

This Affiliate Program Agreement ("**Operating Agreement**") contains the terms and conditions that govern your participation in the Affiliate Program (the "**Program**"). "**We**," "**us**," or "**our**" means Aspiring Minds. "**You**" or "**your**" means the applicant. A "**site**" means a website. "**Your site**" means any site(s) and any software application(s) that you link to the myamcat.com.

BY AGREEING TO BE A PART OF THIS AFFILIATE PROGRAM, YOU AGREE TO THE TERMS AND CONDITION OF THIS OPERATING AGREEMENT, OR BY CONTINUING TO PARTICIPATE IN THE PROGRAM FOLLOWING OUR POSTING OF A CHANGE NOTICE, REVISED OPERATING AGREEMENT, OR REVISED OPERATIONAL DOCUMENTATION ON MYAMCAT.COM SITE, 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 PROGRAM 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) AND THAT YOU ARE AND WILL REMAIN IN COMPLIANCE WITH THIS OPERATING AGREEMENT, INCLUDING AFFILIATE PROGRAM PARTICIPATION REQUIREMENTS. 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 Program

The purpose of the Program is to permit you to advertise AMCAT job posts on your site and to earn advertising fees for Qualifying Leads (defined in Section 5) made by your end users. A "JOB POST" is one that is listed in myamcat.com and fulfilled by AMCAT. In order to facilitate your advertisement of jobs, we may make available to you data, images, text, link formats, widgets, links, and other linking tools, and other information in connection with the Program ("Content"). Content specifically excludes any data, images, text, or other information or content relating to products offered on any site other than MYAMCAT.COM Site.

2. Links on Your Site

After you participate in the affiliate program, you may display Special Links on your site. "**Special Links**" are links to myamcat.com that you place on your site in accordance with this Operating Agreement, that properly utilize the special "**tagged**" link formats we provide, and that comply with the Affiliate Program Linking Requirements. Special Links permit accurate tracking, reporting, and accrual of advertising fees.

You may earn advertising fees only as described in Section 5 and only with respect to activity on myamcat.com occurring directly through Special Links. We will have no obligation to pay you advertising fees if you fail to properly format the links on your site to myamcat.com 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.

3. Program Requirements

By participating in the Program, you agree that you will comply with the [Affiliate Program Participation Requirements](#) and all pages, schedules, policies, guidelines, and other documents and materials referenced in this Operating Agreement (collectively, "Operational Documentation").

You will provide us with any information that we request to verify your compliance with this Operating Agreement or any Operational Documentation. If we determine that you have not complied with any requirement or restriction described on the Affiliate Program Participation Requirements page or any other Operational Documentation 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 Program 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 in accordance with myamcat.com privacy notice; and
- monitoring, crawling, and otherwise investigating your site to verify compliance with this Operating Agreement and the Operational Documentation.

4. 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 the Operational Documentation 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);
- using the Content, your site, and the materials on or within your site in a manner that is not harmful, harassing, blasphemous, defamatory, obscene, pornographic, pedophilic, libelous or otherwise in any manner whatsoever;
- 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 MYAMCAT.COM 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 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 this Section 5; (c) your use of any Content, whether or not such use is authorized by or violates this Operating Agreement, any Operational Documentation, or applicable law; (d) your violation of any term or condition of this Operating Agreement or any Operational Documentation; or (e) your or your employees' negligence or willful misconduct.

5. Affiliate Fees

We will pay you affiliate fees on Qualifying Leads in accordance with Section 6. Subject to the exclusions set forth below, a "**Qualifying Lead**" occurs when (a) a user clicks through a Special Link on your site to myamcat.com; (b) during a single Session registers his/her information on the site.

A "**Session**" begins when a customer clicks through a Special Link on your site to the myamcat.com and ends upon the first to occur of the following: (x) 24 hours elapses from that click; (y) the customer places an order for a Product; or (z) the customer follows a Special Link to myamcat.com that is not your Special Link.

Qualifying Leads exclude, and we will not pay advertising fees on any of, the following:

- any lead that, coming from a special link that has expired on myamcat.com
- any lead that is not correctly tracked or reported because the links from your site to myamcat.com are not properly formatted;
- any lead that is referred to myamcat.com through any of the following:
 - a Prohibited Paid Search Placement; or
 - a link to myamcat.com, 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. "**Redirecting Link**" means a link that sends users indirectly to MYAMCAT.COM 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.

6. Advertising Fee Payment

We will pay you advertising fees on a monthly basis for Qualifying leads generated, in a given month, subject to any applicable withholding or deduction described below. We will pay you approximately 60 days following the end of each calendar month.

The advertising fee payable to you is exclusive of all taxes including service tax or other tax or levy that you may be required to remit in connection with such services. If required by applicable tax law, we may deduct or withhold income taxes from the advertising fees payable to you. If we deduct or withhold income taxes from advertising fees payable to you, we will issue to you the relevant withholding tax certificate evidencing deposit of the taxes with the relevant regulatory authorities. If you provide us with a nil or reduced withholding tax certificate, we will apply such nil or reduced tax rate as the applicable withholding tax rate on advertising fees payable to you. You hereby agree that you will not pursue any claim against Aspiring Minds or any of its affiliates, and hereby waive all such claims you may now or in the future have, in respect of any income taxes Aspiring Minds deposits with a relevant taxing authority pursuant to the this Operating Agreement.

7. Policies and Pricing

Users who register through this Program are customers of myamcat.com with respect to all activities they undertake in connection with myamcat.com. Accordingly, as between you and us, all pricing, terms of sale, rules, policies, and operating procedures concerning customer orders, customer service, and product sales set forth on the Site will apply to those users, and the same may be changed at any time.

8. 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 Program. 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.

9. Limited License

Subject to the terms of this Operating Agreement and solely for the limited purposes of advertising Products on, and directing end users to, myamcat.com in connection with the Program, we hereby grant you a limited, revocable, non-transferable, non-sub licensable, non-exclusive, royalty-free license to (a) copy and display the Content solely on your site; (b) copy and display only that content which has been approved to be posted and (c) use only those of our trademarks and logos that we may make available to you as part of Content solely on your site and in accordance with the Affiliate Program Trademark Guidelines.

The license set forth in this Section will immediately and automatically terminate if at any time you do not timely comply with any obligation under this Operating Agreement or any Operational Documentation, or otherwise upon termination of this Operating Agreement. In addition, we may terminate the license set forth in this Section 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 and myamcat.com proprietary content and trademarks with respect to which the license set forth in this Section is terminated or as we may otherwise request from time to time.

10. Reservation of Rights; Submissions

Other than the limited licenses expressly set forth in Section 9, 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 Program, 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, and any other intellectual property and technology that we provide or use in connection with the Program. 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 Program, 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 license 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 license 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.

11. Compliance with Laws

In connection with your participation in the Program you will comply with all applicable laws including but not limited to ordinances, rules, regulations, orders, licenses, permits, judgments, decisions, and other requirements of any governmental authority that has jurisdiction over you.

12. Term and Termination

The term of this Operating Agreement will begin upon our mutual agreement and will end when terminated by either you or us. Either you or we may terminate this Operating Agreement at any time, with or without cause, by giving the other party written notice of termination. Upon any termination of this Operating Agreement, any and all licenses you have with respect to Content will automatically terminate and you will immediately stop

using the Content and myamcat.com's reference and promptly remove from your site and delete or otherwise destroy all links to myamcat.com, all AMCAT trademarks, 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 Program. 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 rights and obligations of the parties will be extinguished. 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.

13. Modification

We may modify any of the terms and conditions contained in this Operating Agreement (and any Operational Documentation) at any time and in our sole discretion by posting a change notice, revised agreement, or revised Operational Documentation on myamcat.com or by sending notice of such modification to you by email to the email address then-currently associated with your Associates account (any such change by email will be effective on the date specified in such email and will in no event be less than two business days after the date the email is sent). Modifications may include, for example, changes to the Affiliate Program Participation Requirements, payment procedures, and other Program requirements. If any modification is unacceptable to you, your only recourse is to terminate this operating agreement. Your continued participation in the program following the effective date of any modification (e.g., the date of our posting of a change notice, revised operating agreement, or revised operational documentation on myamcat.com or the date specified in any email to you regarding such modification) will constitute your binding acceptance of the change.

14. Relationship of Parties

You and we are independent contractors, and nothing in this Operating Agreement or the Operational Documentation 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.

15. 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 PROGRAM, OPERATIONAL DOCUMENTATION, MYAMCAT.COM 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 PROGRAM, MYAMCAT.COM 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.

16. Disclaimers

THE PROGRAM, THE MYAMCAT.COM SITE, ANY PRODUCTS AND SERVICES OFFERED ON THE MYAMCAT.COM SITE, ANY SPECIAL LINKS, LINK FORMATS, OPERATIONAL DOCUMENTATION, CONTENT, MYAMCAT.COM DOMAIN NAME AND OUR AFFILIATES' TRADEMARKS AND LOGOS (INCLUDING MYAMCAT.COM 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 PROGRAM (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 IN OUR SOLE DISCRETION. 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 PROGRAM, CONTENT, OPERATIONAL DOCUMENTATION, MYAMCAT.COM SITE, OR THE AFFILIATE-PROGRAM 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 PROGRAM, OR (Z) ANY TERMINATION OF THIS OPERATING AGREEMENT OR YOUR PARTICIPATION IN THE PROGRAM.