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This Affiliates Program Agreement (the "Agreement") is a legal agreement between you and Stamps.com Inc., a Delaware corporation ("Stamps.com"), and contains the complete terms and conditions that apply to an individual's or entity's participation in the Stamps.com Affiliates Program (the "Affiliates Program"). In this document, "you" refers to the Affiliates Program applicant, and "we" and "us" refer to Stamps.com. "Site" refers to an Internet website. By completing an Affiliates Program Application and clicking on the "Apply" button below, you agree to be bound by the terms of this Agreement.

1. **ENROLLING IN THE PROGRAM.** To begin the enrollment process, you will submit a completed Affiliates Program Application via the Stamps.com site. We will evaluate your application in good faith and will notify you of your acceptance or rejection. We may reject your application if we determine, in our sole discretion, that your site is unsuitable for the Affiliates Program for any reason. Unsuitable sites include, but are not limited to, those that: promote sexually explicit materials; promote violence; promote discrimination based on race, sex, religion, nationality, disability, sexual orientation or age; promote illegal activities; or violate intellectual property rights. If we reject your application, you may reapply to the Affiliates Program at any time, and we will reconsider your application.

2. **LINKING TO OUR SITE.** On your site, you may place Site Links to pages on the Stamps.com site. For purposes of this Agreement, a "Site Link" is a hypertext link comprised of a URL and a Stamps.com-approved graphic, available from our site. The URL also incorporates unique Affiliates Program Identifier Information which will be provided to you by Stamps.com, or its agent. Once accepted, you may add or delete Site Links from your site at any time without our approval. Each Site Link must connect directly to the Stamps.com site. You may not transmit "interstitial advertising" to users as they link from your site to the Stamps.com site, or otherwise interrupt such link through the use of any intermediate screen or device, including without limitation the use of any html pop-up window. In addition, you may not frame, or otherwise create a border environment or browser around, the Stamps.com site, or the contents thereof. You will be solely responsible for properly incorporating the Affiliates Program Identifier Information into your Site Link and testing the Site Link to ensure that it operates properly.

3. **ORDER PROCESSING.** We will process orders placed by customers accessing our site via a Site Link in accordance with our standard business practices. We will be responsible for all aspects of order processing and fulfillment. We reserve the right to reject orders that do not comply with any requirements that we periodically may establish. Customers who buy products from us through the Affiliates Program will be deemed to be customers of Stamps.com. Accordingly, all Stamps.com rules, policies, and operating procedures concerning customer orders, customer service, and prices will apply to the customers who use your Site Links to get to our site. We may change our policies and operating procedures at any time, with or without notice.

4. COMMISSIONS. During the term of this Agreement, we will pay you \$10.00 for each New Customer that signs up with our Simple Plan and we will pay you commissions in accordance with the following schedule for each New Customer that signs up with our Power Plan:

Tier	New Power Plan Customers per Calendar Month	Bounty
Bronze	1-25	\$20
Silver	26-50	\$30
Gold	51-75	\$40
Platinum	76+	\$50

The total number of New Customers generated per calendar month will be calculated on a cumulative basis at the end of the applicable month. By way of example only, if Affiliate X generated 75 New Customers (50 Power Plan, 25 Simple Plan) in January, and 40 New Customers (30 Power Plan, 10 Simple Plan) in February, the commission payable to Affiliate X for each calendar month would be calculated as follows:

- For January, Affiliate X earned \$30.00 per New Customer who registered for the Power Plan ($\$30.00 \times 50 = \$1,500.00$), and \$10.00 per New Customer who registered for the Simple Plan ($\$10.00 \times 25 = \250.00), for a total of \$1,750.00.
- For February, Affiliate X earned \$30.00 per New Customer who registered for the Power Plan ($\$30.00 \times 30 = \900.00), and \$10.00 per New Customer who registered for the Simple Plan ($\$10.00 \times 10 = \100.00), for a total of \$1000.00.

For purposes of this Agreement, "New Customer" means a customer who (i) directly accesses our site from your assigned affiliate link on your website or email, (ii) registers with Stamps.com for the Stamps.com Internet Postage™ service using a unique credit card number or Automated Clearing House (ACH) number, electronic mail address and name not previously received by us, (iii) is successfully billed for at least one complete Stamps.com billing cycle, and (iv) uses a promotional code assigned to you under the Affiliates Program.

You may not, directly or indirectly, offer any person or entity any consideration or incentive for using the Site Links on your site to access the Stamps.com site. If we determine, in our sole discretion, that you are in violation of the foregoing sentence, we may withhold any commissions otherwise payable to you pursuant to the terms hereof, in addition to all other remedies available to us.

5. COMMISSION PAYMENT. Commission payments will be paid each calendar month within approximately forty-five (45) days following the end of such month. We may require you to give us additional information, such as your social security number, in order for us to comply with any applicable tax reporting requirements. You hereby agree to provide such information as it may be reasonably requested by us for such purposes.

We, or our agent, will provide you with access to a password-protected site to view reports summarizing your Site Link activity. The form and content of the reports may vary from time to time at our discretion. To permit accurate tracking, reporting, and fee accrual, you must ensure that the Site Links

between your site and our site are properly formatted. Failure to properly format and use the Site Links may result in a reduction to amounts which would otherwise be paid to you pursuant to the terms hereof or the termination of this Agreement.

6. LIMITED LICENSE. In your Site Links, you agree to use only those graphic images that we provide, and further agree to update such images with any new images we provide. You may not alter the look, feel or functionality of the graphics in any way without Stamps.com's prior written permission. We grant you a limited, non-exclusive, revocable, non-transferable right to use the Stamps.com Affiliates Program graphics and such other images for which we grant express permission, solely for the purpose of identifying your site as a Stamps.com Affiliates Program participant. We reserve all of our rights in the graphics and all other intellectual property rights. We may revoke your license at any time by giving you written notice.

You acknowledge that we may desire to use Affiliates Program members' names and logos in press releases, product brochures and financial reports indicating that you are a member of the Stamps.com Affiliates Program, and you agree that we may use your name and logo in such a manner.

7. TRADEMARKS. You agree to comply with Stamps.com's Trademark Usage Guidelines located on our site, and any other guidelines provided by Stamps.com. You acknowledge that the Stamps.com Trademarks, which include without limitation the symbols, trademarks and service marks used by Stamps.com to identify its products and/or services, belong solely to Stamps.com and that members of the Affiliates Program have no rights in such Trademarks except for the purpose of displaying Site Links on the Affiliate's site(s) in accordance with the provisions of this Agreement. Any goodwill arising from the use of our Trademarks hereunder will belong to Stamps.com. At no time during or after the term of this Agreement will you challenge or assist others to challenge our Trademarks or the registration thereof or attempt to register any trademarks, marks or trade names confusingly similar to the Trademarks. At our reasonable request, all depictions of our Trademarks that you intend to use will be submitted to us for approval of design, color of other details. In the event we do not approve of such depiction, you will cease using such depiction immediately upon notice. The provisions of this section will survive expiration or termination of this Agreement for any reason.

8. TERM OF THE AGREEMENT. The term of this Agreement will begin upon your receipt of written notification from Stamps.com of its acceptance of your Application and will end when terminated by either party. Either you or we may terminate this Agreement at any time, with or without cause, by giving the other party written notice of termination. Upon the termination of this Agreement for any reason, you will immediately cease all use of Stamps.com's Trademarks, and remove from your site(s), all Site Links, and all other materials provided by or on behalf of us to you in connection with the Affiliates Program. You are only eligible to earn commissions during the term. We may withhold your final payment for a reasonable time to ensure that the correct amount is paid. Notification via e-mail to your address in our records will be deemed to have been delivered and given for all purposes on the delivery date. Any notice required or permitted hereunder shall be sent to the following address: Affiliate Program, Stamps.com Inc., 3420 Ocean Park Boulevard, Suite 1040, Santa Monica, California 90405, with a copy to Legal Department.

9. WARRANTY AND DISCLAIMER. You warrant that you have full power and authority to enter into this Agreement, and that the entering into and

performance of this Agreement by you will not violate, conflict with, or result in a default under any other contract or agreement to which you are a party. You warrant that your site(s) will not infringe, violate or misappropriate any copyright, trade secret, trademark, or other proprietary or intellectual property right of any third party or constitute libel, defamation, invasion of privacy or the violation of any right of publicity or any other right of any third party. You are solely responsible for the development, operation, maintenance and content of your site(s). Stamps.com will not be responsible for any of the foregoing. You agree to indemnify and hold Stamps.com, and its directors, officers, affiliates, employees and agents, harmless from all liability, claims, damages and expenses (including without limitation attorneys' fees, court costs and costs of other professionals) relating to or arising from the development, operation, maintenance and contents of your site(s); and/or any breach by you of any representation, warranty or agreement made herein.

THE SITE LINKS, AND ALL OTHER DOCUMENTATION AND SERVICES ARE PROVIDED BY STAMPS.COM "AS IS." WE MAKE NO PROMISES, WARRANTIES, OR REPRESENTATIONS OF ANY KIND, AND WE SPECIFICALLY DISCLAIM ALL WARRANTIES AND CONDITIONS, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, WITH RESPECT TO THE SUBJECT MATTER HEREOF, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. WE MAKE NO REPRESENTATION OR WARRANTY THAT THE OPERATION OF OUR SITE WILL BE UNINTERRUPTED OR ERROR FREE OR THAT OUR PRODUCTS WILL BE AVAILABLE FOR PURCHASE FROM THE STAMPS.COM SITE. THE PROVISIONS OF THIS SECTION WILL SURVIVE EXPIRATION OR TERMINATION OF THIS AGREEMENT FOR ANY REASON.

10. LIMITATION OF LIABILITY. IN NO EVENT WILL WE BE LIABLE TO YOU FOR LOSS OF PROFITS, LOSS OF BUSINESS OPPORTUNITIES, LOSS OF USE, LOSS OF DATA, INTERRUPTION OF BUSINESS, COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES, OR FOR ANY SPECIAL, CONSEQUENTIAL, EXEMPLARY, INDIRECT OR INCIDENTAL DAMAGES, ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE AFFILIATES PROGRAM, HOWEVER CAUSED, AND WHETHER ARISING UNDER CONTRACT, TORT (INCLUDING NEGLIGENCE) OR ANY OTHER THEORY OF LIABILITY. THE LIMITS SET FORTH IN THIS SECTION WILL APPLY EVEN IF STAMPS.COM HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL OUR AGGREGATE LIABILITY UNDER THIS AGREEMENT EXCEED THE TOTAL COMMISSIONS PAID TO YOU UNDER THIS AGREEMENT FOR THE TWELVE (12) MONTHS PRIOR TO THE EVENT GIVING RISE TO SUCH LIABILITY. THE PROVISIONS OF THIS SECTION WILL SURVIVE EXPIRATION OR TERMINATION OF THIS AGREEMENT FOR ANY REASON.

11. CONFIDENTIALITY. During the term of this Agreement, you may have access to certain non-public information of Stamps.com, which information a reasonable person would consider confidential or which is marked as "confidential" or "proprietary" ("Confidential Information"). Confidential Information does not include information that is generally known and available, or in the public domain through no fault of yours. You agree (i) not to disclose any Confidential Information to any third parties, (ii) not to use any Confidential Information for any purposes except carrying out your rights and responsibilities under this Agreement, and (iii) to keep the Confidential Information confidential using the same degree of care you use to protect your own confidential information, as long as you use at least reasonable care. These obligations will survive for three years after expiration or termination of

this Agreement for any reason.

12. INDEPENDENT INVESTIGATION. YOU ACKNOWLEDGE THAT YOU HAVE READ THIS AGREEMENT AND AGREE TO ALL ITS TERMS AND CONDITIONS. YOU UNDERSTAND THAT WE MAY AT ANY TIME (DIRECTLY OR INDIRECTLY) SOLICIT CUSTOMER REFERRALS ON TERMS THAT MAY DIFFER FROM THOSE CONTAINED IN THIS AGREEMENT OR OPERATE SITES THAT ARE SIMILAR TO OR COMPETE WITH YOUR SITE(S). YOU HAVE INDEPENDENTLY EVALUATED THE DESIRABILITY OF PARTICIPATING IN THE AFFILIATES PROGRAM AND ARE NOT RELYING ON ANY REPRESENTATION, GUARANTEE, OR STATEMENT OTHER THAN AS SET FORTH IN THIS AGREEMENT.

13. GENERAL. You and Stamps.com are independent contractors, and nothing in this Agreement will create any partnership, joint venture, agency, franchise, sales representative, or employment relationship between you and Stamps.com. You understand that you do not have authority to make or accept any offers or make any representations on behalf of Stamps.com. You may not make any public statement, press release or other announcement relating to the terms or existence of this Agreement, or your participation in the Affiliates Program, without the prior written consent of Stamps.com. If any provision of this Agreement is held unenforceable, that provision will be enforced to the maximum extent permissible so as to effect the intent of the parties, and the remainder of this Agreement will continue in full force and effect. We may modify any of the terms and conditions contained in this Agreement, at any time and in our sole discretion, by posting a change notice or a new agreement on our site. If any modification is unacceptable to you, your only recourse is to terminate this Agreement. Your continued participation in the Affiliates Program following our posting of a change notice or new agreement on our site will constitute binding acceptance of the change. You may not assign or otherwise transfer this Agreement or any of your rights or duties under this Agreement, without our prior written consent. This Agreement will inure to the benefit of Stamps.com, its successors, administrators, heirs, and assigns. This Agreement is governed by the laws of the State of California, without reference to its conflict of law principles and without regard to the 1980 U.N. Convention on Contracts for the International Sale of Goods.

This Agreement constitutes the complete and exclusive understanding and agreement of Stamps.com and you relating to the subject matter hereof and supersedes all prior or contemporaneous understandings, agreements, and communications (including advertisements), whether oral or written, between the parties.

ANNEX A - TERMS AND CONDITIONS FOR SECONDARY-AFFILIATES

This Annex A contains the complete terms and conditions subject to which Affiliate may allow party's participating in its sub-affiliate sales channel program to place Site Links to pages on the Stamps.com site.

1. SITE LINKS. Affiliate may allow party's participating in its sub-affiliate sales channel program ("Secondary-Affiliates") to place Site Links to pages on the Stamps.com site; provided that Affiliate enters into a written agreement with each participating Secondary-Affiliate which is at least as protective of Stamps.com as the terms and conditions set forth herein, which agreement shall also contain a provision making Stamps.com a direct and intended third party beneficiary, and Affiliate further agrees to diligently enforce such agreements. In addition to the requirements set forth in the Agreement, each Secondary-Affiliate Site Link shall also include an Identifier to be provided by

Affiliate in accordance with the instructions provided by us, or our agent, which Identifier shall be unique to each Secondary-Affiliate. Affiliate shall be solely responsible for properly incorporating the Identifier into the Secondary-Affiliate Site Links, and for testing such Site Links to ensure proper operation. Failure to properly format and use the Site Links may result in a reduction to amounts which would otherwise be paid to you pursuant to the terms hereof or the termination of the Agreement.

2. **REPORTS.** We, or our agent, will provide you with access to a password protected site to view reports ("Reports") summarizing Secondary-Affiliate Site Link activity. The form and content of the Reports may vary from time to time in our discretion. The information contained in the Reports shall be deemed the Confidential Information of Stamps.com, and as such you may not disclose to any third party, nor provide, or permit any third party to view or access, such Reports. You may not use the Reports, or any data therein, for any purpose other than as expressly set forth herein. You may not independently track Secondary-Affiliate activity using such Secondary-Affiliate's Identifier, nor may you use such Identifier to track or identify individual end users, or such end users activity.

3. **PAYMENT.** You shall be solely responsible for the payment of any and all consideration due and owing to your Secondary-Affiliates.

4. **INDEMNIFICATION.** In addition to the indemnification provisions set forth above, you agree to indemnify and hold Stamps.com, and its directors, officers, affiliates, employees and agents, harmless from all liability, claims, damages and expenses (including without limitation attorneys' fees, court costs and costs of other professionals) relating to or arising from the use of Site Links by a Secondary-Affiliate, and/or any use by you of the Reports or the Identifier that is not in strict compliance with the terms hereof.

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