

This Affiliate Agreement (“Agreement”) between us (“Lightspeed”) and you (“Affiliate”) reads as follows:

1. **Application:** To become a Lightspeed Affiliate, you must complete all of the following steps: (1) create a Lightspeed User account at www.lightspeedaviation.com; (2) submit an Affiliate Application Form at www.lightspeedaviation.com/affiliate; and (3) upon our request, send us all requested documents (e.g., tax ID information). Afterwards, we will notify you via email of our approval or rejection of your application.
2. **Commission:** As a Lightspeed Affiliate, you may sell certain Lightspeed products (as we select) and receive a commission equal to 10% of the purchase price for each product sold (as calculated by us). The calculation of the purchase price excludes all customs duties and charges, all sales and use taxes, all freight and other transportation charges, all handling and delivery fees, and all other taxes, costs, and expenses. Only products on our approved product list are eligible for Affiliate sales and commissions. Affiliate URL cookies are valid for 30 days. Your purchase of products for your personal use will not be eligible for any commission, and no commission will be paid for any returned product.
3. **Relationship:** As a Lightspeed Affiliate, you are an independent contractor and you are not a Lightspeed agent or employee. This Agreement creates no partnership and no joint venture. You may not create any contract or assume or accept any obligation or liability on behalf of Lightspeed. You are not responsible for handling product returns or replacements or warranty matters.
4. **Termination:** The term of your role as a Lightspeed Affiliate (“Term”) will continue only for so long as you remain in good standing with Lightspeed’s Affiliate Program, as we may, in our sole discretion, determine at any time and from time to time; and, your good standing may, in part, be based on consistent monthly sales traffic (e.g., 1 headset/month). At any time (1) either party may terminate the Term without cause by sending a notice to the other party at least thirty (30) days before the termination date stated in the notice, and (2) if any party fails to perform any obligation (e.g., you fail to remain in good standing) or otherwise breaches this Agreement, then the other party may immediately terminate the Term. A termination of the Term results in the automatic termination of all commissions payable to you, and it does not terminate your obligations that protect us, which are hereby deemed to continue thereafter until the 2nd anniversary of the termination of the Term.
5. **Assignment:** You may not assign or otherwise transfer this Agreement or any of your obligations hereunder. We may assign this Agreement at any time in our sole discretion.
6. **Affiliate:** Affiliate must (1) offer for sale Lightspeed products to Affiliate’s customers and followers, (2) remain active as a Lightspeed Affiliate, including by maintaining consistent website traffic views and by selling at least 1 Lightspeed headset every month, (3) actively participate in training for Lightspeed products, (4) notify Affiliate’s customers and followers of Lightspeed’s promotional offers, and (5) comply with all applicable laws and all of Lightspeed policies (including those mentioned below).
7. **Lightspeed:** Lightspeed will provide quality products. Lightspeed may provide appropriate technical assistance, sales information, and promotional materials.
8. **Modifications:** At any time and from time to time, we may (in our sole discretion and without notice or obligation) redesign, change, or otherwise modify any product or part thereof.
9. **Prices:** Prices are set by Lightspeed. At any time and from time to time, we may (in our sole discretion and without notice or obligation) revise any price and provide applicable coupon codes.
10. **Orders:** Lightspeed may, in its sole discretion, accept or reject any order and cancel any related payment that may otherwise be owed to Affiliate. The sale of all products are subject to Lightspeed’s sales terms.
11. **Payment:** All sales completed via Affiliate’s link to our website will, upon our approval and receipt of payment, result in commission payments that will be made once per month via PayPal. Approved or rejected payments may be accessed via the applicable dashboard.
12. **Non Disparagement:** Until the 2nd anniversary of the termination of the Term, you must not (in any manner) directly or indirectly disparage Lightspeed or its business or any of its products, staff, or affiliates.
13. **Confidential information:** “Confidential Information” means and includes this Agreement, Lightspeed’s

Affiliate Program and policies, all information that is marked, designated, or treated by us as confidential or secret, and all of Lightspeed's trade secrets, confidential information, proprietary information, and other commercially valuable information. For so long as you have access to or knowledge of any Confidential Information: (1) you must protect all Confidential Information from any disclosure to or use by any third party, by using at least the same degree of care, but not less than a reasonable degree of care, as you use to protect your own secrets from any unauthorized disclosure to or use by a third party; (2) all Confidential Information is Lightspeed's exclusive property and may be used by you only for Lightspeed's benefit; and (iii) on request by us, you must promptly destroy or return to us all Confidential Information in your possession or under your control, including all materials incorporating or disclosing any Confidential Information. You are liable for all damages resulting from any breach of this Agreement by you or your agents or by any unauthorized person who receives access, directly or indirectly, to any Confidential Information via you or your agents. You must notify us immediately upon discovering any unauthorized disclosure or use of any Confidential Information and you must cooperate with us in every reasonable way to help us regain possession of the Confidential Information and prevent any further unauthorized disclosure or use.

14. **Trademarks:** As a Lightspeed Affiliate, you may use Lightspeed's trademarks only in connection with your participation in Lightspeed's Affiliate Program. Lightspeed retains full ownership to its trademarks.
15. **Specific Performance:** Each party's duties and obligations under this Agreement are unique. If any party breaches this Agreement, it would be impracticable to measure the resulting damages and it may not be possible to compensate adequately the nonbreaching party by monetary damages. Without prejudice to any party's right to seek and recover monetary damages, for every breach of this Agreement the nonbreaching party is entitled to specific performance, including the immediate issuance of a temporary restraining order or preliminary injunction to enforce this Agreement, and to all other available remedies, and each party waives the defense that a damages remedy would be adequate.
16. **Exhibits:** All of the following exhibits to this Agreement are hereby incorporated herein by this reference: (1) Exhibit A (Code of Ethics); (2) Exhibit B (Brand Management); (3) Exhibit C (MSRP); (4) Exhibit D (Exclusivity).
17. **General:** This Agreement contains the complete, final, and exclusive integrated agreement between the parties with respect to the subject matter hereof and supersedes all other agreements relating thereto. An amendment to this Agreement must be written and signed by every party. Any waiver of a provision of this Agreement must be in writing signed by the party making the waiver. For every dispute regarding this Agreement, the prevailing party is entitled to its costs, expenses, and reasonable attorney fees' (whether incurred at trial, on appeal, or otherwise) incurred in resolving or settling the dispute, in addition to all other damages or awards to which that party may be entitled. This Agreement is governed by, and must be construed and enforced in accordance with, the laws of the State of Oregon, excluding principles of conflict of law. For all disputes relating hereto, each party consents to the jurisdiction of the courts of the State of Oregon and agrees that those courts have personal jurisdiction over each party. Venue for all disputes must be in Multnomah County, Oregon. This Agreement has been drafted jointly by the parties and must be construed in accordance with the fair meaning hereof. The headings do not affect the interpretation of this Agreement. Plural terms refer to all members of the relevant class, and singular terms refer to any one or more members of the relevant class. "Or" is not exclusive in its meaning. "Herein," "hereof," and similar terms refer to this Agreement as a whole and not merely to the specific paragraph or clause where they appear. "Including" means "including, but not limited to." Time is of the essence with respect to the full performance by each party of its duties and obligations arising hereunder. No waiver of any provision hereof is a waiver of any other provision or breach. All rights and remedies are cumulative and nonexclusive. This Agreement may be executed in counterparts, and electronic signatures are acceptable and legally binding. This Agreement inures to the benefit of Lightspeed and its successors, assigns, and affiliates, all of whom are third party beneficiaries of this Agreement.