

# ABOVE THE FOLD MASTER SERVICES AGREEMENT

Updated as of March 16, 2024

This Master Service Agreement (this "Agreement") is effective as of \_\_\_\_\_ (the "Effective Date") by and between Above the Fold, a Utah corporation ("Above the Fold"), and \_\_\_\_\_ ("Company"). Each of Above the Fold and Company may be referred to herein as a "party" and together as the "parties."

## 1. Defined Terms

- 1.1. "Action" means any type of pre-agreed or predefined activity or result that the Company seeks that may by way of example, include impressions, click-throughs, the sale of products or services, files or other items, the completion of an application, registration or another form, the opening of an account, membership enrollment, coupon redemption, post-click or post engagement conversions or any other kind of action, transaction or activity that can be tracked and reported via mobile, internet or offline either by Above the Fold or a Distribution Partner.
- 1.2. A "corporate affiliate" of a person, party, or entity is any other person or entity that, directly or indirectly, controls such person, party, or entity, is controlled by such person, party or entity, or is under common control with such person, party or entity.
- 1.3. "Content" means Company's trademarks, trade names, trade dress, internet domain names, websites, logos, creative, copy and other content provided by Company to Above the Fold in connection with the Services.
- 1.4. "Distribution Partner" means any third party that Company directly engages through its use of the Services (including Publishers) or that Above the Fold in performing the Services to Company engages to promote or facilitate the promotion of Company's products and services and/or distribute or display Company's Content.
- 1.5. An "Engagement" means an agreement or arrangement between Company and a Distribution Partner that can be performed on or in relation to the internet, mobile or offline.
- 1.6. "Implement" or "Implementation" means to use the Above the Fold Technology in accordance with authorization and instructions provided by Above the Fold.
- 1.7. "Above the Fold Technology" means any software application proprietary to Above the Fold that it makes available to Company for installation on Company's servers or on a Company Website to enable Company's use of the Services in accordance with this Agreement and each relevant Order Form, together with new versions, enhancements and upgrades there of made available by Above the Fold.
- 1.8. "Prohibited Activity" means any activity that involves, facilitates, advocates or promotes one or more of the following: (a) discrimination on the basis of race, ethnicity, gender, religion, sexual orientation, age, national origin or disability; (b) libelous, defamatory, obscene, pornographic, sexually explicit or abusive activities; (c) gambling or illegal substances; (d) sedition or illegal activities; (e) false or misleading advertising; or (e) a conflict or violation of any law, rule, regulation or any intellectual property or other rights of any person, party or entity.
- 1.9. "Services" means one or more of the online advertising services offered by Above the Fold pursuant to an Order Form, including lead generation, search management, display and advertising network services.
- 1.10. "Sites" includes any websites, apps, properties, or landing pages used in association with the Services.
- 1.11. "Term" shall have the meaning set forth in Section 11.1.
- 1.12. "Transaction Data" refers to data and information about Actions generated through Company's use of any of the Services.
- 1.13. The words "include," "includes" and "including" will be deemed to be followed by the phrase "without limitation" or "but not limited to."

## 2. Above the Fold Services

- 2.1. Services. This Agreement states the terms and conditions under which Above the Fold will provide the Services ordered from time to time by Company pursuant to one or more order forms or

insertion orders (each, an "Order Form"). Above the Fold will not be required to provide any Service until an Order Form for that Service is accepted and signed by both parties to this Agreement.

- 2.2. Performance. Any technical assistance and customer support services to be provided under any Order Form will be performed by Above the Fold personnel in a professional and workmanlike manner. Notwithstanding the preceding, Above the Fold does not guarantee or warrant that the Company will achieve any level of web user activity, sales revenues or other results from using any Services provided hereunder.

### **3. Payment**

- 3.1. Company will promptly pay or cause to be paid to Above the Fold or its Distribution Partners (as applicable) when due, any and all applicable fees, expenses, costs, and charges owing under this Agreement including any applicable Order Forms.
- 3.2. Partners are required to prepay before the media is run.

### **4. Intellectual Property**

- 4.1. Licenses. Company hereby grants to Above the Fold during the term of this agreement a limited, nonexclusive, royalty-free worldwide right and license to use and sublicense Company's Content to the extent reasonably necessary for Above the Fold to provide the Services, including making such content available to Distribution Partners and promoting Company's use of the Services. Above the Fold hereby grants to Company during the term of this Agreement a revocable nonexclusive, non transferable license (without any right to sublicense except as expressly provided below) to access and use Above the Fold's online advertising interface and other Above the Fold intellectual property made available to Company by Above the Fold solely to the extent necessary for Company to utilize Services ordered pursuant to any Order Form and for no other purpose.
- 4.2. Ownership; No Contest. Each party and its suppliers own its or their respective intellectual property, and, except as expressly granted herein, nothing herein will grant to either party any rights or licenses in or to the other party's intellectual property. Neither party shall encumber, assert a claim to or ownership of, any interest in any intellectual property of the other party or any goodwill associated therewith, except for any licenses or rights expressly granted hereunder or under any Order Form during its term.
- 4.3. Use of Marketing Agencies. Company may, upon prior written notice to Above the Fold, delegate and sublicense its right to use Above the Fold's tools, services and resources to any agency, firm, consultant or other third party solely for the purpose of permitting such third party to manage online marketing campaigns on behalf of Company, provided that Company (a) shall be liable to Above the Fold for such third party's actions and compliance with any and all obligations hereunder and those contained in any applicable Order Forms, and (b) Above the Fold may, as a condition to permitting such third party to use Above the Fold tools, services and resources, require such third party to execute a confidentiality, nondisclosure, or any other agreement Above the Fold deems reasonably necessary.
- 4.4. Restrictions. Company agrees it will not directly or indirectly through a third party (a) make unauthorized modifications, reverse engineer, disassemble, decompile, attempt to derive source code of, or hack any Above the Fold Technology; or (b) hack, abuse, adversely interfere with, infect with viruses, worms or other malicious or destructive code any Above the Fold servers, computer equipment, software or other technological resources.

### **5. Confidentiality**

- 5.1. Definition. A party's "Confidential Information" refers to such party's confidential and proprietary information or ideas including such party's confidential or proprietary intellectual property assets. The term "Confidential Information" also includes (a) the terms and conditions of this Agreement and any and all Order Forms, and (b) any confidential information of any third party that the disclosing party is permitted to provide to the receiving party subject to confidentiality obligations. The term "Confidential Information" will not include information that (i) is in or enters the public domain without breach of this Agreement, (ii) the receiving party obtains from a source other than the disclosing party, provided that the disclosure to the receiving party by such source is not known to the receiving party to be a violation of a confidentiality obligation of such source to the disclosing party, and (iii) the receiving party knew prior to receiving such information from the disclosing party or develops independently without use of the disclosing party's trade secrets or confidential information, as shown by contemporaneous records.

- 5.2. Non-Disclosure. Each party will keep the other party's Confidential Information secure using at least the same degree of care that it uses to protect its own Confidential Information, but no less than reasonable care, and shall not disclose or use such other party's Confidential Information except solely to the extent reasonably necessary to perform its obligations or exercise its rights under this Agreement. Further, each party may disclose the other party's Confidential Information only to those of its employees, officers, directors, consultants, and advisers, and in the case of Above the Fold, employees and officers of its corporate affiliates, who need to know such information in order to perform their respective duties; provided that (a) each such person has a legal or contractual obligation to maintain the confidentiality of such information, and (b) in the case of consultants, no such consultant is a competitor of, or corporate affiliate of a competitor of, the disclosing party.
- 5.3. Exceptions. The confidentiality restrictions contained herein will not apply to disclosure by any party of the other party's Confidential Information to the extent required by law or court order, provided that such party required to make such disclosure uses reasonable efforts to give the other party prompt written notice of such requirement, in advance if possible, in order to give such other party an opportunity to lawfully prevent or limit the scope of such disclosure.

## **6. Data**

- 6.1. Above the Fold. Above the Fold may use any data and information that it collects and/or compiles in the course of providing the Services to the Company and/or to Distribution Partners as reasonably necessary to provide the services, including providing certain information to Distribution Partners as required to calculate commission payments owed to them by Above the Fold or Company. Above the Fold may also use, transmit, distribute, and/or publish any aggregation of data and information received, collected and/or compiled through its provision of the Services, including as a part of reports, analyses, case studies, metrics, compilations, database services and/or other educational, training, marketing or similar materials, services or products to be used or made available by Above the Fold, provided that in respect of Company's data and information, Above the Fold will not disclose the identity of Company.
- 6.2. Company. During the Term and after any expiration or termination of the Term or any Service Term (as defined in the relevant Order Form), Company may, subject to the terms and conditions of this Agreement and any Order Form(s), use and store solely for its internal business purposes any and all data and information contained in any reports about Company's use of the Services, provided that such rights of use and storage shall cover only such data and information in Company's possession at the time of such expiration or termination. Company agrees that all information received by Above the Fold, including Transaction Data, is subject to Above the Fold's then applicable records retention policies.

## **7. Privacy Policy**

- 7.1. Company will ensure that any and all Sites employed by Company in connection with Company's participation in any Campaign will feature a thorough privacy policy, prominent and conspicuously from such Site's home page, with a link that contains the word "Privacy", "Legal", "Terms" or similar language. Such privacy policy shall, in addition to the disclosures about Company's privacy practices, identify the collection, disclosure and use of any information related to an end user that Company provides or may provide to Above the Fold or other Sites in connection with the Services. Such privacy policy shall also provide information on Company's use of tracking devices, such as but without limitation to, cookies, including cookies and tracking devices enabled by Above the Fold at Company's request on Company's behalf. Company's website will also include all legally required information regarding Company's use of tracking devices, such as cookies, including where required, information regarding the removal of cookies and other tracking devices. Each party will take reasonable steps to ensure that all User Notices accurately describe data collection and use associated with Company's use of the Services and, at minimum, include the information required and meet the standards for notice to users set by the Network Advertising Initiative ("NAI") in the NAI Code of Conduct and associated guidance, including as relevant to the circumstances, the guidance on Viewed Content Advertising, Cross-Device, Non-Cookie Technologies, and any superseding, additional, or supplementary guidance ("NAI Code"). Company shall provide access to an opt in or opt out choice with respect to such data collection that applies to Above The Fold, including with respect to cookies and similar technologies as required by law or

otherwise in accordance with industry self-regulatory principles. Additionally, each party will, in all applicable respects, follow the requirements of the applicable local self-regulatory program such as the DAA Self-Governing Principles in the US (currently found at [aboutads.info](http://aboutads.info)), the EDAA European Principles (currently found at [edaa.eu](http://edaa.eu)) in Europe, or the DAAC principles (currently found at [youradchoices.ca](http://youradchoices.ca)) in Canada.

**8. Implementation**

- 8.1. Implementation of Tracking Solution. Company agrees to cooperate with Above the Fold to enable Above the Fold's tracking functionality so that Above the Fold may properly track Actions or otherwise provide the Services. Company agrees to refrain from taking any action that would impair Above the Fold's ability to track Actions. Company will notify Above the Fold promptly upon becoming aware of any interruption or incorrect operation of any tracking solution provided by Above the Fold and, if the same was caused by Company or within its control, Company will use all reasonable efforts to take prompt corrective action to restore operation.
- 8.2. Transaction Data. If Company is required to submit Transaction Data to Above the Fold as part of the Tracking process, Company hereby agrees that it will submit such Transaction Data to Above the Fold in the format and on the frequency required by Above the Fold in accordance with any tracking and reporting guidelines furnished to the Company. The availability of Transaction Data on reports published by Above the Fold is subject to Above the Fold's then applicable records retention policies.
- 8.3. API usage. When Services provided by Above the Fold utilize APIs, the Company agrees to continually utilize most current versions of the APIs. Company understands that utilizing most current APIs is critical to the integrity of the partnerships and Services of Above the Fold.

**9. Warranties.** Each party hereby represents, warrants, covenants and agrees that as of the Effective Date and as of the effective date of each of the Order Forms that (a) such party has full corporate power and authority to enter into this Agreement and any such Order Forms executed by it and to perform its respective duties hereunder and thereunder and (b) this Agreement and each such Order Form has been duly authorized and executed and delivered by an authorized representative of such party. Company further represents, warrants, covenants and agrees that it will not use the Services to engage in or promote any Prohibited Activity and it will comply will all state and federal laws, rules and regulation applicable to the operation of its business.

**10. Indemnification; Limitation of Liability**

- 10.1. Company. Company agrees to indemnify, defend and hold Above the Fold and its employees, officers, directors, shareholders, agents and suppliers harmless for any third party claims, proceedings, causes of action, liabilities, damages, losses, costs and expenses (including reasonable attorneys' fees, costs and disbursements) arising out of or relating to (a) the operation by Company of any business promoted through the Services, (b) any Engagement between Company and a Distribution Partner or (c) Company engaging in any Prohibited Activity.
- 10.2. Above the Fold. Above the Fold agrees to indemnify, defend and hold Company harmless for any third party claims, proceedings, causes of action, liabilities, damages, losses, costs and expenses (including reasonable and customary attorneys' fees, costs and disbursements) reasonably incurred in connection with the defense of any claim asserted or brought against Company in the United States by third parties alleging that Company's Implementation of the Above the Fold Technology infringes any United States patent, copyright or trademark issued as of the Effective Date, provided however, Above the Fold shall not be obligated to indemnify, defend and hold Company harmless to the extent that (a) the alleged infringement is not attributable to the Above the Fold Technology, (b) Company makes an unauthorized modification to the Above the Fold Technology, (c) Company uses the Above the Fold Technology for a purpose for which it was not intended, outside the scope of any relevant documentation furnished to Company or in violation of this Agreement), or (d) the alleged infringement results from Company's Implementation of the Above the Fold Technology in conjunction with any other hardware, software, processes or material not provided by Above the Fold. Company agrees to cooperate fully in mitigating any alleged infringement after being notified thereof and promptly and fully install and implement any modifications, enhancements or substitutions provided by Above the Fold that would mitigate or avoid such infringement. In the event that any preliminary injunction, temporary restraining order or final injunction shall be obtained in the United States, Above the Fold shall, in its sole discretion

and as Company's sole remedy, either (a) obtain the right for Company to continue using the Above the Fold Technology, (b) modify or replace the same so as to avoid the alleged infringement, or (c) offer a substitute and equivalent technology and/or methodology. If Above the Fold determines that none of these alternatives is reasonably available, either Company or Above the Fold will have the right, upon written notice to the other, to terminate this Agreement. This Section finally, entirely and exclusively states all of Company's rights against Above the Fold and is Company's sole remedy with respect to an infringement of any third party rights. Above the Fold shall have no additional liabilities to Company with regard to the infringement of any third party intellectual property right.

- 10.3. Procedure. The indemnification obligations in this Section 10 are conditioned on (a) prompt accurate written notice to the indemnifying party of any claim, action, or demand for which indemnity is claimed or which may give rise to an indemnity claim, provided that the failure by the indemnified party to provide timely notice of any claim, action or demand shall not affect or impair the obligations of the indemnifying party, except and only to the extent that the indemnifying party has been adversely affected by such failure or delay; (b) the indemnifying party having the right to assume complete and sole control over the defense and any and all negotiations for any settlement or compromise thereof; and (c) cooperation of the other party and its employees, officers, directors, consultants, advisers, and Corporate Affiliates in such defense. If the indemnifying party elects to assume control of the defense of any claim, the indemnified party shall, at its own expense, have the right to participate in the defense or consult its own counsel.
- 10.4. Limitation on Liability. Neither party (including its respective contractors and suppliers) will be liable to the other (whether in contract or based on warranty, negligence, tort, strict liability or otherwise) in connection with or resulting from this Agreement or any of the contemplated links, services, activities or relationships for any indirect, incidental, consequential, lost profits, reliance, punitive or special damages, even if such party was aware that such damages could result. In no event shall either party's total liability for any or all of the other party's losses or injuries from acts or omissions by Above the Fold under this Agreement, regardless of the nature of the legal or equitable right claimed to have been violated, exceed the amount of Above the Fold fees paid or accrued by Company (exclusive of fees paid or payable to Distribution Partners) under the Order Form subject to the alleged breach during the one year period preceding the date of the alleged breach. In no event shall Above the Fold be liable to Company or any other person for any acts or omissions of any Distribution Partner, or for system downtime.
- 10.5. Disclaimers. Except as expressly provided in Section 9, Above the Fold (including its contractors and suppliers) hereby disclaim any and all warranties, express or implied, including any warranty as to accuracy, advertiser ability, non-infringement, completeness, currentness, title, or fitness for a particular purpose of the Services or the Above the Fold Technology.
- 10.6. Entire Obligation. This Section 10 states Above the Fold's entire obligation to Company with respect to any breach of any of the warranties set forth in this Agreement or in any Order Form. Each party acknowledges that the provisions of each of the foregoing Sections are an essential element of the benefit of the bargain reflected in this Agreement.

## **11. Term; Termination**

- 11.1. Term. The term of this Agreement will commence as of the Effective Date and continue until the expiration of the last Order Form that may be in effect, unless earlier terminated in accordance with this Agreement (the "Term").
- 11.2. Termination Rights. Either party will have the right to terminate this Agreement and any or all Order Forms upon any material breach of this Agreement or any Order Form by the other party, which breach remains uncured for a period of 15 days following the non-breaching party's receipt of written notice thereof, provided that Above the Fold may terminate this Agreement and any or all Order Forms upon any default in Company's payment obligations to Above the Fold or a Publisher if such default is not cured within five (5) business days following Company's receipt of written notice thereof. In addition, either party may terminate this Agreement and any or all Order Forms in accordance with Section 10.2.
- 11.3. Suspension Right. Upon determining in good faith that a material breach of this Agreement or any Order Form has occurred or at any time Above the Fold determines in good faith that any act or omission by Company might have a material adverse effect on Above the Fold's business

operations, Above the Fold will have the immediate right to temporarily suspend Company's access, use or benefit of any or all Above the Fold-provided tools, services and/or other resources until the time when Company cures such alleged breach, such suspected or alleged breach is determined by Above the Fold to be nonexistent, or a termination event as described in this Agreement, as applicable.

- 11.4. Effects of Expiration or Termination of this Agreement. In the event of an expiration or termination of this Agreement, in addition to any rights and obligations set forth in any and all Order Form(s), the parties agree that (a) any and all outstanding Order Forms shall be terminated effective thereupon; (b) Company will pay any and all payment obligations incurred under this Agreement, any Order Form, or any of its Above the Fold tracked Engagements to Above the Fold and any and all Distribution Partners; (c) Sections 3, 4.2, 5, 6, 10, 11.4 and 12 and any provision of this Agreement or any Order Form which by its terms are intended to survive any expiration or termination of this Agreement, will survive any expiration or termination of this Agreement; and (d) any rights or remedies of either party arising out of a breach or violation by the other party of any terms of this Agreement or any Order Form will survive any expiration or termination thereof. Upon termination, Above the Fold shall terminate Company's access to the network and shall not be required to furnish Company with any further access to any of its online networks or furnish or produce any additional reports.

## **12. Miscellaneous**

- 12.1. Public Announcements. The parties agree that any press release issued announcing Company's engagement of Above the Fold for Services shall be pre-approved in writing by both parties.
- 12.2. Force Majeure. Neither party will be liable to the other party by reason of any failure or delay in the performance of its obligations hereunder (other than any payment obligation) on account of strikes, shortages, fires, flood, storms, war, governmental action, labor conditions, earthquakes, interruptions in telecommunications services or web access, terrorism, or any other cause which is beyond its reasonable control.
- 12.3. Assignability. Neither party may assign or transfer this Agreement or any Order Form without the prior written consent of the other party, which consent will not be unreasonably withheld or delayed, except that either party may assign or transfer this Agreement and/or its rights and obligations hereunder, in whole or in part, to any corporate affiliate or to any successor (by sale of all or substantially all of the assets, merger, corporate reorganization or otherwise). Any purported assignment or transfer in violation of the foregoing shall be null and void.
- 12.4. Notices. Any and all notices or other communications or deliveries hereunder shall be in writing and shall be deemed given and effective on the earliest of (i) the date of transmission, if such notice or communication is delivered via facsimile at the facsimile number specified below prior to 4:30 p.m. (Utah time) on a non-holiday weekday (a "Business Day"), (ii) the next Business Day after the date of transmission, if such notice or communication is delivered via facsimile at the facsimile number specified below later than 4:30 p.m. (Utah time) on any day, (iii) the Business Day following the date of mailing, if sent by nationally recognized overnight courier service, (iv) the delivery date noted on the receipt, if delivered by certified or registered US Mail, return receipt requested, or (v) immediately, if sent by email, subject to confirmation of receipt. The addresses for such communications are specified below.
- 12.5. Severability. If any provision of this Agreement or its application to any person, party or entity or circumstance is held by a court with jurisdiction to be invalid or unenforceable, the remaining provisions, or the application of such provision to other persons, parties, entities or circumstances, will remain in full force and effect. Such a court may substitute therefor a suitable and equitable provision to carry out, so far as may be valid and enforceable, the intent and purpose of the invalid or unenforceable provision and, if such court will not do so, the parties will negotiate in good faith to agree upon such a provision. Any provision that is judicially unenforceable in any jurisdiction will not be affected with respect to any other jurisdiction.
- 12.6. Governing Law; Venue. This Agreement will be governed by the federal laws of the United States and the state laws of the State of Utah without regard to conflicts of law principles. Each party consents to the jurisdiction and venue of the Federal and Utah State courts sitting in Salt Lake County, Utah (and the appellate courts to which judgments of such Federal and State courts may be appealed), and agrees to commence any litigation hereunder in one of those courts. Each party

waives, to the fullest extent permitted by applicable law, any right it may have to a trial by jury in respect of any action, suit or proceeding arising out of or relating to this Agreement. Notwithstanding the foregoing, Company agrees that Above the Fold is entitled to seek and receive injunctive relief in any court or jurisdiction.

- 12.7. Remedies: Injunctive Relief. Unless otherwise expressly stated in this Agreement, all remedies available under or with respect to this Agreement are cumulative and in addition to all other remedies, if any, available at law or in equity. The prevailing party in any litigation between the parties arising out of this Agreement will be entitled to recover its reasonable legal expenses, including court costs and attorneys' fees and disbursements. Where Above the Fold has to refer unpaid payment obligations to a collection agency, costs of collection shall be paid by Company in addition to all other owed amounts. Each party acknowledges that if it breaches its obligations under Sections 4 or 5 above, the other party will be irreparably harmed, and that damages will be inadequate to compensate the other party for such breach. Accordingly, without limiting any other right or remedy of the nonbreaching party in respect of such a breach, the nonbreaching party will be entitled to injunctive relief with respect thereto.
- 12.8. Independent Contractor: No Third Party Beneficiaries. The parties are independent contractors. There are no third party beneficiaries of this Agreement.
- 12.9. Amendments and Waivers. Any amendments of this Agreement must be in writing and signed by both parties. No failure or delay in exercising any power, right, or remedy will operate as a waiver. A waiver, to be effective, must be written and signed by the waiving party. No course of dealing or practice will be used to interpret, supplement or alter in any manner the express written terms of this Agreement.
- 12.10. Entire Agreement. This Agreement and any and all executed Order Forms, together with any addendums thereto, if any, will constitute the entire agreement between the parties pertaining to the subject matter hereof and thereof, and all written or oral agreements, representations, warranties or covenants, if any, previously existing between the parties with respect to such subject matter are canceled. The headings of sections or other subdivisions of this Agreement will not affect in any way the meaning or interpretation of this Agreement. In the event of any conflict between the terms of this Agreement and any Order Form, the terms of this Agreement will govern, unless the Order Form both expressly provides otherwise and is signed by both parties.
- 12.11. Counterparts: Facsimile. This Agreement may be executed in counterparts, each of which will be deemed an original and will constitute one and the same agreement. In addition to any other lawful means of execution or delivery, this Agreement may be executed by facsimile signatures and delivered by the exchange of signature pages by means of telecopier transmission.
- 12.12. Outreach: We may occasionally use your contact information to send you information about Above The Fold or other information that may interest you. You give us permission to collect, store, use, disclose, and process any information you provide to us in connection with our relationship, including any information from your use of the Above The Fold websites or any third-party websites and software in connection with our relationship. We handle your contact information and any other personal information we receive from your use of the Above The Fold websites or otherwise collected during our relationship in accordance with the Above The Fold Privacy Policy.

Each party has read this Agreement, including any attachments and order forms executed herewith, and agrees to be bound by all the terms and conditions contained in this Agreement and such attachments and order forms.

COMPANY

ABOVE THE FOLD

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

**Above the Fold's Notice Address:**

Address: 183 East Scenic Peak Cove  
Draper, Utah, 84020  
Attn: CEO  
Fax:  
Email: [jessica@getabovethefold.com](mailto:jessica@getabovethefold.com)

with a copy to:  
Email: [julianne@getabovethefold.com](mailto:julianne@getabovethefold.com)

**Company's Notice Address:**

Name:  
Title:  
Address:  
Telephone:  
Fax:  
Email:

**With copy to:**

Name:  
Title:  
Address:  
Telephone:  
Fax:  
Email: