

BY APPLYING FOR THE HOME DEPOT PROGRAM AND CLICKING ON THE ACCEPT" ICON BUTTON YOU ARE SIGNIFYING YOUR AGREEMENT TO BE PRESENTLY BOUND BY THE TERMS OF THIS AGREEMENT TO THE SAME EXTENT AS IF YOU HAD PERSONALLY SIGNED THIS AGREEMENT.

Home Depot Creators Program Special Terms and Conditions for Impact

1. Overview.

These Home Depot Creators Program Special Terms and Conditions for Impact (the "Agreement") are entered into between HOME DEPOT SOLUTIONS LLC. ("Home Depot") and the approved party participating in Impact and operating its own website(s) and/or subscription email service(s) ("Creator").

A. Home Depot operates the www.homedepot.com origination website ("Home Depot Website"). As part of the Home Depot Website, Home Depot offers The Home Depot Creator Program ("Program"), through which Creator is granted a limited, nonexclusive right to: (i) advertise and promote Home Depot goods and services and the Home Depot Website in a manner in compliance with this Agreement and the Creator Service Agreement between Creator and Impact ("Partner User Agreement"), (ii) post or circulate an approved graphical or textual internet hyper-link ("Qualifying Link") to the Home Depot Website, and (iii) direct visitors to the website (the specific URL) designated by Home Depot ("Destination Site"). Both Home Depot and Creator are parties to agreements with Impact and are participants in the Impact (the "Impact Program"). This Agreement provides terms and conditions applicable to Creator's membership in the Program that are in addition to or modify any terms and conditions to which Creator has agreed pursuant to the Partner User Agreement. Any capitalized term herein that is not defined shall have the same meaning as in the Partner User Agreement.

B. Creators are offered the opportunity to earn a commission for referring web surfers to the Creator's website or social media post (i) who click-on a Home Depot advertisement or graphic posted on the Creator's website or social media post which operates as a textual/graphical Qualifying Link to a Destination Site, and (ii) who completes the Transaction required under the Program on such Destination Site. The commission rate may be changed from time to time by Home Depot by posting and/or notifying Creator of a different commission rate or on Creator's individual Insertion Order ("IO"). Payment for this money-making opportunity shall be made by Home Depot through Impact in accordance with the terms of the Impact Program. No long-term commitment is required. All gift card, installation services, custom created products, delivery fees, product protection plans, select special orders and in-store purchases are not eligible for commissions.

C. Valid transactions as defined as 1 transaction (Order ID) driven through 1 click (Click ID). In any circumstance where additional transactions are driven through 1 click, a maximum of 2 actions will be paid out per click. Any orders over the cap will be considered invalid and will not receive commission.

D. For avoidance of doubt, if in any circumstance multiple Order IDs are associated with the same (1) Click ID, only the first (2) Order IDs reported will be commissioned upon.

2. Approval.

A. Participation in the Program is subject to Home Depot's approval (in Home Depot's sole and absolute discretion). Prospective Creators must first submit an application to Home Depot through Impact in order to become an "approved" Creator eligible to post Qualifying Links to the Home Depot Website and earn commissions. After the application has been submitted, Home Depot will notify the prospective Creator through Impact in writing (by e-mail or otherwise) whether the Creator has been approved to participate in the Program (in Home Depot's sole and absolute discretion). Creator is not authorized to post Qualifying Links to the Home Depot Website for any Creator website that has not been approved in advance by Home Depot (in Home Depot's sole and absolute discretion).

B. If approved, the Creator must acknowledge its acceptance of this Agreement by clicking-through the acceptance button on this Platform, indicating the Creator's acceptance of all terms and conditions of this Agreement. This Agreement shall apply only to approved Creators who accept these Home Depot Creator Program Terms and Conditions pursuant to the foregoing. Only Creators who accept this Agreement may participate in the Program.

C. Other than the payment of the commission, Creator shall have no claims to any additional compensation, commissions or business derived by or through a Destination Site.

D. Participation in the Program does not constitute an employment, broker or agency relationship between Creator and Home Depot nor does it create any partnership, joint venture, franchise, or sales representative relationship between the parties.

E. Employees of Home Depot or its affiliates are prohibited from using Home Depot's contacts, customers, data, or platforms to promote Home Depot through the employee affiliate account while performing any work for Home Depot during hours of employment.

3. Authorization to Qualifying Link to The Home Depot Website.

A. Notwithstanding Section 3 of the Partner User Agreement entitled, "Intellectual Property", Creator agrees that it is licensed a revocable, non-transferable, royalty free, international sublicense to display and link to the Home Depot Website, and all trademarks, service marks, tradenames, and/or copyrighted material ("Content"). Home Depot authorizes Creator to display Qualifying Links and to link to Destination Sites. Unless otherwise agreed by Home Depot in writing, notwithstanding anything to the contrary herein, the authority granted by Home Depot to Creator hereunder will not constitute a license. Creator may not distribute, license or otherwise use Home Depot's Qualifying Links (and/or Content) unless authorized through Home Depot's Information Page or by Home Depot's written permission.

B. Creator shall not otherwise copy nor modify, in any way, any icons, buttons, banners, graphics files, or Content that Home Depot has made available through the Network Service pursuant to the foregoing arrangement. Creator may not remove or alter any copyright or trademark notices. If Creator is licensed Content by Home Depot, then such license is subject to the preceding conditions.

C. You agree that Section 3 of your Partner User Agreement entitled, "Term and Termination", does not apply to this Agreement and your participation in the Program. Instead, Creator agrees that Home Depot may terminate any authority to display or distribute Content and/or Qualifying Links, as well as any sublicense and/or license, under this Agreement, immediately upon written notice to the authorized party/sublicensee/licensee if Home Depot has concerns that the authorized party/sublicensee/licensee is diluting, tarnishing or blurring the value of Home Depot's trademarks, service marks, and/or tradenames, and/or breach of Home Depot's other intellectual property rights.

D. Creator may not generate or send any email messages using or containing Home Depot's name or logo, or any variation thereof, or its related companies' names or logos, or any variation thereof, or any of Home Depot's trademarks or products, without first obtaining in advance Home Depot's express written permission (electronic mail acceptable).

E. Creator may not bid on Home Depot's trademark or any variation thereof in conjunction with search keyword programs. When promoting Home Depot via external paid search engines, which may include, but are not limited to, entities such as Google and Overture, the following guidelines must be followed: (i) Creator must not give the impression that Creator is, or represents, Home Depot, through use of phrases such as 'Official Site'; (ii) Creator may not bid on Home Depot's trademark or any variation thereof in conjunction with search keyword programs. (iii) Creator must not target the brand names of any entities that are direct competitors of Home Depot, or otherwise engage in marketing practices that are illegal or violate the rights of any third party; and (iv) Creator must ensure that all copy used for search and keyword purposes is appropriate and 100% accurate and does not contain any claims that could be construed to be false or misleading. (v) Creator must identify itself as an "Affiliate" in all search keyword listings as well as organic search results. Creator agrees that, following notice from Home Depot, you will promptly remove any search listing containing copy and/or creative components that Home Depot, in its sole and absolute discretion, deems inappropriate for any reason.

F. If at any time Creator is involved in a situation which subjects Creator to public scandal, disrepute, widespread contempt, public ridicule or is deemed by members of the general public or Home Depot to embarrass, offend, insult, or denigrate groups or individuals, or that will tend to shock, insult or offend the community or public morals or decency, Home Depot will have the right, in Home Depot's sole and absolute discretion, to take any action Home Depot deems appropriate, including, but not limited to, terminating Creator's participation in the Program or termination of this Agreement.

G. Creator agrees not to use, register or seek to register any trademark, service mark or domain name that contains the words "homedepot.com", "Home Depot", "The Home

Depot", "hd.com", "thd.com", or any variations, or misspellings of them, or anything that is in any way confusingly similar to "The Home Depot". If Creator does, Creator agrees to transfer the registrations, at Creator's expense, to Home Depot at Home Depot's request and to cooperate by providing any information, signing any documents and providing appropriate authorizations necessary to accomplish the transfer.

H. Creator may not wrap or frame the Home Depot Website in any manner or in any way copy or resemble the look and feel of the Home Depot Website, nor will the Creator create the impression that the Creator site is the Home Depot Website or is a part of the Home Depot Website.

I. If Creator's website donates any portion of its referral fees to any school, foundation or other charitable organization, Creator may not state or imply that Home Depot endorses such activities or is responsible in any way for the inclusion and donation of funds to any of the schools, foundations or charities associated with Creator's website without Home Depot's prior written approval, which approval may be withheld in Home Depot's sole and absolute discretion.

J. Creator may not use Home Depot's domain name (homedepot.com), or any variation thereof, in Creator's domain name or any other part of Creator's Universal Record Locator (URL) without Home Depot's prior written approval, which approval may be withheld in Home Depot's sole and absolute discretion.

K. Home Depot does not allow websites that provide a portion of their commission or Creator benefits to websites or organizations that violate any of the Prohibited Content.

L. Creator agrees that it will not issue any press release or make any other similar public announcement that in any way makes any reference to Home Depot without Home Depot's prior written approval, which approval may be withheld in Home Depot's sole and absolute discretion.

M. Creator may not use any toolbar or browser extension functionality without Home Depot's prior written approval, which approval may be withheld in Home Depot's sole and absolute discretion.

1. For clarity, Creator will not use, nor will Creator's website contain software or use technology that attempts to intercept, divert or redirect Internet traffic to or from any other website, or that potentially enables the diversion of commissions from another affiliate (including, without limitation, toolbars, browser plug-ins, extensions or add-ons).

2. Any toolbar that is admitted into the Program with prior written approval that places a Creator cookie on a user's device without an affirmative click by the user is forbidden. "Affirmative click" means that a customer has to click on the toolbar and engage with it for an affiliate tracking cookie to be set, regardless of the source of traffic.

N. Creator shall be solely responsible for all aspects of Creator email marketing campaigns, push notifications and other communications, including, without limitation, managing and sending the emails, push notifications or other communications and

ensuring that the emails, push notifications or other communications comply with all applicable law. All emails, push notifications or other communications must be sent by Creator and may not state, imply or otherwise give the appearance that the email, push notification or other communication is being sent by or on behalf of Home Depot.

O. Creator may not use any Display Marketing functionality to drive transactions through their affiliate links without Home Depot's prior written approval, which approval may be withheld in Home Depot's sole and absolute discretion.

P. Sub-Affiliate Networks: Creator may act as a sub-affiliate network, provided however that Creator provides Home Depot complete and accurate information in advance, with regard to where traffic from Creator's sub-affiliates originated.

1. Sub-Affiliate Networks must ensure that all sub-affiliates promoting the Program adhere to all terms and conditions of this Agreement, including, without limitation, restrictions on advertising through toolbars, browser extensions, and through any paid placements such as pay-per-click campaigns.
2. Prior to allowing any type of coupon, deal, or loyalty/rewards sub-affiliate to promote the Program, Sub-Affiliate Networks must receive prior written approval from Home Depot, which approval may be withheld in Home Depot's sole and absolute discretion.
3. Sub-Affiliate Networks shall be fully responsible to the extent that any such subaffiliate does not adhere to or comply with this Agreement.
4. Sub-Affiliate Networks, content monetization platforms, and/or third party networks as classified by Home Depot shall not engage in any solicitation, recruitment, or other activities with prospective or current Home Depot affiliates by offering or exhibiting payout rates greater than those stated by Home Depot.
5. Sub-Affiliate Networks shall provide Home Depot with complete and accurate information in advance regarding joined sub-affiliates working with Home Depot. If a Sub-Affiliate Network does not comply with the foregoing, such Sub-Affiliate Network may be removed from the Program, in The Home Depot's sole and absolute discretion.
6. Sub-Affiliate Networks are prohibited from working within other Sub-Affiliate Networks while promoting The Home Depot. Sub-Affiliate Networks found to be using tracking links to promote The Home Depot under an existing Sub-Affiliate Network will be removed as a partner and result in reversal of all pending commissions.

Q. Promotion Codes, Coupons And Special Offers

1. Promotion Code Source. You are only allowed to use The Home Depot promotion codes that are communicated specifically to you via the Network (Impact) on behalf of The Home Depot. If you use promotion codes from other sources (e.g., The Home Depot e-mails or other partner or non-partner communications), The Home Depot reserves the right to recover commissions resulting from the use of those non-approved codes.

2. Offer Visibility. Coupons must be displayed in their entirety with the full offer, offer exclusions or disclaimer text, valid expiration date and code.

R. Disclosure of Sponsorship: Affiliate Materials must comply with all applicable law concerning sponsored content. Affiliates must include a disclosure statement within any and all Affiliate Materials (including, without limitation, all pages, blog posts, social media posts or emails) where Qualifying Links or Offer Codes are posted as an endorsement or review, and where it is not clear that such Qualifying Link or Offer Code is a paid advertisement. Such statements should be clear and concise and inform readers that you are being compensated for your review or endorsement. If you receive product for free, you must also clearly state this in your disclosure. Disclosures: (a) must be made at the beginning of, and in close proximity to, the claims and may not appear solely in a "Terms of Use", "Legal", "About Us" or other separate page on an Affiliate Site; (b) should be placed above the fold and should not require scrolling to be read; and (c) should be made in the same medium as the endorsement or review (e.g. video, text). Pop-up, hover state and button disclosures are not permitted. These disclosure guidelines apply to social media platforms even where space is restricted (e.g., tweets).

4. Term and Termination.

A. The term of this Agreement shall be continuous, unless and until either party properly terminates this Agreement, in accordance with the following: (i) Home Depot shall provide Creator with three (3) days notice, unless otherwise stated in this Agreement; and (ii) Creator shall use the automated system within the Impact to remove itself from the Program.

B. Notwithstanding anything to the contrary contained herein, this Agreement may be terminated immediately by Home Depot in the event that Creator: (i) operates an illegal business through its website and/or subscription e-mail list; (ii) engages in any illegal activity of any type, including but not limited to displaying illegal content on its website and/or in its subscription e-mails or offering any illegal goods or services through its website and/or subscription e-mails; (iii) its website or e-mail Qualifying Link to its websites contain or promote, any content which Home Depot, in its sole and absolute discretion, believes is misleading, abusive, violent, bigoted, hate-oriented, or pornographic; (iv) engages in indiscriminate or unsolicited commercial advertising e-mails; (v) places Qualifying Links to a Destination Site in newsgroups, message boards, unsolicited e-mail and other types of spam, banner networks, counters, chatrooms, guestbooks, IRC channels or through similar Internet resources; (vi) causes or enables Qualifying Links to a Destination Site which are not made in good faith, including, but not limited to, by means of any device, program, robot, Iframes, hidden frames, JavaScript popup windows and redirects; (vii) establishes or causes to be established any promotion that provides any rewards, points or compensation for Qualified Leads, or that allows third parties to place Qualifying Links to a

Destination Site without Home Depot's prior written permission; (viii) breaches the licensing provisions of this Agreement; (ix) breaches any other intellectual property right, provision of this Agreement, or other of common law intellectual property rights of Home Depot; and/or (x) dilutes, blurs or tarnishes the value of Home Depot's Marks.

C. For purposes of notification of termination by Home Depot, delivery via email is considered a written and immediate form of notification.

D. Upon any termination of this Agreement, Home Depot and Creator will be released from all obligations and liabilities to the other party occurring or arising after the date of such termination or the transactions contemplated hereby, except with respect to those obligations which by their nature are designed to survive termination as provided herein; provided that no such termination will relieve Creator from any liability arising from any breach of this Agreement occurring prior to termination.

E. Upon termination of this Agreement, (i) Home Depot's acceptance of additional referrals obtained through Creator shall not constitute a continuation or renewal of this Agreement or a waiver of such termination, (ii) Creator shall be entitled only to those unpaid commissions, if valid, earned by Creator on or prior to the date of termination; (iii) Creator shall in no event be entitled to commissions with respect to any amount of referrals delivered after the date of termination; (iv) all rights and licenses of Creator hereunder shall immediately terminate; and (v) Creator shall cease all uses of any trade names, trademarks, service marks, logos and other designations of Home Depot or the Program.

F. Reversals:

1. Reselling: Home Depot reserves the right to cancel or withhold Referral Fees for any Qualified Orders or Actions Home Depot suspects were made with intent to resell and/or produce sales or actions that are made through fraudulent or illegal means.

2. Cancellations: Home Depot reserves the right to reverse orders or Qualified Actions due to cancellations, duplicate tracking, returns, disputed charges, and Program violations as outlined in this Agreement.

3. Breach: If a breach of this Agreement occurs, Home Depot reserves the right to reverse orders, set Creator's Referral Fee Rate to 0% and/or suspend Creator from the Program for the period or orders in question.

5. Indemnification.

Creator hereby agrees to indemnify, defend and hold harmless Home Depot and its related companies, directors, officers, employees and agents, from and against any and all liability, third-party claims, losses, damages, injuries or expenses (including reasonable attorneys' fees), arising out of a breach, or alleged breach, of any of Creator's representations or obligations herein.

6. Limitation of Liability

A. EACH PARTY'S TOTAL LIABILITY FOR DAMAGES ARISING UNDER THIS AGREEMENT SHALL IN NO EVENT EXCEED THE AMOUNTS PAID OR PAYABLE TO PARTNER AS FEES HEREUNDER FOR THE EVENT GIVING RISE TO LIABILITY.

B. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, SPECIAL, EXEMPLARY, CONSEQUENTIAL OR INCIDENTAL DAMAGES, EVEN IF INFORMED OF THE POSSIBILITY OF SUCH DAMAGES.

C. NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, THE LIMITATIONS OF LIABILITY IN THIS AGREEMENT WILL NOT APPLY TO CLAIMS, DAMAGES AND OTHER LOSSES ARISING IN CONNECTION WITH (I) THIRD PARTY INTELLECTUAL PROPERTY INFRINGEMENT CLAIMS; (II) GROSS NEGLIGENCE; OR (III) WILLFUL MISCONDUCT.

7. Additional Terms.

A. Creator shall not assign, transfer or delegate its obligations under this Agreement, either in whole or in part, without the prior written approval of Home Depot, which approval may be withheld in Home Depot's sole and absolute discretion. Any attempted assignment, transfer or delegation in violation of this provision will be void.

B. The provisions of this Agreement are severable. If any provision of this Agreement, or the application thereof to any person or circumstance, shall be deemed invalid or unenforceable under any applicable law, such invalidity or unenforceability shall not affect the other provisions of this Agreement that can be given effect.

C. No delay or failure by Home Depot in exercising any right under this Agreement, and no partial or single exercise of that right, shall constitute a waiver of that or any other right.

D. The rights and remedies of Home Depot are not mutually exclusive; that is, the exercise of one or more of the provisions hereof shall not preclude the exercise of any other provision hereof. Creator acknowledges, confirms, and agrees that damages may be inadequate for a breach or a threatened breach of this Agreement and, in the event of a breach or threatened breach of any provision hereof, the respective rights and obligations hereunder shall be unenforceable by specific performance, injunction, or other equitable remedy.

E. This Agreement shall be deemed a mutual agreement and shall not be construed and/or interpreted in favor or against either party on the basis of preparation of the Agreement.

F. By applying to the Program, using the automatic facility located on the Impact Service, and by clicking-through the acceptance button to this Agreement, Creator executes, accepts, enters into, and becomes party to this Agreement, effective on the date of such acceptance to this Agreement.

G. Home Depot reserves the right to modify the terms and conditions of this Agreement in its sole and absolute discretion upon three (3) days prior written notice to Creator. If any modification is unacceptable to Creator, Creator's sole recourse is to terminate this Agreement. Creator's continued participation in the Program after notice of modification to the terms and conditions of this Agreement constitutes Creator's binding acceptance to the change.

H. This Agreement shall be governed by the laws of the State of Georgia USA, except for its conflict of law provisions. The exclusive forum for any actions related to this

Agreement shall be in the U.S. District Court for the Northern District of Georgia, Atlanta Division, or the Superior Court of Cobb County, Georgia. Creator consents to such venue and jurisdiction.

I. Official notices to Home Depot should be sent to: Home Depot, 2455 Paces Ferry Rd. NW, Atlanta, Georgia 30339.