors, including, where applicable, that third parties (including us and other advertisers) may serve content and advertisements, collect information directly from visitors, and place or recognize cookies on visitors' browsers; and
- any use that you make of the Content and the blur Marks, whether or not permitted under this Operating Agreement.

We will have no liability for these matters or for any of your end users' claims relating to these matters, and you agree to defend, indemnify, and hold us, our affiliates, our creatives and licensors, and our and their respective employees, officers, directors, and representatives, harmless from and against all claims, damages, losses, liabilities, costs, and expenses (including attorneys' fees) relating to (a) your site or any materials that appear on your site, including the combination of your site or those materials with other applications, content, or processes; (b) the use, development, design, manufacture, production, advertising, promotion, or marketing of your site or any materials that appear on or within your site, and all other matters described in Section 5; (c) your use of any Content, whether or not such use is authorized by or violates this Operating Agreement or violates applicable law; (d) your violation of any term or condition of this Operating Agreement; or (e) your or your employees' negligence or wilful misconduct.

6. Order Processing

We will process Brief submissions placed by customers who follow Special Links from your site to the blur Site. We reserve the right to reject orders that do not comply with any requirements

on the blur Site, as they may be updated from time to time. We will track Qualifying Purchases (defined in Section 7) for reporting and advertising fee accrual purposes and will make available to you reports summarizing those Qualifying Purchases.

7. Advertising Fees

We will pay you advertising fees on Qualifying Brief submissions in accordance with Section 8 and the Affiliates Programme Advertising Fee Policy. Subject to the exclusions set forth below, a “Qualifying Brief” occurs when (a) a customer clicks through a Special Link on your site to the relevant blur Site related to the appropriate Affiliate ID for that Site; (b) during a single Session that customer submits a Brief to the blur Site c) the Brief is validated as a qualified Brief by our brief managers and c) the customer verifies the brief d) the brief is submitted to the appropriate creative exchange by the brief manager.

A “**Session**” begins when a customer clicks through a Special Link on your site to a blur Site and submits a brief. It ends upon the first to occur of the following: (x)48 hours elapses from the customer’s initial click-through; (y) the customer verifies and approves the brief to be submitted to the Creative Services Exchange and the brief is opened to Pitches on the trading platform. Qualifying Briefs exclude, and we will not pay advertising fees on any of, the following:

- any Brief that, after expiration of the applicable Session, is resubmitted to a blur site even if the customer previously followed a Special Link from your site to the blur Site;
- any Brief Submission that is not correctly tracked or reported because the links from your site to the relevant blur Site are not properly formatted;
- any Brief Submission through a Special Link by you or on your behalf, including Briefs you submit through Special Links for yourself, friends, relatives, or associates (e.g., personal orders, orders for your own use, and orders placed by you for or on behalf of any other person or entity);
- any Brief submitted after termination of this Operating Agreement;
- any Brief Submission by a customer who is referred to a blur Site through any of the following:
 - a. a Prohibited Paid Search Placement; or
 - b. a link to the blur Site, including a Redirecting Link, that is generated or displayed on a Search Engine in response to a general Internet search query or keyword (i.e., in natural, free, organic, or unpaid search results), whether those links appear through your submission of data to that site or otherwise.
- “**Prohibited Paid Search Placement**” means an advertisement that you purchased through bidding on keywords, search terms, or other identifiers (including Proprietary Terms) or other participation in keyword auctions. “**Proprietary Term**” means keywords, search terms, or other identifiers that include the word “blur” “blurtrading,” “Creative Services Exchange,” or “CSX,” or any other

trademark of blur or its networks, or variations or misspellings of any of those words (e.g., “bllur,” “blurr,” “blurtrdg,” “CretiveServEX” “CXS” and “CreatServ”). **“Redirecting Link”** means a link that sends users indirectly to a blur Site via an intermediate site or webpage and without requiring the user to click on a link or take some other affirmative action on that intermediate site or webpage. **“Search Engine”** means Google, Yahoo, Bing, or any other search engine, portal, sponsored advertising service, or other search or referral service, or any site that participates in any of their respective networks.

8. Advertising Fee Payment

We will pay you advertising fees on a quarterly basis for Qualifying Briefs submitted, streamed, or downloaded (as applicable) in a given month, subject to any applicable withholding or deduction described below. Advertising fees will be paid in Pounds Sterling or USD for Qualifying Briefs occurring on the blur Site. We will pay you approximately 30 days following the end of each quarter using the payment method you choose from the following available options. Until you have selected one of the payment methods below, we will not be able to issue payment to you and will withhold any unpaid accrued advertising fees until you have done so.

(a) **Payment by Direct Deposit.** If you select payment by direct deposit, we will directly deposit the advertising fees you earn into the bank account you designate, but may accrue and withhold advertising fees until the total amount due to you for Qualifying Briefs occurring on the blur Site is at least £50 or \$75 for Qualifying Briefs occurring on each blur Site. If you select this method of payment, you must provide us with the name of your bank, the bank account type, the sort code, the account number and SWIFT IBAN details, and the name of the primary account holder as it appears on the account.

(b) **Payment by PayPal.** If you select payment by PayPal, you must provide us with the necessary information to be able to effect payment of the amount of the advertising fees you earn, but we may accrue and withhold advertising fees until the total amount due to you for Qualifying Briefs occurring on the blur Site is at least £50 or \$75.

9. Policies and Pricing

Customers who submit Briefs through this Programme are our customers with respect to all activities they undertake in connection with the blur Site. Accordingly, as between you and us, all pricing, terms of sale, rules, policies, and operating procedures concerning customer orders, customer service, and brief submissions set forth on the blur Site will apply to those customers and we may change them at any time.

10. Identifying Yourself as an Affiliate

You will not issue any press release or make any other public communication with respect to this Operating Agreement, your use of the Content, or your participation in the Programme. You will not misrepresent or embellish the relationship between us and you (including by expressing or implying that we support, sponsor, endorse, or contribute to any charity or other cause), or express or imply any relationship or affiliation between us and you or any other person or entity except as expressly permitted by this Operating Agreement. You must, however, clearly state the following on your site: “[Insert your name] is a participant in the blur Ltd. Affiliates Programme, an affiliate advertising programme designed to provide a means for sites to earn advertising fees by advertising and linking to [insert applicable site name].”

11. Limited Licence

Subject to the terms of this Operating Agreement and solely for the limited purposes of advertising Products on, and directing end users to, the blur Site in connection with the Programme, we hereby grant you a limited, revocable, non-transferable, non-sublicensable, non-exclusive, royalty-free licence to (a) copy and display the Content solely on your site; and (b) use only those of our trademarks and logos that we may make available to you as part of Content (those trademarks and logos, collectively, “blur Marks”) solely on your site and in accordance with the blur Ltd Affiliates Programme Trademark Guidelines. (see below)

The licence set forth in this Section 11 will immediately and automatically terminate if at any time you do not timely comply with any obligation under this Operating Agreement, or otherwise upon termination of this Operating Agreement. In addition, we may terminate the licence set forth in this Section 11 in whole or in part upon written notice to you. You will promptly remove from your site and delete or otherwise destroy all of the Content with respect to which the licence set forth in this Section 11 is terminated or as we may otherwise request from time to time.

12. Reservation of Rights; Submissions

Other than the limited licences expressly set forth in Section 11, we reserve all right, title and interest (including all intellectual property and proprietary rights) in and to, and you do not, by virtue of this Operating Agreement or otherwise, acquire any ownership interest or rights in or to, the Programme, the Special Links, link formats, Content, any domain name owned or operated by us or our affiliates, Operational Documentation, our and our affiliates’ trademarks and logos (including the blur Marks), and any other intellectual property and technology that we provide or use in connection with the Programme. If you provide us or any of our affiliates with suggestions, reviews, modifications, data, images, text, or other information or content about

a product or in connection with this Operating Agreement, any Content, or your participation in the Programme, or if you modify any Content in any way, (collectively, "Your Submission"), you hereby irrevocably assign to us all right, title, and interest in and to Your Submission and grant us (even if you have designated Your Submission as confidential) a perpetual, paid-up royalty-free, nonexclusive, worldwide, irrevocable, freely transferable right and licence to (a) use, reproduce, perform, display, and distribute Your Submission in any manner; (b) adapt, modify, re-format, and create derivative works of Your Submission for any purpose; (c) use and publish your name in the form of a credit in conjunction with Your Submission (however, we will not have any obligation to do so); and (d) sublicense the foregoing rights to any other person or entity. Additionally, you hereby warrant that: (y) Your Submission is your original work, or you obtained Your Submission in a lawful manner; and (z) our and our sublicensees' exercise of rights under the licence above will not violate any person's or entity's rights, including any copyright rights. You agree to provide us such assistance as we may require to document, perfect, or maintain our rights in and to Your Submission.

13. Compliance with Laws

In connection with your participation in the Programme you will comply with all applicable laws, ordinances, rules, regulations, orders, licences, permits, judgments, decisions, and other requirements of any governmental authority that has jurisdiction over you, including laws that govern electronic marketing (e.g., laws and regulations made to comply with Directive 2002/58/EC (Privacy and Electronic Communications Directive) and Data Protection and privacy laws and regulation together with applicable advertising and promotion regulations.

14. Term and Termination

The term of this Operating Agreement will begin upon our acceptance of your Programme application and will end when terminated by either you or us. Either you or we may terminate this Agreement at any time, with or without cause, by giving the other party at least 7 days' written notice of termination.

In addition, we may terminate this Operating Agreement immediately at any time upon written notice to you for Cause. "Cause" means any of the following: (a) you are in material breach of this Operating Agreement or you are in minor breach of this Operating Agreement but you do not remedy it within 7 days; (b) we believe that we may face potential claims or liability in connection with your participation in the Programme; (c) we believe that our brand or reputation may be tarnished by you or in connection with your participation in the Programme; (d) we believe that we are or may become subject to tax collection requirements in connection with this Operating Agreement or the activities performed by either party under this Operating

Agreement; or (e) we have terminated the Programme as we generally make it available to participants. For the avoidance of doubt and without limitation for purposes of the foregoing subsection (a) any violation of Section 3, 4, 5, 10, 11 or 13 will be deemed a material breach of this Operating Agreement.

Upon any termination of this Operating Agreement, any and all licences you have with respect to Content will automatically terminate and you will immediately stop using the Content and blur Marks and promptly remove from your site and delete or otherwise destroy all links to the blur Site, all blur Marks, all other Content, and any other materials provided or made available by or on behalf of us to you under this Operating Agreement or otherwise in connection with the Programme. We may withhold accrued unpaid advertising fees for a reasonable period of time following termination to ensure that the correct amount is paid (e.g., to account for any cancellations or returns). Upon any termination of this Operating Agreement, all licences, rights and obligations of the parties will be extinguished, except that the rights and obligations of the parties under Sections 5, 9, 10, 11 (second paragraph), 12, 13, 14, 16, 17, 18, 19, and 20, together with any accrued but unpaid payment obligations of us under this Operating Agreement, will survive the termination of this Operating Agreement. No termination of this Operating Agreement will relieve either party for any liability for any breach of, or liability accruing under, this Operating Agreement prior to termination.

15. Modification

We may modify any of the terms and conditions contained in this Operating Agreement at any time and in our sole discretion by, at least 7 days prior to the effective date of the modification, posting a change notice or revised agreement on the blur Site and, in the case of changes to the contractual terms of the Operating Agreement, by sending a notification to the email address then-currently associated with your Programme account. Modifications may include, for example, changes to the Affiliates Programme Advertising Fee Schedule, payment procedures, and Programme requirements. You may during that 7-day period, as your sole recourse, notify us in writing of your objections to the modifications and, if you do so, your account will automatically terminate on the effective date of the modification to which you objected. IF ANY MODIFICATION IS UNACCEPTABLE TO YOU, YOUR ONLY RECOURSE IS TO TERMINATE THIS OPERATING AGREEMENT IN WRITING. YOUR CONTINUED PARTICIPATION IN THE PROGRAMME FOLLOWING THE EXPIRY OF THE PERIOD OF 7 DAYS FOLLOWING NOTIFICATION WILL CONSTITUTE YOUR BINDING ACCEPTANCE OF THE CHANGE.

16. Relationship of Parties

You and we are independent contractors, and nothing in this Operating Agreement will

create any partnership, joint venture, agency, franchise, sales representative, or employment relationship between you and us or our respective affiliates. You will have no authority to make or accept any offers or representations on our or our affiliates' behalf.

You will not make any statement, whether on your site or otherwise, that contradicts or may contradict anything in this section. If you authorize, assist, encourage, or facilitate another person or entity to take any action related to the subject matter of this Operating Agreement, you will be deemed to have taken the action yourself.

17. Limitation of Liability

WE WILL NOT BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES (INCLUDING ANY LOSS OF REVENUE, PROFITS, GOODWILL, USE, OR DATA) ARISING IN CONNECTION WITH THIS OPERATING AGREEMENT, THE PROGRAMME, OPERATIONAL DOCUMENTATION, THE BLUR SITE, OR THE SERVICE OFFERINGS (DEFINED BELOW), EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF THOSE DAMAGES. FURTHER, OUR AGGREGATE LIABILITY ARISING IN CONNECTION WITH THIS OPERATING AGREEMENT, THE PROGRAMME, THE BLUR SITE, AND THE SERVICE OFFERINGS WILL NOT EXCEED THE TOTAL ADVERTISING FEES PAID OR PAYABLE TO YOU UNDER THIS OPERATING AGREEMENT IN THE TWELVE MONTHS IMMEDIATELY PRECEDING THE DATE ON WHICH THE EVENT GIVING RISE TO THE MOST RECENT CLAIM OF LIABILITY OCCURRED.

NOTHING IN THIS OPERATING AGREEMENT (INCLUDING THE PREVIOUS PARAGRAPH) WILL OPERATE TO EXCLUDE: (I) LIABILITY FOR DEATH OR PERSONAL INJURY ARISING AS A RESULT OF THE NEGLIGENCE OF EITHER PARTY, ITS EMPLOYEES, AGENTS OR AUTHORISED REPRESENTATIVES, (II) EITHER PARTY'S CONTRACTUAL LIABILITY FOR GROSS NEGLIGENCE OR WILFUL MISCONDUCT, OR (III) ANY LIABILITY WHICH MAY NOT BE EXCLUDED OR LIMITED UNDER THE APPLICABLE LAW.

18. Disclaimers

THE PROGRAMME, THE BLUR SITE, ANY PRODUCTS AND SERVICES OFFERED ON THE BLUR SITE, ANY SPECIAL LINKS, LINK FORMATS, OPERATIONAL DOCUMENTATION, CONTENT, BLUR DOMAIN NAMES, OUR AND OUR AFFILIATES' TRADEMARKS, DOMAIN NAMES AND LOGOS (INCLUDING THE BLUR MARKS), AND ALL TECHNOLOGY, SOFTWARE, FUNCTIONS, MATERIALS, DATA, IMAGES, TEXT, AND OTHER INFORMATION AND CONTENT PROVIDED OR USED BY OR ON BEHALF OF US OR OUR

AFFILIATES OR LICENSORS IN CONNECTION WITH THE PROGRAMME (COLLECTIVELY THE "SERVICE OFFERINGS") ARE PROVIDED "AS IS." NEITHER WE NOR ANY OF OUR AFFILIATES OR LICENSORS MAKE ANY REPRESENTATION OR WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE WITH RESPECT TO THE SERVICE OFFERINGS. EXCEPT TO THE EXTENT PROHIBITED BY APPLICABLE LAW, WE AND OUR AFFILIATES AND LICENSORS DISCLAIM ALL WARRANTIES WITH RESPECT TO THE SERVICE OFFERINGS, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, AND QUIET ENJOYMENT, AND ANY WARRANTIES ARISING OUT OF ANY COURSE OF DEALING, PERFORMANCE, OR TRADE USAGE. WE MAY DISCONTINUE ANY SERVICE OFFERING, OR MAY CHANGE THE NATURE, FEATURES, FUNCTIONS, SCOPE, OR OPERATION OF ANY SERVICE OFFERING, AT ANY TIME AND FROM TIME TO TIME. NEITHER WE NOR ANY OF OUR AFFILIATES OR LICENSORS WARRANT THAT THE SERVICE OFFERINGS WILL CONTINUE TO BE PROVIDED, WILL FUNCTION AS DESCRIBED, CONSISTENTLY OR IN ANY PARTICULAR MANNER, OR WILL BE UNINTERRUPTED, ACCURATE, ERROR FREE, OR FREE OF HARMFUL COMPONENTS. NEITHER WE NOR ANY OF OUR AFFILIATES OR LICENSORS WILL BE RESPONSIBLE FOR (A) ANY ERRORS, INACCURACIES, OR SERVICE INTERRUPTIONS, INCLUDING POWER OUTAGES OR SYSTEM FAILURES; OR (B) ANY UNAUTHORIZED ACCESS TO OR ALTERATION OF, OR DELETION, DESTRUCTION, DAMAGE, OR LOSS OF, YOUR SITE OR ANY DATA, IMAGES, TEXT, OR OTHER INFORMATION OR CONTENT. NO ADVICE OR INFORMATION OBTAINED BY YOU FROM US OR FROM ANY OTHER PERSON OR ENTITY OR THROUGH THE PROGRAMME, CONTENT, OPERATIONAL DOCUMENTATION, THE BLUR SITE, OR THE AFFILIATE-PROGRAMME PAGES OF THE BLUR SITE WILL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THIS OPERATING AGREEMENT. FURTHER, NEITHER WE NOR ANY OF OUR AFFILIATES OR LICENSORS WILL BE RESPONSIBLE FOR ANY COMPENSATION, REIMBURSEMENT, OR DAMAGES ARISING IN CONNECTION WITH (X) ANY LOSS OF PROSPECTIVE PROFITS OR REVENUE, ANTICIPATED SALES, GOODWILL, OR OTHER BENEFITS, (Y) ANY INVESTMENTS, EXPENDITURES, OR COMMITMENTS BY YOU IN CONNECTION WITH THIS OPERATING AGREEMENT OR YOUR PARTICIPATION IN THE PROGRAMME, OR (Z) ANY TERMINATION OF THIS OPERATING AGREEMENT OR YOUR PARTICIPATION IN THE PROGRAMME.

19. Disputes

The laws of the UNITED KINGDOM, without regard to principles of conflicts of laws, will govern this Operating Agreement and any dispute of any sort that might arise between you and us. You hereby irrevocably submit to the non-exclusive jurisdiction of the Courts of the judicial district of London. Notwithstanding anything to the contrary in this Operating Agreement, we may seek injunctive or other relief in any state, federal, or national court of competent jurisdiction

for any actual or alleged infringement of our or any other person or entity's intellectual property or proprietary rights. You further acknowledge and agree that our rights in the Content are of a special, unique, extraordinary character, giving them peculiar value, the loss of which cannot be readily estimated or adequately compensated for in monetary damages.

20. Miscellaneous

You acknowledge and agree that we and our affiliates may at any time (directly or indirectly) solicit customer referrals on terms that may differ from those contained in this Operating Agreement or operate sites that are similar to or compete with your site. You may not assign this Operating Agreement, by operation of law or otherwise, without our express prior written approval. We may assign it to any of our Affiliates or another party who undertakes to abide by our covenants and obligations given here. Subject to that restriction, this Operating Agreement will be binding on, inure to the benefit of, and be enforceable against the parties and their respective successors and assigns.

If you are an individual Affiliate, you acknowledge that you have read and that you agree to the terms of our Privacy Notice, which can be found here for the blur Site. Unless you have otherwise notified us in accordance with the procedures described in our Privacy Notice, you hereby authorise us to process any personal data we obtain in connection with this Operating Agreement and the Programme in compliance with applicable law on data protection and in accordance with our Privacy Notice. The information provided in connection with the Programme is used solely by us and our affiliates. However, it may be passed on to our or our affiliates' suppliers and service providers for the direct and associated requirements of the performance of this Operating Agreement.

Our failure to enforce your strict performance of any provision of this Operating Agreement will not constitute a waiver of our right to subsequently enforce this provision or any other provision of this Operating Agreement. In the event of any conflict between this Operating Agreement and the Operational Documentation, this Operating Agreement will prevail.

If you are enrolled to use the Brief App and in the event of any conflict between this Operating Agreement and any other agreement this Operating Agreement will prevail.

Whenever used in this Operating Agreement, the terms "include(s)," "including," "e.g.," and "for example" mean, respectively, "include(s), without limitation," "including, without limitation," "e.g., without limitation," and "for example, without limitation." Any determinations or updates that may be made by us, any actions that may be taken by us, and any approvals that may be given by us under this Operating Agreement, may be made, taken, or given in our sole discretion.

This Operating Agreement is drafted in the English language. Any translations of this Operating Agreement are provided for convenience only and the English language text shall prevail over any such translations.

What do you think?

Trademark Guidelines

These Trademark Guidelines ("**Guidelines**") apply to your use of our and our affiliates' trademarks and logos that we may make available to you from time to time, including as part of any content you obtain from us (those trademarks and logos, collectively, "**blur Marks**"). "**We**," "**us**," or "**our**" means blur ltd or any of its affiliate companies, as the case may be. "**You**" means the person or entity using a blur Mark. Strict compliance with these Guidelines is required at all times, and any use of a blur Mark in violation of these Guidelines will automatically terminate any license related to your use of the blur Marks.

1. Your use of the blur Marks must (i) comply with the most up-to-date version of all agreement(s) with us regarding your use of any of the blur Marks (collectively, "**Agreements**"); (ii) comply with the most up-to-date version of these Guidelines; and (iii) comply with any other terms, conditions, and policies that blur may issue from time to time that apply to the use of the blur Marks. You will not use any blur Mark in any other place, for any other purpose, or in any other manner. For example, you may not use any blur Mark in connection with an offline promotion or in any other offline manner (e.g., in any printed material, mailing, or other document) unless expressly permitted under the Agreements, and then only as expressly permitted.
2. You may not use or display any blur Mark in any manner (i) that implies sponsorship or endorsement by us; (ii) to disparage us, our products, or our services; (iii) that may, as determined by us, diminish or otherwise damage our goodwill in any blur Mark; or (iv) other than as specifically authorized under the Agreements.
3. You may not alter or modify any blur Mark in any manner. You may display a blur Mark only in the exact format in which we provide it to you. No alternate representation or stylization is permitted. For example, you may not change the proportion, color, or font of any blur Mark, or make any additions to or remove any elements from any blur Mark.
4. Each blur Mark must appear by itself, with reasonable spacing between each side of the blur Mark and other visual, graphic or textual elements. Under no circumstance may any blur Mark be placed on any background that interferes with the readability or display of that blur Mark.
5. You must prominently include one of the following statements (as appropriate) on your site:

- *"blur, blur Group and the blur logo are trademarks of blur ltd.";*
 - *"blur Marketing and the blur logo are trademarks of blur ltd.";* or
 - *"blur Designs and the blur logo are trademarks of blur ltd.";* or
 - *"blur Media and the blur logo are trademarks of blur ltd.";* or
 - *"b-uncut and the blur logo are trademarks of blur ltd.";* or
 - *"innovatrs and the blur logo are trademarks of blur ltd.";* or
 - *"blur, blur Group, blur Marketing, blur designs, blur Media, b-uncut, innovatrs and the blur logo are trademarks of blur ltd.";*
 -
1. You acknowledge and agree that all rights in and to the blur Marks are our exclusive property, and any goodwill generated by your use of any blur Mark will inure to our exclusive benefit. You will not take any action that is in conflict with our rights in or ownership of any blur Mark.

We may modify these Guidelines at any time and in our sole discretion by posting a change notice or revised Guidelines on the blurgroup.com site. IF ANY MODIFICATION IS UNACCEPTABLE TO YOU, YOUR ONLY RECOURSE IS TO TERMINATE YOUR USE OF THE BLUR MARKS. YOUR CONTINUED USE OF ANY BLUR MARK FOLLOWING OUR POSTING OF A CHANGE NOTICE OR REVISED GUIDELINES ON THE BLURGROUP.COM SITE WILL CONSTITUTE YOUR BINDING ACCEPTANCE OF THE CHANGE.

We reserve the right, exercisable in its sole discretion, to take appropriate action against any use without permission or any use that does not conform to these Guidelines.

blur Affiliates Programme Linking Requirements

This Associates Programme Linking Requirements page is part of the Operating Agreement that governs your participation in the blur Ltd Affiliates Programme. This page describes general terms applicable to all types of links (including widgets) you may place on your site to send traffic to the blur Sites. It also includes special terms applicable to certain link types that we may make available to you through the Programme. From time to time, we may modify the linking

requirements described on this page or the types of widgets and other links that we make available to you in accordance with the section 15 of the Operating Agreement. All capitalized terms used below that are not defined on this page have the meanings given to them in the Operating Agreement.

General Requirements Applicable to All Code. Code may not be created or modified by you. Code will be made available to you by us. If we inform you that your site does not qualify to use certain types of code, you agree to cease embedding those types of code on your site. We are solely responsible for the content, and style, of the code but placement of the code that you place on your site is your responsibility. You are also responsible for ensuring that Special Links made available to you by us include the appropriate formatting necessary for us to properly track referrals of customers from your site. For example, you must include your Affiliates ID or “tag” (appearing as XXXXX-21, or such other format as we may designate) as a parameter in the URL of each link you place on your site to the blur Sites. You are not allowed to modify anything in the code especially in the URL as then we will not be responsible for tracking the brief submission to your affiliate account.

Codes or links promoting a particular Product must connect directly to the Brief Form on the blur Sites. You may add or delete Brief Forms (and related links) from your site at any time without our approval. However, you may not use links to link to the blur Sites from references to products on your site that are not “Products” as defined in the Operating Agreement. You must ensure that you remove from your site any links and related references to limited time promotions on or before the expiration date of that promotion. You must ensure that no link and no content on your site associated with a link makes inaccurate, overbroad, deceptive or otherwise misleading claims about the applicable Product, the blur Sites, or any of our policies, promotions or prices.

In addition, if you choose to display prices for any Product on your site in any “comparison” format (including through the use of any price-comparison tool or engine) together with prices for the same or similar products offered through any web site or other means other than the blur Sites, you must display both the lowest “new” price and, if we provide it to you, the lowest “used” price at which the Product is available on the blur Sites. You may not otherwise include price information on your site.

blur Affiliates Programme Participation Requirements

This Affiliates Programme Participation Requirements page is part of the Operating Agreement that governs your participation in the blur Ltd Affiliates Programme. This page describes the requirements and restrictions applicable to you as a Programme participant. From time to time, we may modify the participation requirements described on this page in accordance with Section 15 the Operating Agreement. All capitalized terms used below that are not defined on this page have the meanings given to them in the Operating Agreement.

In accordance with Section 4 of the Operating Agreement, you will comply with all requirements and restrictions set forth below.

1. You will ensure that your site is not unsuitable (as described in Section 2 of the Operating Agreement).
2. You will not display or otherwise use our or our affiliates' trademarks or logos (including any blur Mark) except solely as expressly permitted under and in accordance with the Operating Agreement.
3. You will not display or otherwise use any trademark or logo of any third party seller on the blur Site in connection with any Special Link unless you have obtained from us the specific right to do so.
4. You will not remove, obscure, or alter, or make invisible, illegible, or indecipherable to visitors of your site, any "Privacy Information" link or any of our or our networks', creatives' or clients' trademarks or logos (including any blur Mark) that we include in a Special Link.
5. You will use Content solely in accordance with the terms of the Operating Agreement and within the express scope of the license granted in Section 11 of the Operating Agreement. Without limiting the foregoing, you will (a) use Content solely to send end users and sales to the blur Site and will not link any Content to, or in conjunction with any Content direct traffic to, any page of a site other than the blur Site (however, parts of your site that are not closely associated with the Content may contain links to sites other than the blur Site); and (b) link each use of the Content solely to the related Product detail page or other relevant page of the blur Site and not to any other page.
7. You will not add to, delete from, or otherwise alter any Content in any way, including by adding additional information (e.g., you may not insert words into a customer review), except that you may resize Content consisting of a graphic image in a manner that maintains the original proportions of the image or truncate Content consisting of text in a manner that does

not materially alter the meaning of the text or cause the text to become factually incorrect or misleading.

8. You will not sell, resell, redistribute, sublicense, or transfer any Content or any application that uses, incorporates, or displays any Content. For example, you will not use, or enable or facilitate the use of, Content on or within any application, platform, site, or service (including social networking sites) that requires you to sublicense or otherwise give any rights in or to any Content to any other person or entity.

9. You will promptly remove from your site and delete or otherwise destroy any Content that is no longer displayed on the blur Site or that we notify you is no longer available for your use.

10. You will not use any Content, including any name or likeness embodied in that Content, in a manner that implies a person's or company's endorsement or sponsorship of, or commercial tie-in or other association with, any product, service, party, or cause (including by placing unrelated third party materials in close proximity to Content).

11. You will not seek to purchase or register any Proprietary Term for use in any Search Engine ; purchase, register, or otherwise use any Proprietary Term as or in a domain name or subdomain name; or register or use any Proprietary Term as or in any Associates ID or "tag". In addition to any other rights or remedies available to us, upon our request, you will cause any Search Engine designated by us to exclude Proprietary Terms from keywords used to display your advertising content in association with search results (e.g., request exclusion by negative keyword bidding), assuming the Search Engine offers such exclusion capabilities.

12. You will not bid on or purchase keywords, search terms, or other identifiers (including Proprietary Terms) or otherwise participate in keyword auctions on any Search Engine if the resulting paid search advertisement is a Prohibited Paid Search Placement . You may purchase paid search advertisements and submit links to Search Engines to appear in response to a general Internet search query or keyword (i.e., in natural, free, organic, or unpaid search results), so long as you comply with the Operating Agreement and those paid or unpaid search results send users to your site and not directly or indirectly, via a Redirecting Link , to the blur Site.

13. You will not offer any person or entity any consideration or incentive (including any money, rebate, discount, points, donation to charity or other organization, or other benefit) for using Special Links (e.g., by implementing any "rewards" or loyalty programme that incentivizes persons or entities to visit the blur Site via your Special Links).

14. You will not intercept, record, redirect, read, interpret, or fill in the contents of any electronic form or other material submitted to us by any person or entity.

15. You will not request, collect, obtain, store, cache, or otherwise use any account information used by our customers in connection with any blur Site (including any usernames or passwords of blur Site customers).

16. You will not modify, redirect, suppress, or substitute the operation of any button, link, or other feature of the blur Site.

17. You will not make any orders or engage in other transactions of any kind on the blur Site on behalf of any other person or entity, or authorize, assist, or encourage any other person or entity to do so.

18. You will not use Special Links to link to the blur Site from references to items on your site that are not Products.

19. You will not take any action that could reasonably cause any customer confusion as to our relationship with you, or as to the site on which any functions or transactions (e.g., search, browse, or order) are occurring.

20. You will not include on your site, display, or otherwise use Special Links or Content in connection with any spyware, malware, virus, worm, Trojan horse, or other malicious or harmful code, or any software application not expressly and knowingly authorized by users prior to being downloaded or installed on their computer or other electronic device.

21. You will not frame the blur Site, or any part of it, within your site. However, displaying a Special Link on your site in accordance with the Operating Agreement will not be considered framing the blur Site.

22. You will not post or serve any Special Links or other content promoting the blur Site within any pop-up or pop-under windows, transitional page ads or layer ads around or in conjunction with the display of any site that is not your site.

23. You will not include any Special Links in any content that you place on the blur Site (for example, in connection with any advertising service available through the blur Site or in a customer review, forum, listmania, guide, or any other customer-generated context available on

the blur Site).

24. You will not attempt to circumvent the blur Affiliates Programme Advertising Policy or artificially increase your advertising fees (e.g., by intentionally featuring, purchasing, or requesting or encouraging any other person or entity to purchase, low-price items offered on the blur Site (as determined by us) for the purpose of exceeding any advertising fee threshold, or by causing any page of the blur Site to open in a customer's browser other than as a result of the customer clicking on a Special Link on your site).

25. You will not attempt to intercept or redirect (including via software installed on users' computers) traffic from or on, or divert advertising fees from, any site that participates in the Programme.

26. You will not artificially generate clicks or impressions on your site or create Sessions on the blur Site, whether by way of a robot or software program or otherwise.

27. You will not reproduce any customer reviews or star ratings from a blur Site on your site unless you have obtained that customer review or star rating through the Brief Submission Process on the Creative Services Exchange API and you comply with the requirements set forth in the Licence Agreement.

28. You will not display on your site, or otherwise use, any blur Content to advertise or promote any products that are offered on any site which is not a blur Site (e.g., products offered by other exchanges, agencies etc.). You will not display on your site or otherwise use any data, images, text, or other information or content you may obtain from us that relates to Excluded Products.

29. You will not purchase, and you will ensure that no one purchases on your behalf, any Products through Special Links, including Products purchased through Special Links for yourself, friends, relatives or associates (e.g., personal orders, orders for your own use, and orders placed by you for or on behalf of any other person or entity).

Category Schedule

The categories of brief app included in the Affiliate Program are as follows:

Creative (universal) brief app. This is for use by affiliates not wishing to specify a particular specialism and enables clients to brief any creative requirement.

Innovation brief app. This is for use by affiliates who wish to enable their site visitors to brief for innovation partners via the innovatrs site.

Art brief app. This is for use by affiliates who wish to enable their site visitors to brief for original artwork via the b-uncut site.

Design brief app. This is for use by affiliates who wish to enable their site visitors to brief for design work, including but not limited to, design-for-print, digital and mobile applications design, via the blur Designs site.

Marketing brief app. This is for use by affiliates who wish to enable their site visitors to brief for marketing campaigns, including but not limited to Social Media, PR, DM, digital marketing via the blur Marketing site.

Content brief app. This is for use by affiliates who wish to enable their site visitors to brief for writing and copywriting via the blur Media site.

Affiliates need to create individual forms for each brief app that appears on their site with a url specified for each.