



## Simply Wall St Affiliate Marketing Program Operating Agreement

This Affiliate Marketing Program Operating Agreement ("**Operating Agreement**") contains the terms and conditions that govern your participation in the Simply Wall St (SWS) Affiliate Marketing Program (the "**Program**"). "**We**," "**us**," "**SWS**", or "**our**" means Simply Wall Street Pty Ltd (ACN 600 056 611) or any of its affiliated companies. "**You**" or "**your**" means the applicant. A "**site**" means a website. "**Our Site**" means the simplywallst, simplywallst.com, simplywallst.co, or another of our site(s) and or software application(s) as applicable. "**Your site**" means any site(s) [either own wholly or where your content is displayed] and any software application(s) that you link to Our Site.

BY APPLYING FOR THIS PROGRAM YOU AGREE TO THE TERMS AND CONDITIONS OF THIS OPERATING AGREEMENT, OR BY CONTINUING TO PARTICIPATE IN THE PROGRAM FOLLOWING OUR POSTING OF A CHANGE NOTICE OR REVISED OPERATING AGREEMENT ON THIS WEBSITE OR ITS REPLACEMENT, 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 AND THAT YOU ARE AND WILL REMAIN IN COMPLIANCE WITH THIS OPERATING AGREEMENT. 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 Simply Wall St Affiliate Program provides your investment or finance related website, or content, with visual graphics and data on listed companies. Furthermore the ability (if desired) to earn commission for each paid subscriber to our service.

The affiliate member also enjoys the benefit of a free premium subscription to the SWS platform.

The purpose of the program is to assist you in improving your content, while raising the profile of Simply Wall St and providing you the opportunity to generate revenue from your users

The applicable commissions will be advised to you on approval of your membership to the program.

### 2. CONTENT/ADVERTISING

We will provide the following types of content to you to assist in your content generation activities. We also provide material if you wish to participate in the referral portion of the program. The use of all program content is optional at your sole discretion.

- Exported images of the graphics on our site for any company.
- Banner ads for use on your site
- Widgets/APIs that can be imbedded on your site (such as our Snowflake API).

For those participating in the revenue element of the program, the medium provided will include tracking links to ensure that you (or your company) receives full credit for all revenue generated by your efforts. You are responsible to ensure that by participating in the revenue element of the program you are not violating rules or guidelines of the platform you are publishing your content on. Should such a violation occur, users referred to us from the platform will not be accounted for under our affiliate program.

Simply Wall St cannot approve or endorse any custom-developed materials or advertising, and you agree that you will indemnify Simply Wall St against any and all claims for damages resulting from materials developed by you for use in conjunction with this program or for modifications made by you to materials we have provided.

### 3. TERMS

- SWS will pay you a commission for any user you refer that subscribes to one of our paid plans. The commission will be for a 12 month period only, ie if that user continues their annual subscription for a 2<sup>nd</sup> year no commission will be applicable,
- Payments on commissions that have been accrued will be paid on a quarterly basis, and the total must exceed \$100 otherwise the amount will roll into the next quarter. Affiliate members can see a report of their activity and commissions earned on their personal dashboard that will be provided once their membership has been approved.
- Any of our graphics used must be those supplied through our 'Tools for Bloggers' section or the export function on the site. Namely watermarked with "Powered by Simply Wall St".
- Graphics may not be used that don't link back to SWS.
- It is our responsibility to track sales accurately. All links provided by us result in your users, upon clicking on the link, to be tracked via browser cookie or similar method. Cookies last for 3 months.
- It is the responsibility of the affiliate to use the correct content and tracking links, as provided by us. Failure to do so may result in lost payments on sales associated with the erroneous tracking link.
- The affiliate member will not infer in any way that the use of the SWS platform will guarantee better returns for the investor. Furthermore our material must not be used in content that makes unsubstantiated claims around investing.
- Commissions and payments will be in USD.
- Payment will be via Paypal, or depending on amount direct transfer.
- SWS adhere to international sanctions and anti-money laundering regulations. As a result, you may be unable to participate in the revenue element of the affiliate program if you are located in a country currently subjected to sanctions.

### 4. IDENTIFYING YOURSELF AS AN AFFILIATE

You will not misrepresent or embellish the relationship between us and you, 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. However, where required by law in your jurisdiction, you will identify your relationship with our affiliate program.

### 5. 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, our site 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(s); and (b) use only those of our trademarks

and logos that we may make available to you as part of Content solely on your site. The license set 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 in whole or in part upon written notice to you. You will promptly remove from your site all marks with respect to the license.

## 6. COMPLIANCE WITH LAWS

In connection with your participation in the Program you will comply with all applicable laws, ordinances, rules, regulations, orders, licenses, permits, judgments, decisions, and other requirements of any governmental authority that has jurisdiction over you, including laws (federal, state, or otherwise) that govern marketing email (e.g., the CAN-SPAM Act of 2003).

## 7. TERM AND TERMINATION

The term of this Operating Agreement will begin upon our acceptance of your Program application 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. We may withhold accrued unpaid commissions for a reasonable period of time following termination to ensure that the correct amount is paid. Upon any termination of this Operating Agreement, all rights and obligations of the parties will be extinguished, except that the rights and obligations of the parties under Sections 5, 6, 7, 8, 9, and 10 together with any accrued but unpaid payment obligations of us under this Operating Agreement, will survive the termination of this Operating Agreement. Your free premium subscription will also be terminated. 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.

## 8. 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 our site or by sending notice of such modification to you by email. Modifications may include, for example, changes to the commission schedule, 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 OR THE DATE SPECIFIED IN ANY EMAIL TO YOU REGARDING SUCH MODIFICATION) WILL CONSTITUTE YOUR BINDING ACCEPTANCE OF THE CHANGE.

## 9. 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.

## 10. 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, OUR 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, OUR 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.