

Affiliation Agreement - General Terms and Conditions
Version: October 2025

1. Introduction

- 1.1. This Affiliation Agreement (the “**Agreement**”) contains the complete terms and conditions between ourselves, **MEGA UNIVERSE LIMITED**, a company organized under the laws of Hong Kong, with business registration number 70577562 (the “**Company**”, “**we**”, “**us**”) on the one part and the party submitting an application to participate as an affiliate (the “**Affiliate**”) in the affiliate program (the “**Affiliate Program**”) on the other part.
- 1.2. WHEREAS the Company and the Affiliate shall be hereinafter referred to separately as the “**Party**” and jointly as the “**Parties**”. The above expressions shall, where the context so permits, include receivers and managers and successors in title, and personal representatives in the case of legal persons.
- 1.3. WHEREAS the Company is the official partner of certain companies who provide online financial investments services (“**Partners**”), with regards to online marketing, advertising and promotion of the Partners services.
- 1.4. WHEREAS the present Agreement governs the contractual relationship between the Affiliate and the Company, by which the Affiliate can, subject to this Agreement, be remunerated for introducing Qualified Traders through promotion and/or marketing of the Site(s)/Website(s).
- 1.5. WHEREAS the Affiliate by marking the “**I have read and agreed to the Affiliation Agreement**” box (or similar wording) located at the Site(s), expressly consents to all the terms and conditions of this Agreement and affirms and acknowledges that it has read this Agreement in its entirety and agrees to be bound by all of its terms and conditions. If it does not wish to be bound by the present Agreement, it should not submit an application to the Affiliate Program.
- 1.6. NOW, THEREFORE, in consideration of the mutual covenants herein, intending to be legally bound, the **Parties** agree as follows:

2. Definitions

- 2.1. All definitions not specifically defined in the present Agreement shall have the meaning ascribed to them as follows:
 - (a) “**Affiliate**” means any person or entity that has successfully completed the Application/Registration Form, has received an Affiliate Account and Tracker ID and introduces Qualified Traders to the Partners.
 - (b) “**Affiliate Account**” means the uniquely assigned account that is created for each Affiliate. The Affiliate may use the Affiliate Account to review information about its Commissions, update its profile, select Banner(s) and/or Text Link(s). The Company reserves the right to add and/or remove any tools from the Affiliate Account at any time, at its sole and absolute discretion.
 - (c) “**Affiliate Program**” means the Partners Affiliate Program located at the Site(s).
 - (d) “**Application/Registration Form**” means an application/registration form located at the Site(s) for participation in the Affiliate Program. This constitutes an integral part of the present Agreement.
 - (e) “**Banner(s) and/or Text Link(s)**” means any graphics, pictures, animation, artwork or text that

an Affiliate uses to promote the Company's services and/or to hyperlink Qualified Traders to the Site(s) that are operated by the Partners and can be found in the Affiliate Account.

- (f) **"Affiliate Commission"** means the amount payable to the Affiliate, in accordance with the Compensation Plan, based solely and exclusively on the Company's data and calculations as specified in the Affiliate Account.
- (g) **"Marks"** means Trademarks, trade names, service names, Banners and Text Links, marketing tools, logos of the Company and/or Partners and its suppliers placed on the Trading Platform or otherwise used with respect to the Trading Platform or the Site(s) by the Partners and all similar proprietary rights, together with all translations, adaptations, derivations and combinations thereof, all applications, registrations and renewals in connection therewith, and all rights to corporate names, metatags and universal resource locators owned or used by the Company or Partners, and any other mark as may be used by the Company and/or Partners, from time to time.
- (h) **"Compensation Plan(s)"** means the Compensation Plan chosen by the Affiliate and approved by the Company based on which the Company, based on its own data, calculates Affiliate Commission.
- (i) **"False advertising"** means the use of confusing, misleading or blatantly untrue statements or unproven information when promoting the Partners services and products.
- (j) **"Fraud Traffic"** means any deposits, revenues or traffic generated through illegal means and/or in bad faith to generate false Affiliate Commission and/or defraud any of the Partners, regardless of whether or not it actually causes damage to the Company or to the Partners. Fraud Traffic includes, but is not limited to, Spam; Cold-Calling; performing actions which infringes the Client Agreement of any member of the Partners; False Advertising; chargeback by a Qualified Trader in relation to its deposit(s); deposits generated by stolen credit cards; collusion; manipulation or abuse of the system; creation of false accounts for the purpose of generating Affiliate Commission; unauthorized use of any third-party accounts, copyrights, trademarks, intellectual property; offering or providing unauthorized incentives (financial or otherwise) to potential Qualified Trader either directly or indirectly (including, without limitation, the sharing by the Affiliate of the Affiliate Commission).
- (k) **"Introduced Client(s)"** means any person referred to the Partners by the Affiliate that has the potential to become a Qualified Trader.
- (l) **"Mailers"** means any material used by an Affiliate in order to promote any activity related to the Partners or the Site(s) sent by e-mail.
- (m) **"Marketing Material"** means any of the websites, media buying, PPC, campaigns, Mailers, social networks campaigns and/or any other form used by Affiliate in advertising, marketing and promoting the Website(s), as pre-approved by the Company or any of the Partners.
- (n) **"Payment Account"** means the account detailed by the Affiliate as part of its application during the application/registration process.
- (o) **"Qualified Trader(s)"** means a distinct, unique Introduced Client, during the term of this Agreement, solely through the Tracking Link; provided that such Internet user: (i) is over the age of legal capacity in the applicable jurisdiction; (ii) accesses a Site directly through the Tracking Link, (iii) has not been an active client of the Company or the Partners before; (iv) is not located in a Restricted Country; (iv) signs up for Company's or the Partners services and makes the

minimum required deposit as may be required by the Partners from time to time; (v) the Company has collected from such user spreads' commissions in an amount of at least US\$30, or such other amount as shall be specified by the Company from time to time; (vi) has been verified and is accepted as a client by the Partner(s) under any applicable signup or identity verification procedure (KYC) and/or other procedures the Partner may require from time to time; (vii) has agreed to and accepted the Partners company's Client Agreement; (viii) is not involved in a Fraud Traffic; (ix) is not a computer generated user, such as a robot, spider, computer script or uses any other automated, artificial or fraudulent method and has answered the Partners company's phone call made to such Introduced Client's known contact details as provided in the Application/Registration Form; (x) has been approved by the Partner(s) AML department; (xi) is not a resident of the Restricted Countries; and (xii) has adequately fulfilled any other qualification criteria that the Partners may introduce from time to time at its sole discretion. It is hereby clarified that neither an Affiliate nor any of its Relative(s) are eligible to become Qualified Traders under such Affiliate's Tracker ID(s), and should Affiliate or any of its Relative(s) do so register, Affiliate will not be eligible to receive the applicable and/or pending Affiliate Commission or any other compensation whatsoever.

- (p) **"Relative(s)"** means any of the following: (i) any member of Affiliate's immediate family; (ii) any individual, corporation, partnership, joint venture, trust, and any other body corporate or unincorporated organization, directly or indirectly controlling, controlled by or under common control with Affiliate.
- (q) **"Restricted Countries"** means any of the jurisdictions/territories to which the Company or the Partners do not offer services to, as detailed in the applicable Partners member's Client Agreement, as amended from time to time.
- (r) **"Spam or Unsolicited Promotions"** means any SMS, emails, Mailers or any other electronic messages that are circulated by the Affiliate, directly or indirectly, including messages that are posted on social media networks, newsgroups, forums, chat boards and other types of online media and which: (i) are directed at third parties who have not consented in writing in advance to receiving promotional messages from such Affiliate; (ii) contain false or misleading statements; (iii) do not truthfully identify the source or the originating IP Address from which it was sent; or (iv) do not provide the recipient with an option to easily be removed from receiving future mailings or promotions.
- (s) **"Tracker ID"** means the unique Tracking ID that the Company provides exclusively to the Affiliate, through which the Partner(s) track and calculate Affiliate Commission.
- (t) **"Tracking Link"** or **"Tracking URL"** means the unique hyperlink that the Company or Partners provides exclusively to the Affiliate, enabling the Affiliate to refer Qualified Traders to the Site(s) and/or landing page(s), and enables the Partners to identify the Affiliate that has referred such Qualified Traders for the purpose of calculating Affiliate Commission.
- (u) **"Trademarks"** means all trademarks (registered and unregistered), service marks and logos displayed on the Site(s).
- (v) **"Site(s)"** or **"Website(s)"** means any of the Partners websites and landing pages that the Affiliate shall introduce Qualified Traders and agreed by the Company.

3. **Affiliate's Participation Conditions**

- 3.1. The Affiliate hereto represents that it has the full right, power, authority and capacity to enter into and be bounded by the terms and conditions of this Agreement and to fulfil its obligations under this Agreement, without the approval or consent of any other party and/or confirms that it is qualified under any applicable laws and/or regulatory requirements to offer the services that constitute the subject matter of this Agreement.
- 3.2. The Affiliate acknowledges that it is aware of the contents and understands the Partners' regulatory requirements, which may be modified from time to time, and agrees to operate in accordance with the terms and conditions of this Agreement.
- 3.3. The Affiliate shall always maintain all necessary registrations, authorisations, consents and licences to be enabled to fulfil its obligations under this Agreement and shall fully comply with all applicable laws and regulations (including but not limited to financial services regulations, data protection, trademark, copyright and anti-spamming rules) applicable directly to the Affiliate and/or to the jurisdiction in which the Affiliate resides and/or carries on business.
- 3.4. Upon the Partners' request, the Affiliate will be under an obligation to supply details and evidence of its status and business and of the licensing and/or authorisation requirements applicable to the Affiliate's activities.

4. Enrolment in the Affiliate Program

- 4.1. In order for someone to be eligible by the Partners to participate in the Affiliate Program, it must accurately and truthfully complete and submit the Application/Registration Form and accept this online Agreement (the "**Applicant**"). The Applicant (and prospective Affiliate) should notify the Company and/or Partners promptly in case of any changes in the information provided within the Application/Registration Form whilst the Applicant (and prospective Affiliate) must not use any aliases or other means in order to conceal its information and/or provide any misleading or inaccurate information.
- 4.2. The Applicant (and prospective Affiliate) hereby agrees to supply the Partners with sufficient identification and residential verification documentation, as these may be requested from time to time. This include, but is not limited to:

4.2.1. For physical persons:

- 4.2.1.1. A government-issued proof of identification (**POI**) displaying the Affiliate's (or prospective Affiliate's) photo, identity number, full name, date of birth, date of expiry. The POI must be a colour copy of your valid ID document (front & back), as needed. The POI can be one of the following:
 - 4.2.1.1.1. Passport;
 - 4.2.1.1.2. National Identity Card;
 - 4.2.1.1.3. Driving licence;
- 4.2.1.2. A residential verification document (**POR**), displaying the Affiliate's (or prospective Affiliate's) full name and address. The POR must be a colour copy, and must have been issued no longer than 6 months ago. The residential verification document must be issued by a financial institution, utility company, government agency or a judicial authority and can be one of the following:
 - 4.2.1.2.1. bank statement;
 - 4.2.1.2.2. credit card statement;
 - 4.2.1.2.3. electricity bill;
 - 4.2.1.2.4. water or gas bill;
 - 4.2.1.2.5. council tax bill;
 - 4.2.1.2.6. tax letter;

- 4.2.1.2.7. if only a P.O. box is available as residential address then a Declaration of Address should be provided or two (2) PORs issued by two (2) different institutions indicating the Affiliate's P.O. box;
- 4.2.1.2.8. landline telephone bill (NOT mobile telephone bills);
- 4.2.1.2.9. television services bill;
- 4.2.1.2.10. internet bill;
- 4.2.1.2.11. ID document which states the address and has NOT already been used as POI and has been issued no longer than 6 months ago;
- 4.2.1.2.12. bank reference letter;

4.2.2. For legal entities:

- 4.2.2.1. A POI and a POR, as provided in sections 4.2.1.1. and 4.2.1.2 respectively, should be provided for the natural person(s) acting on behalf of the Affiliate and the natural person(s) who are the beneficial owners and the natural person(s) who exercise control over the Affiliate.
- 4.2.2.2. Documents and Data for the identification and verification of the following information:
 - 4.2.2.2.1. Registered number;
 - 4.2.2.2.2. Registered corporate name and trading name used (if any);
 - 4.2.2.2.3. Full addresses of the registered offices and the head offices;
 - 4.2.2.2.4. Telephone numbers, fax numbers and e-mail address;
 - 4.2.2.2.5. Members of the board of directors;
 - 4.2.2.2.6. The individuals that are duly authorised to operate the Affiliate Account and to act on behalf of the Affiliate/legal person;
 - 4.2.2.2.7. The beneficial owners of private companies and public companies that are not listed in a regulated market of a European Economic Area country or a third country with equivalent disclosure and transparency requirements;
 - 4.2.2.2.8. The registered shareholders that act as nominees of the beneficial owners.
- 4.2.2.3. For the verification of the information listed in point 4.2.2.1 and 4.2.2.2 above the following corporate documents or similar nature corporate documents of the Affiliate/legal person should be provided:
 - 4.2.2.3.1. Certificate of Incorporate and Certificate of Good Standing;
 - 4.2.2.3.2. Certificate of Registered Office;
 - 4.2.2.3.3. Certificate of Directors and Secretary;
 - 4.2.2.3.4. Certificate of Registered Shareholders;
 - 4.2.2.3.5. Memorandum and Articles of Association;
 - 4.2.2.3.6. A resolution of the Board of Directors of the Affiliate for the opening of the Affiliate Account and granting authority to those who will operate it;
 - 4.2.2.3.7. In the cases where the registered shareholders act as nominees of the beneficial owners of the Affiliate, a copy of the trust deed/agreement concluded between the nominee shareholder and the beneficial owner, by virtue of which the registration of the shares on the nominee shareholder's name on behalf of the beneficial owner has been agreed.

4.2.3. For Unincorporated Businesses, Partnerships and other persons with no legal substance:

- 4.2.3.1. A POI and a POR, as provided in sections 4.2.1.1. and 4.2.1.2 respectively, should be provided for the natural person(s) acting as directors, partners, beneficial owners and other natural person(s) who are authorised to manage the Affiliate Account and
- 4.2.3.2. Documentary evidence of the head office address of the business.
- 4.2.3.3. In case of partnerships, the following documents and data should be provided:
 - 4.2.3.3.1. partnership's registration certificate and
 - 4.2.3.3.2. formal partnership agreement, if any and
 - 4.2.3.3.3. mandate from the partnership authorising the opening of the Affiliate Account and confirming authority to a specific person who will be responsible for its operation.

- 4.3. The Applicant (and prospective Affiliate) must supply the Company and the Partners with truthful, accurate and complete information, as these may be requested from time to time, about it and/or its activities and/or its blog and/or its website and/or its social media profile and/or any other information directly and/or indirectly related to this Agreement and notify the Partners promptly in case of any changes.
- 4.4. The Applicant (and prospective Affiliate) must supply the Company and Partners with sufficient proof of ownership of its blog and/or website and/or social media profile as these may be requested by the Partners or anyone on its behalf from time to time.
- 4.5. The Company will evaluate the Applicant's completed Application/Registration Form in good faith and will notify the Applicant of the Company's acceptance or rejection in a timely manner. If for any reason, the Applicant's application is rejected, the Applicant may reapply only once it has rectified the issues which had been identified by the Company as the cause(s) of its rejection. The Company may reject an Applicant's application at its sole discretion for any reason. The Applicant shall have no right to appeal any decision by the Company to reject its application.
- 4.6. The Company reserves the right to perform background checks on the Applicant (and prospective Affiliate) and requests that it provides the Company with further documentation, for any reason, including (but not limited to) any investigation into its identity and registration details. The Company is under no obligation to inform the Applicant (and prospective Affiliate) that such investigation is taking place. In the event that the Company's requests for information and/or documents have been completely and/or partially ignored, or if the Company suspects that the documents have been tampered with, or are in any way misleading or misrepresenting, the Company shall be under no obligation to accept such documents as valid and the Company may withhold any past or future Affiliate Commission which have accrued or which shall accrue to the Affiliate's benefit as well as reject an Applicant's Application/Registration Form and terminate the present Agreement with immediate effect.

5. Electronic signature and acceptance of Agreement

- 5.1. The Affiliate hereby acknowledges and agrees that is entering into a legally binding contract and thus fully agrees to abide by and to be bound by all the terms and conditions set out in this Agreement, as they may apply, (a) by completing and submitting the Application/Registration Form to the Company and by clicking the box entitled "**I have read and agreed to the Affiliation Agreement**" or any similar buttons or links as may be designated by the Partners on the Site(s), and/or (b) by continuing to access or use the Sites(s), and/or (c) by introducing clients to the Site(s), and/or (d) by accepting any Affiliate Commission from the Partners.
- 5.2. If the Affiliate is a company or a legal entity, then the person agreeing to this Agreement on behalf of that company or entity hereby represents and warrants that it is authorized and lawfully able to bind that company or entity to this Agreement.
- 5.3. The Affiliate hereby agrees to waive any rights and/or requirements under any laws or regulations in any jurisdiction which require an original (non-electronic) signature or delivery or retention of non-electronic records, to the extent permitted under applicable mandatory law.

6. Commencement

- 6.1. This Agreement will bind the Parties on the day of approval of the Affiliate by the Partner(s) ("**Commencement or Effective Date**") and will remain effective unless and/or until terminated according to clause 15 below herein.

7. Affiliate's Services

- 7.1. Upon the Partners' approval of the Affiliate and throughout the relationship of the Parties, the Partner(s) agrees to grant to the Affiliate a non-exclusive and non-transferable right to introduce Qualified Trader(s) to the Site(s), subject to the terms and conditions of this Agreement.
- 7.2. This Agreement shall not be interpreted as granting the Affiliate exclusive right(s) and/or privilege(s) and/or license(s) to promote and/or market the Partners services, and the Affiliate acknowledges and agrees that the Partners has the right to contract, in relation to the subject matter stated herein, with other Affiliates. The Affiliate shall have no claims to Affiliate Commission originated from Qualified Traders not referred solely by it.

8. Marketing Materials

- 8.1. The Affiliate's Marketing Materials shall comply with the guidelines provided by the Partners from time to time and the restrictions and requirements set forth in clauses 8.4, 8.5, and 8.6 below. The Affiliate hereby agrees to refrain from marketing Marks via email, search engine marketing, display advertising, cost per impression advertising, or social media, without obtaining prior written consent by the Company and/or Partners.
- 8.2. Prior to the Affiliate's use and/or amendment of any Marketing Materials including new and/or amended marketing campaigns, the Affiliate is obliged to supply to the Partners a sample for its review and approval. The Marketing Material may be used by the Affiliate only upon receiving the explicit written approval by the Partners, which may be denied at the Partners' sole and exclusive discretion.
- 8.3. In the event that the Affiliate makes use of any Marketing Material not approved by the Partners, the Partners shall have the right, in addition to any other right or remedy available to it under this Agreement or applicable law, to render the Tracking URL assigned to such Affiliate inoperative, and immediately block the Affiliate's access to the Affiliate Program and deny any Affiliate Commission. The Affiliate hereby irrevocably waives any claim or demand against the Company and/or the Partners, its directors, officers, shareholders, employees and/or against the Site(s) in respect of such action taken by the Company and/or the Partners.
- 8.4. The Affiliate hereby agrees and acknowledges that the Partners has the right to review from time to time its Marketing Material (but shall in no way be obligated to do so). The Affiliate will be under an obligation to immediately comply with all of the instructions provided by the Partners with respect to the Marketing Material and/or Banner(s) and/or Text Link(s) and it shall immediately make any and all required and/or requested changes and/or modifications and/or alterations and/or amendments following the conclusion of the review. The abovementioned review conducted by the Partners, shall in no way be deemed to constitute and/or infer approval of the Marketing Material on behalf of the Partners and/or serve as a confirmation that the Marketing Material complies with the terms of this Agreement and/or with applicable laws and regulations.
- 8.5. The Affiliate hereby acknowledges that the Company shall from time to time undertake reviews of its Marketing Material and agrees that the Company has the right to request and/or demand the implementation of the requested and/or demanded amendments and/or alterations in the Marketing Material by the Affiliate.
- 8.5.1. Further to the above, and upon receipt of such instruction (by email) from the Partners, the Affiliate acknowledges that the requested amendments and/or alterations shall be implemented and/or adopted by it within a period of fifteen (15) days from the day the email was sent to it.
- 8.5.2. Upon expiration of the mentioned fifteen (15) days, and if the Affiliate did not comply fully with the Company's instructions, the Company shall send a reminder email to the Affiliate for the implementation of the demanded and/or requested amendments and/or alterations, allowing the Affiliate up to one (1) week scope to implement the aforementioned amendments and/or alterations.

- 8.5.3. Following the lapse of the extension period and provided that the Affiliate fails to implement and/or adopt all or any of the demanded and/or requested alterations, notice for termination of this Agreement will be sent by the Partners to the Affiliate, informing the Affiliate that if no action is taken within the next five (5) business days the respective company will proceed with its right to terminate this Agreement.
- 8.5.4. Final termination email will be sent to the Affiliate by the Company one (1) week following the sent date of the third email and no later than one (1) month from the sent date of the first email.
- 8.5.5. The Affiliate hereby acknowledges and agrees that the sending of the final email by the Company constitutes an unequivocal confirmation that the Company has terminated this Agreement.
- 8.5.6. Provided that the Affiliate implements the requested and/or demanded changes following the sent date of the fourth email the Affiliate agrees and acknowledges that the Company will have the right to unilaterally decide whether or not to continue the cooperation with the Affiliate on the basis of a new Affiliation Agreement as per clause 4.6.
- 8.6. The Affiliate hereby acknowledges and agrees that any failure and/or omission and/or negligence on behalf of the Company to comply with paragraph 8.5, does not waive the Affiliate's obligation to comply with the said paragraph. Moreover, the Affiliate acknowledges and agrees that the timeframes and/or rules outlined in paragraph 8.5, may be subject to changes and/or alterations and/or amendments by the Company at its sole discretion.

9. Provision of Tracking Link

- 9.1. Subject to the Company's acceptance of the Affiliate and the continued compliance with the terms and conditions of this Agreement, the Company shall make available to the Affiliate, the Banner(s) and/or Text Link(s) which it may display on its websites. The Tracking Link will serve to identify the Affiliate as a member of the Affiliate Program and will establish a connection from its websites to the Site(s).
- 9.2. The Affiliate shall not use any other method or means to display the Banner(s) and/or Text Link(s) other than those described in this Agreement and clause 9.1.
- 9.3. The Affiliate will fully co-operate with the Company in establishing and maintaining the Banner(s) and/or Text Link(s).
- 9.4. The Affiliate shall not alter, modify and/or change and/or amend the Banner(s) and/or Text Link(s) in any way, which includes but is not limited to changing of the graphics and/or images contained in such Banner(s) and/or Text Link(s).
- 9.5. If the Company determines at its sole discretion that the Affiliate has not been using any Banner(s) and/or Text Link(s) in compliance with this Agreement and/or with any relevant laws and/or regulations, then the Company may take all necessary actions to render such Tracking Links inoperative.
- 9.6. The Affiliate shall not use the Banner(s) and/or Text Link(s) or advertise and/or promote and/or market any of the Partners' Site(s), software, application or portal which infringes any right(s) of any third party, including but not limited to intellectual property rights.
- 9.7. If the Affiliate breaches and/or violates any of the clauses 9.1-9.6 (inclusive), the Company shall be entitled to terminate this Agreement immediately and withhold any Affiliate Commission generated before and/or after and/or in connection with such breach and/or violation.

10. Affiliate Commission

- 10.1. Compensation Plan: Subject to any applicable regulation, the Applicant will be offered with a suitable Compensation Plan, determined by the Company, at its sole discretion.

10.2. The Company's Compensation Plans can be found online and include the following:

10.2.1. Commission per Acquisition Plan ("CPA"): The Affiliate Commission for each Qualified Trader referred by an Affiliate to the Site(s) shall be specified on the Affiliate Account, as updated from time to time at the Company's sole and absolute discretion.

10.2.2. Profit Sharing Plan ("PSP"): The Affiliate Commission shall be a cash amount equal to that percentage out of the Net Trading Profit (as such term is defined by the Partners, at its sole discretion) of the Qualified Traders referred by and tracked to such Affiliate. The percentage shall be specified on the Affiliate Account as updated from time to time at the Company's sole and absolute discretion.

10.3. The Company reserves the right, at its sole and absolute discretion, to change, modify, add or remove, any Compensation Plan at any time and at its sole and absolute discretion, by sending such Affiliate a notice to such effect by e-mail. In the event Affiliate does not agree to such change, it shall notify the Company by return e-mail within three (3) days of receiving such notice from the Company, and the Agreement shall terminate immediately. In the event Affiliate does not notify the Company within three (3) days from the notice, it shall be deemed as an approval by the Affiliate to such change in the Compensation Plan.

10.4. In addition to any other terms and conditions set forth anywhere in this Agreement or under applicable law, the Affiliate shall not be entitled to receive any Affiliate Commission for any Introduced Client unless and until such Introduced Client has been approved and qualified by the Partners as a Qualified Trader.

10.5. Subject to any limitations provided under this Agreement, the Company will be responsible for the payment of any Affiliate Commission earned by the Affiliate in a calendar month, provided that the Affiliate's account balance exceeds EUR100. If the Affiliate's account possesses a balance of less than EUR100, the Company shall be entitled to carry forward and set off such negative amount against all future Commissions, which would otherwise be payable to the Affiliate, until the negative balance is set off in full. The Company reserves the right to charge back to the Affiliate's account any previously paid Affiliate Commission based on Qualified Traders that is later determined by the Company as not constituting to Qualified Traders.

10.6. Following the end of every calendar month, the Company shall inform the Affiliate of the Affiliate Commission payable to it with respect to the previous month and subject to its compliance with the terms of this Agreement the Company shall remit payment of the Affiliate Commission to the Affiliate against a duly issued tax invoice.

10.7. All determinations of Qualified Traders and Affiliate Commissions shall be made by the Partners at its sole discretion. In the event that the Affiliate disputes in good faith any portion of the Affiliate Commission to be paid, the Affiliate must submit such dispute to the Company in writing by email and in sufficient detail within five business (5) days of the date the email in section 10.6 was received. If the Affiliate does not dispute the Affiliate Commission within such period, then the Affiliate agrees that it irrevocably waives any claims based upon that invoice. In the event that the Parties are unable to resolve such payment within five business (5) days of the commencement of the Company's receipt of notice of the dispute, then the Company's determinations of the Qualified Traders and the Affiliate Commission shall govern in such dispute.

10.8. Without derogating from the rights of the Company under this Agreement and/or by law, if the Affiliate has an outstanding balance due to the Company under any other agreement between the Affiliate and the Company, whether or not related to the Affiliate Program, the Affiliate agrees that the Company may offset any such amounts due to the Company or any from amounts payable to the Affiliate under this Agreement.

10.9. Payments of Affiliate Commission shall be made directly to the Affiliate as per its preferred payment method and to the account detailed by it during the application/registration process (the "**Payment Account**"). It is

the Affiliate's responsibility to ensure that the details provided by it are both accurate and complete. The Company will have no obligation whatsoever to verify the accuracy and completeness of such details.

- 10.10. If such Payment Account details are incorrect or incomplete or the Affiliate has failed to update its details and as a result its Affiliate Commission is paid to an incorrect Payment Account, the Partners shall no longer be liable to the Affiliate for any such Affiliate Commission. Should the Company not be able to transfer any Affiliate Commission payment for three (3) consecutive months as a result of any incomplete or incorrect details of the Affiliate's Payment Account or for any other reason beyond the control of the Company, the Company reserves the right to withhold any such Affiliate Commission payments and will no longer be liable to pay such Affiliate Commission.
- 10.11. The Company shall be entitled to set-off from the amount of the Affiliate Commission to be paid to the Affiliate any associated costs of the transfer of such Affiliate Commission.
- 10.12. If the Affiliate Commission generated in any calendar month is less than \$100 (the "**Threshold Sum**"), we shall not be obliged to pay such amount until the Affiliate Commission generated in aggregate is greater than the Threshold Sum.
- 10.13. The Company reserves the right to reduce the Affiliate Commission relating to a specific Site in the event that it did not introduce any Qualified Traders on such Site or through the account associated with such Site, in three (3) consecutive calendar months.
- 10.14. If an error is made in the calculation of the Affiliate Commission, the Company reserves the right to correct such calculation at any time and to reclaim from the Affiliate any overpayment made by the Company to the Affiliate (including, without limitation, by way of reducing future Affiliate Commission which might otherwise be due to the Affiliate from the Company, from time to time).
- 10.15. The Company reserves the right to reduce the Affiliate Commission pursuant to any reason described in this Agreement.
- 10.16. The Partners reserves the right, at its own discretion, to immediately cease any or all marketing efforts in certain jurisdictions and will not be liable to pay the Affiliate any Affiliate Commission which has accrued to the Affiliate's benefit that is attributable to such jurisdictions, without notice to the Affiliate.

11. Affiliate's Obligations

- 11.1. The Affiliate is solely responsible for the development, operation, and maintenance of all its Marketing Material, and all content on/or linked to its Marketing Material, however this shall not include the Banner(s) and/or Text Link(s).
- 11.2. Upon the Company's request, the Affiliate shall be under an obligation to remove immediately and without any undue delay from any Marketing Material any content referencing the Partners including the Tracking Link(s) and Banner(s) and/or Text Link(s).
- 11.3. The Affiliate may only use the Banner(s) and/or Text Link(s) provided to it directly by the Company that are available through the Affiliate Program. The Affiliate will be under an obligation to immediately remove any outdated Banner(s) and/or Text Link(s) upon Company's first request.
- 11.4. The Banner(s) and/or Text Link(s) must link to the Site(s) and/or Partners' landing pages and/or any other web-page that was preapproved in writing by the Company.

- 11.5. The Affiliate hereby acknowledge that its conduct has the potential to cause substantial damage to the Partners including its reputation and goodwill, and is therefore under an obligation to consider at all times the goodwill and reputation of the Partners and to act in an appropriate manner.
- 11.6. The Affiliate is under an obligation to ensure that its Marketing Material, which includes but is not limited to all materials and content contained therein: (i) is not illegal or unlawful, (ii) do not infringe any proprietary right of any third party which includes but is not limited to intellectual property or personal rights of any third party; and (iii) do not contain or link to any material which the Partners deems is in any way threatening, defamatory, obscene, harassing, or racially, ethnically or otherwise objectionable, which by way of example only, might mean that it contains any content which: (a) is unlawful; (b) is harmful, threatening, libellous defamatory, obscene, harassing or otherwise objectionable; (c) promotes violence or discrimination (whether based on sex, religion, race, ethnicity, nationality, disability or age); (d) promotes or encourages any unlawful or illegal activities; (e) is profane; or (f) is politically sensitive or controversial (collectively, "**Objectionable Content**"). If the Partners deems that the Marketing Material of the Affiliate contains any Objectionable Content, the Partners may reject the Affiliates application to the Affiliate Program and/or terminate this Agreement with immediate effect and/or withhold any past and/or future Affiliate Commission which have accrued and/or which shall accrue to the Affiliate's benefit.
- 11.7. The Affiliate hereby acknowledges and agrees that it is under an obligation to safeguard that its Marketing Material: (i) complies with all applicable laws, regulations, codes of conduct, rules, conditions and directives as well as other legal requirements that govern the manner in which it may operate and market and advertise services and products (these include, consumer protection laws, fair marketing rules, etc.); and (ii) does not contain any spyware, adware, Trojans, viruses, worms, spybots, keyloggers, malware or other unwanted threats. If at any time the Partners determines that the Affiliate has breached this clause, the Partners reserves the right to terminate this Agreement and the Affiliate's participation in the Affiliate Program with immediate effect and/or withhold any past and/or future Affiliate Commission which have accrued and/or which shall accrue to the Affiliate's benefit.
- 11.8. Anti-Spam Policy: Further to the above, the Affiliate must strictly comply with the federal CAN-SPAM Act of 2003 (the "Act"). All emails sent in connection with the Affiliate Program must include the appropriate party's opt-out link. From time to time, the Company may request - prior to Affiliate's sending emails containing linking or referencing the Affiliate Program - that the Affiliate submit the final version of its email to the Company for approval. It is solely the Affiliate's obligation to ensure that the email complies with the aforementioned Act. The Affiliate agrees not to rely upon the Company's approval of its email for compliance with the Act, or assert any claim that it is in compliance with the Act based upon the Company's approval.
- 11.9. The Affiliate hereby agrees that it is under an obligation to immediately comply with all instructions and/or guidelines provided by the Partners and/or published on the Affiliate Program in relation to the Affiliate's activities in promoting the Site(s). If the Affiliate is in breach of the foregoing, the Partners reserves the right to immediately terminate this Agreement and the Affiliate's participation in the Affiliate Program and/or withhold any past and/or future Affiliate Commissions which have accrued and/or which shall accrue to the Affiliate's benefit.
- 11.10. The Affiliate hereby undertakes to indemnify and hold the Partners, its affiliates and their respective directors, officers, members, employees, representatives and advisors harmless from all claims, damages, and expenses (including, without limitation, legal fees and expert witness fees) arising from the development, operation, maintenance of its Marketing Material and/or its websites or any materials, products or services linked to the direct or indirect performance of its obligations under this Agreement.
- 11.11. The Affiliate hereby undertakes not to make any representations, warranties or undertakings in connection with the Company or the Partners or make any other statements concerning the Partners or the Affiliate Program or any of the Partners' respective products or services, except as expressly authorized herein.

- 11.12. The Affiliate is under an obligation to ensure that the Marketing Material does not copy or resemble the look and feel of the Site(s), create the impression that it is part of the Site(s) or create the impression that the Affiliate's Marketing Material is endorsed by the Partners or the Affiliate Program, without prior written permission from the Company and/or the Partners.
- 11.13. The Affiliate acknowledges and agrees that none of its Marketing Material will contain any content of the Site(s) or any materials which are proprietary to the Company or the Partners, unless permitted in writing by the Company and/or the Partners.
- 11.14. The Affiliate is under an obligation to comply with all the: (i) obligations, requirements and restrictions under this Agreement; and (ii) laws, rules and regulations as they relate to its business, its Marketing Material or its use of the Banner(s) and/or Text Link(s).
- 11.15. The Affiliate is under an obligation to comply with the terms, conditions, guidelines and policies of any third party service providers used by the Affiliate in connection with the promotion and/or marketing of the Banner(s) and/or Text Link(s), including but not limited to, email marketing providers, social networking services and ad networks.
- 11.16. The Affiliate shall always prominently post on its websites which make up part of the Marketing Material and make available to end-users by a link on its emails which make up part of the Marketing Material, (which shall be made available to end-users prior to the collection of any personally identifiable information), sufficient (as determined by the Partners' compliance department, at its sole discretion) risk disclaims and a privacy policy which complies with all applicable laws, regulations and directives and that clearly and thoroughly discloses all information collection, use and sharing practices, including but not limited to providing for the collection of such personally identifiable information by the Partners in connection with the Affiliate Program and the Site(s) and the provision of such personally identifiable information to the Partners.
- 11.17. The Affiliate hereby agrees not to place any Banner(s) and/or Text Link(s) on any online auction platforms (i.e. eBay, Amazon, etc.).
- 11.18. The Affiliate hereby recognises his obligation not to: (i) allow any third party to use its Affiliate Account, password or identity to access or use the Affiliate Program through its account; and (ii) reveal its account username or password to any person and it shall take all steps to ensure that such details are not revealed to any person. The Affiliate is under an obligation to inform the Company immediately if it suspects that its account is being misused by a third party and/or any third party has access to its account username or password.
- 11.19. Subject to the provision in clause 11.17, the Affiliate is fully responsible for any activities undertaken on its account by a third party. The Company shall not be held accountable for any activities undertaken on the Affiliate's account by a third party or for any damages that may arise therefrom.
- 11.20. The Affiliate hereby agrees and acknowledges that it is prohibited from registering a domain name that includes, incorporates or consists of the Marks or any domain name that is confusingly similar to such Marks. In addition, with the execution of this Agreement and as a continuing obligation throughout this Agreement the Affiliate is under a duty to inform the Company of any domain names it owns and which are in breach of the foregoing. Once the Company becomes aware that the Affiliate has registered such domain name, the Affiliate will be under an obligation to transfer the domain name to the Company or to the Partners, at its own cost, as soon as instructed by the Company. The obligation of the Affiliate expressed in this clause, namely to transfer the domain names shall include also those domain names which the Affiliate has registered prior to becoming an Affiliate in the Affiliate Program. The Affiliate shall not allow the domain name to lapse prior to the domain name being transferred to the Company or the Partners or the nominated company.

The Affiliate agrees that the Company may, in its sole discretion, withhold all Affiliate Commission payments that may be due to it until the domain name is transferred.

- 11.21. The Affiliate shall refrain from marketing the Site(s) in any way which might compete with the Company's own marketing efforts, unless the Affiliate has received written approval from the Company permitting it.
- 11.22. The Affiliate acknowledges that it is under an obligation to refrain from any Pay-Per-Click (PPC) advertising, purchase or register keywords, search terms or other identifiers for use in any search engine, portal, sponsored advertising service or other search or referral service, which are identical or similar to the Marks. In addition, the Affiliate may not use the Marks in HTML coding (including but not limited to 'meta tags', 'meta descriptions', 'meta content', 'page titles' and 'titles').
- 11.23. In case the Affiliate breaches any of the foregoing provisions outlined in clause 11.1-11.22 (both inclusive), the Company will have the right to terminate this Agreement immediately and retain for its own account any Affiliate Commission accrued to the Affiliate's benefit at such time and thereafter.
- 11.24. The Affiliate hereby agrees that it is under an obligation to ensure that it does not place any Banner(s) and/or Text Link(s) anywhere aimed at persons under the age of 18 years or, if the Marketing Material is so prohibited by the applicable laws in a relevant jurisdiction, to anyone who is not at an age where they can lawfully participate.
- 11.25. The following additional program-specific terms shall apply to any promotional and/or marketing campaigns which the Affiliate's undertakes as set forth below:
- 11.25.1. Email Campaigns:
- 11.25.1.1. The Affiliate shall not use any unsolicited or spam emails to promote the Site(s) or the services provided through the Site(s) and any and all such emails shall be conducted in accordance with all applicable laws, regulations and directives, including without limitation those relating to proper and fair electronic marketing.
- 11.25.1.2. Prior to sending any emails which market and/or promote the Site(s), the Affiliate must download the suppression list from the Offers section of Affiliate Program. The Affiliate must filter its email list by removing any email addresses appearing on the suppression list from its database of emails and it may only send emails to the email addresses which do not appear on the suppression list. If any opt-out requests come directly to the Affiliate with regards to opting out of receiving any emails, the Affiliate undertakes to immediately forward them to the Partners at info@mega-universeltd.com or at any other email address which the Company may notify from time to time. The Affiliate will keep in strict confidence the suppression list and it will only use it for the purposes stated herein (for the avoidance of doubt, you may not mail or market the suppression list to any third party). In addition, you will provide the Company with a suppression list of email address containing unsubscribe requests in accordance with applicable legislation and regulation.
- 11.25.1.3. Without derogating from any other rights or remedies which the Partners may possess, the Affiliate agrees that its failure to comply with Sections 11.24.1.1 and/or 11.24.1.2 may result in the Partners: (i) setting off or charging the Affiliate for all claims, damages, expenses, costs, fines incurred or suffered by us in relation to this matter; and/or (ii) terminating the Agreement and the Company retaining all Affiliate Commission which has accrued and which will accrue in the future.
- 11.25.1.4. In the event that the Company receives a complaint that the Affiliate has been sending spam messages, the same Affiliate hereby agrees that the Company may provide to the party making the complaint any details (which may contain your personally identifiable information) required for the complaining party to contact you directly in order for you to resolve the

complaint. You hereby warrant and undertake that you will cease sending spam messages and make every effort to resolve the complaint.

11.25.2. Advertising Campaigns:

11.25.2.1. No Links can appear to be associated with or be positioned on any chat rooms or bulletin boards unless our prior written consent is obtained by you. Any pop-ups/unders used on the Affiliate Media shall be clearly identified as Affiliate served in the title bar of the window and any client-side ad serving software used by Affiliate shall only have been installed on an end-user's computer if the function of the software is clearly disclosed to end-users prior to installation, and affirmatively accepted by the end user via a user friendly end user license agreement made available to the end user prior to installation and the software can be easily removed according to generally accepted methods.

11.25.2.2. If you are in breach of the foregoing, we reserve the right to immediately terminate this Agreement and your participation in the Affiliate Program and/or withhold any past or future Commissions which have accrued or which shall accrue to your benefit.

11.25.3. Affiliate Network Campaigns:

11.25.3.1. If you maintain, operate or own an affiliate network (the "**Network**") you agree that if you place the Links on such Network for access and use by third parties of the Network (each a "**Third Party Affiliate**") the Affiliate agrees that it will expressly forbid any Third Party Affiliate to modify the Links in any way. The Affiliate agrees to maintain its Network according to the highest industry standards. In addition, the Affiliate shall not permit any party to be a Third Party Affiliate whose web site or business model involves content containing Objectionable Content. All Third Party Affiliates must be in good standing. The Affiliate must require and confirm that all Third Party Affiliates affirmatively accept, through verifiable means, this Agreement prior to obtaining access to the Links.

11.25.3.2. The Affiliate shall promptly terminate any Third Party Affiliate who takes, or could reasonably be expected to take, any action that violates the terms and conditions of this Agreement. In the event that either we or the Affiliate suspects any wrongdoing by a Third Party Affiliate, the Affiliate shall promptly disclose to us the identity and contact information of such Third Party Affiliate. The Affiliate shall promptly prevent any Third Party Affiliate from using the Links upon written notice from us.

11.25.3.3. The Affiliate shall remain liable for all acts or omissions of any Third Party Affiliate and/or for any breach of the terms of this Agreement by the Third Party Affiliate that if done by the Affiliate would be a breach of the terms of this Agreement.

12. The Company's Rights and Obligations

12.1. The Company has the right to monitor the Affiliate's activities and websites to ensure that the Affiliate is adhering to the terms and conditions of this Agreement and the Affiliate shall provide the Company with access to all data and information (including passwords) to enable the Company to perform such monitoring at no charge.

12.2. The Company shall administrate the turnover generated via the Tracking Link(s), record the Qualified Traders' activities and the total amount of the Affiliate Commission earned via the Tracking Link(s), provide the Affiliate with performance statistics online, and handle all customer services related to the business.

12.3. If the Company suspects any Fraud Traffic, the Company has the right to suspend the Affiliate Commission for up to 180 days while the Company investigates and verifies the relevant transactions. The Company is not obliged to pay Affiliate Commission for a Qualified Trader who is not duly verified and/or is suspected of being involved with Fraud Traffic. If the Company determines any activity as constituting as Fraud Traffic, then Company may in its sole discretion:

- 12.3.1. pay the Affiliate Commission in full;
- 12.3.2. recalculate the Affiliate Commission in light of such suspected Fraud Traffic; and/or
- 12.3.3. cancel the Affiliate Commission in respect of Fraud Traffic (as appropriate).

- 12.4. The Company reserves the right to reduce the Affiliate Commission if it is reasonably satisfied that the Affiliate reduces efforts to recruit new Qualified Traders. The Affiliate's reduced or suspended promotion of the Site(s) will be treated by the Company as termination of this Agreement.
- 12.5. The Partners reserves the right, at its sole discretion, to immediately cease any or all marketing and/or promotion efforts in certain jurisdictions and will not be liable to pay any Affiliate Commissions which have accrued to the Affiliate's benefit that are attributable to such jurisdictions, without giving notice to the Affiliate.

13. Confidentiality

- 13.1. The Affiliate acknowledges and except as otherwise provided in this Agreement, agrees that all information, including, without limitation, business and financial information, customer and vendor lists, introduced Clients' lists and pricing and sales information, concerning the Company and/or the Partners which is made available to the Affiliate as a result of its participation in the Affiliate Program belongs to the Company and/or the Partners and the Affiliate undertakes the obligation to keep all such information strictly confidential and secret and it shall not disclose such information to any third party nor utilize such information, directly or indirectly, for any purpose other than for its participation in the Affiliate Program, except and solely to the extent that any such information is generally known or available to the public through a source other than the Affiliate Program. The Affiliate shall not use any information obtained from the Affiliate Program to develop, enhance or operate a service that in any way resembles or competes with the Affiliate Program, or assist another party to do the same.
- 13.2. The Affiliate acknowledges and agrees that Company is entitled to disclose any of the Affiliate's information and/or identity, in the event that such information is required by any regulatory authority or law.

14. Limited License & Intellectual Property

- 14.1. Subject to the terms of this Agreement, the Partners grants to the Affiliate, a revocable, non-exclusive, non-transferable, non-assignable, non-sub-licensable limited right/license to display on such Affiliate's website(s) the Marks, the Banner(s) and/or Text Link(s) provided by the Company to the Affiliate for the sole purpose of providing a link from such Affiliate's website to the Site(s). Unless otherwise approved in advance in writing by the Company, the Affiliate may not promote, either directly or indirectly, any of the Marks. No framing of any webpage of any of the Site(s) is permitted either by the Affiliate or by any third party and/or Relative acting on its behalf. The Affiliate agrees that the Company has the right to revoke the Affiliate's license anytime by giving it written notice whereupon it shall immediately destroy or deliver up to us all Links that are in its possession.
- 14.2. The Affiliate, and/or anyone on the Affiliate's behalf (including Relative), shall not assert the invalidity, unenforceability, or contest the ownership of any of the Marks in any action and/or proceeding of whatever kind or nature, and shall not take any action that may prejudice the Partners' rights in the Marks, render the same generic, or otherwise weaken their validity or diminish their associated goodwill.
- 14.3. The Affiliate may not alter, modify, manipulate or create derivative works of the Banner(s) and/or Text Link(s) and/or any graphics, creative, copy or other materials owned by the Partners, or which is licensed to the Partners in any way.
- 14.4. The Affiliate is only entitled to use the Banner(s) and/or Text Link(s) if it is a member in good standing of the Affiliate Program.

- 14.5. The Affiliate hereby acknowledges that it is not permitted to use the Marks, Banner(s) and/or Text Link(s) in any manner that is disparaging or that otherwise portrays the Partners or anyone else negatively.
- 14.6. The Partners reserves all intellectual property rights in the Marks, Banner(s) and/or Text Link(s), including, Trademarks, service marks, copyrights, patents or trade secrets provided on or through the Affiliate Program.
- 14.7. The Affiliate hereby agrees that the Partners may use any suggestion, comment or recommendation provided by the Affiliate during its participation in the Affiliate Program without any obligation to compensate the Affiliate.
- 14.8. Except as explicitly permitted herein, nothing in this Agreement or on any of the Site(s), should be construed as granting, by implication, estoppel or otherwise, any license or right to use any Marks. All rights not expressly granted under this Agreement are reserved by the Partners.
- 14.9. All Introduced Clients shall be considered as clients of the Partners only. The Partners is the sole and exclusive owner of the database that contains the names and contact information and any other data and/or details of all Introduced Clients. The Affiliate may not try to contact and/or make contact an Introduced Client without receiving the Partners' written approval. If the Partners reasonably believes that the Affiliate either tries to and/or approaches an Introduced Client without the Partners' written approval, the Company shall be entitled to immediately terminate this Agreement and to withhold any Affiliate Commission owed to the Affiliate at such time. Further, in the event that the Affiliate was given written approval by the Company to contact or correspond with an Introduced Client, and thereafter the Company deems that such contact or correspondence is against the interests of the Partners, the Company shall have the right to revoke the approval previously granted, to terminate this Agreement and to withhold any Affiliate Commission owed to the Affiliate at such time. The Affiliate further agrees that the Partners may access information from or about visitors to Affiliate's website, and may use such information for any purpose.

15. Termination

- 15.1. This Agreement shall commence as from the Effective Date and shall continue thereafter until terminated, for any reason whatsoever, by either Party of this Agreement, upon a notice (by email) to the other Party as provided herein.
- 15.2. This Agreement will be terminated immediately and without notice if:
- 15.2.1. the other Party makes an arrangement with its creditors, cannot pay its debts when they fall due, is declared insolvent or bankrupt or has an administrator or receiver appointed;
 - 15.2.2. a petition is filed, a notice is given, a resolution is passed or an order is made for or in connection with the winding up of the other Party;
 - 15.2.3. an application is made to court, or an order is made, for the appointment of an administrator or if a notice of intention to appoint an administrator is given or if an administrator is appointed over the other Party;
 - 15.2.4. a person becomes entitled to appoint a receiver over the assets of the other Party or a receiver is appointed over the assets of the other Party;
 - 15.2.5. the other Party suspends or ceases, or threatens to suspend or cease, to carry on all or a substantial part of its business; or
 - 15.2.6. it is directly or indirectly requested by a regulator or supervisory authority;
 - 15.2.7. the Affiliate fails to comply with any applicable law or regulation, or breaches any provision of this Agreement.
- 15.3. Without derogating from the other provisions of this Agreement, upon termination of this Agreement, the Affiliate shall no longer be entitled to receive any Affiliate Commission with respect to any new Qualified

Traders and the Company reserves the right to withhold any pending Affiliate Commission for a reasonable time to ensure that the correct amount is paid. Following the termination of this Agreement and the Company's payment of the Affiliate Commission (if any) due at such time of termination, the Company shall be under no obligation to make any further and/or other payments to the Affiliate.

- 15.4. Upon termination of the Affiliate's participation in the Affiliate Program and the termination of this Agreement for any reason, the Affiliate is under an obligation to immediately:
- 15.4.1. cease all use of, and remove from Affiliate's website(s), all Marks, Banners and/or Text Links within two (2) days from the notice of termination. The Affiliate shall be obliged to pay the Company US\$100 for each day such Marks, Banners and/or Text Links is/are not removed from the Affiliate's website;
 - 15.4.2. cease promoting and/or marketing the Sites and all rights and licences given to the Affiliate under this Agreement should be deemed to have been immediately terminated;
 - 15.4.3. cease all use of and delete all Banners and/or Text Links and intellectual property and confidential information belonging to the Partners;
 - 15.4.4. cease representing himself/herself as Partners' Affiliate;
 - 15.4.5. return or transfer to the Company any domain which contains any of the Marks, at the Affiliate's cost. The Affiliate shall be under an obligation to compensate the Company with the amount of US\$1,000 for each day such domain is not returned and/or transferred to the Company.
- 15.5. Any provisions hereof which expressly or by their nature are required to survive termination of this Agreement in order to achieve their purpose shall so survive until it shall no longer be necessary for them to survive in order to achieve that purpose.
- 15.6. Without derogating from the generality of the foregoing, the provisions of clauses 1, 5, 6, 7, 8, 10, 11, 12, 13, 14, 15 and 23 (inclusive) of this Agreement shall survive termination, and the enforceability of the terms and conditions of this Agreement as they related to acts and omissions during the period before such termination, shall survive termination.

16. Additional Remedies

- 16.1. In addition to any other rights and/or remedies available to the Partners under this Agreement and/or under legal and/or equitable rules, unless otherwise stated herein, the Partners reserves the right to withhold any past or future Affiliate Commission which have accrued or which shall accrue to the Affiliate's benefit if:
- 16.1.1. the Company determines that the Affiliate has breached and/or violated any term of this Agreement, and/or
 - 16.1.2. the Company receives any complaints about the Affiliate's participation in the Affiliate Program which the Company reasonably believes that it breaches and/or violates this Agreement, and/or
 - 16.1.3. any Qualified Trader is later determined to have not met the requirements set forth in this Agreement.

Such withholding or freezing of Affiliate Commission, or charge backs for paid Affiliate Commission, will be deemed justified irrespective of whether or not such Affiliate Commission was earned as a result of such breach and/or violation.

- 16.2. In the event of a material breach and/or violation of this Agreement, and/or of any applicable laws, regulations and directives, the Company or any member of the Partners reserves the right to disclose the identity and contact information of the Affiliate to any competent law enforcement agency and/or to regulatory authorities and/or to any third party that has suffered damage directly from the Affiliate's breach and/or violation.
- 16.3. The Affiliate further acknowledges and agrees that the Company reserves the right to disclose and or provide information to any competent law enforcement agency and/or to regulatory authorities regarding the Affiliate's identity and/or contact information and/or any other information upon request of the competent

law enforcement agency and/or to regulatory authority, irrespective of whether a breach and/or violation of this Agreement, and/or any applicable laws, regulations or directives.

16.4. In the event that the Affiliate acts in violation and/or in breach of any term of Agreement, the Company has the right to immediately terminate this Agreement and take appropriate measures against the Affiliate, including but not limited to publishing the termination on the Company's website(s). Moreover, provided that a termination occurs as a result of such a breach, the Affiliate acknowledges and agrees that the Company will, under regulatory obligation, disclose the said termination to the applicable Regulatory authority, providing the Affiliate's address of the website as well as details of the Affiliate's identity. Furthermore, the Affiliate hereby acknowledges and agrees that they may not take any action against the Company for any losses occurred, resulting directly and/or indirectly from such disclosure and/or for the use and/or publication of such information by the applicable Regulatory authority, including but not limited to legal and/or other action for libel and/or defamation.

17. Fraud

17.1. Upon reasonable suspicion by the Company for possible Fraud(s) in relation to the subject hereof, the Company may at its sole discretion conduct review and/or investigation on the issue, and irrespective of whether the Company in its said review is investigating the possible Fraud(s) on behalf of the Affiliate and/or on behalf of any person acting on the Affiliate's behalf, the Company has the right to delay the payment of Affiliate Commission. Such review and/or investigation period shall not exceed ninety (90) days and Affiliate Commission will not be paid until such time as the review and/or investigation has been concluded. Any incidence of Fraud on behalf of the Affiliate (or its Relative(s)), constitutes as a breach and/or violation of this Agreement. In case of such breach and/or violation, the Company retains the right to terminate this Agreement with immediate effect and the Affiliate shall not be entitled to receive any Commissions which have accrued to its benefit at such time in relation to same whether such Affiliate Commission was generated through Fraud or otherwise.

17.2. It is the Company's responsibility to make all determinations concerning Fraud(s) Traffic. The Company also retain the right to set-off from future Affiliate Commission payable to the Affiliate any amounts already received by it which have been later determined by the Company to have been generated by Fraud.

17.3. The Company reserves the right to take action against the Affiliate who is manipulating the Affiliate Program in any way whatsoever, at the Company's discretion. If the Company determines at its sole discretion that such conduct is being practiced, the Company may withhold and keep any Affiliate Commission accrued to the benefit of the Affiliate at such time and thereafter and terminate this Agreement with immediate effect.

18. Representations and Warranties

18.1. The Affiliate hereby acknowledges and agrees that: (i) this Agreement imposes legal, valid, and binding obligations upon both Parties which are enforceable; (ii) the Affiliate has the authority to enter into this Agreement; (iii) the Affiliate has obtained and will maintain all necessary registrations, authorisations, approvals, consents and licences to enable the Affiliate to fulfil its obligations under this Agreement; (iv) the Affiliate fully complies with, and shall continue to fully comply with, all applicable laws, regulations and directives with regards to its participation in the Affiliate Program; (v) all the information provided by the Affiliate with regards to its application to the Affiliate Program is true and accurate; (vi) such acceptance and the performance of services/business under this Agreement and the consummation by the Affiliate of the transactions contemplated hereby will not conflict with or violate any provision of law, rule, regulation or agreement to which the Affiliate is subject to; (vii) the Affiliate has independently evaluated the desirability of marketing the Site(s) and the services contained therein.

19. Modifications

- 19.1. The Affiliate hereby acknowledges and agrees that the Company has the right to modify, alter, supplement or amend all or any of the terms and conditions of this Agreement at any time and at its sole discretion, by posting the modification on the Site(s) (or other URL with which we may use from time to time and which shall notify to you). Any modified version of this Agreement will take effect 2 days after its publication as aforementioned or earlier if required by any applicable law, regulation or directive. It remains the Affiliate responsibility to ensure that it is aware of the correct, current terms and conditions of the Agreement and Company advise the Affiliate to check for updates on a regular basis. If the Affiliate deems any of the abovementioned modifications, alterations, supplements or amendments as unacceptable, its only recourse is to terminate this Agreement, as applicable. The Affiliate's continued participation in the Affiliate Program shall be deemed as confirming the Affiliate's implied acceptance of the said modifications, alterations, or amendments.
- 19.2. Notwithstanding the aforementioned, should the Company modify this Agreement in order to comply with applicable law, regulation or directive, such modifications will be effective when the new version of the Agreement is posted online. The Affiliate's continued participation in the Affiliate Program following such three (3) business day's period notice shall be deemed as confirming the Affiliate's implied acceptance of the said modifications, alterations, or amendments.

20. Independent Investigation

- 20.1. The Affiliate acknowledges that it has read this Agreement and agrees to all its terms and conditions and it warrants that it has independently evaluated the desirability of participating in the Affiliate Program and it is not relying on any representation, guarantee or statement other than as set forth in this Agreement.

21. Indemnification

- 21.1. The Affiliate hereby agrees to indemnify, defend and hold harmless the Partners, related entities, partners, licensors, directors, officers, employees, owners and agents (collectively the "**Indemnified Parties**") against any and all claims, actions, demands, liabilities, losses, damages, judgments, settlements, costs, and expenses (including reasonable attorneys' fees and costs) based or arising from:
- 21.1.1. any breach and/or violation of this Agreement on the Affiliate's behalf, including but not limited to a breach of any representation, warranty, condition, covenant, restriction or obligation undertaken by the Affiliate herein; and/or
 - 21.1.2. any misuse of the Tracking Link(s) and/or Banner(s) and/or Text Link(s) by the Affiliate, or by a party under the Affiliate's control; and/or
 - 21.1.3. any claim related or arising from the Affiliate's Marketing Material, including but not limited to, the content contained on such Marketing Material.

22. Disclaimers

- 22.1. This Agreement contains the entire agreement between the Company and Affiliate with respect to the subject matter hereof, and supersedes all prior and/or contemporaneous agreements or understandings, written or oral between the Affiliate and the Company.
- 22.2. The Affiliate Program, the Site(s), the Affiliate Account, the Tracking Links, the Banner(s) and/or Text Link(s) and the products and services provided in connection therewith, are provided "as is". To the fullest extent permitted by applicable laws, the Partners disclaims all warranties, express, implied or statutory, including but not limited to the implied warranties of merchantability, fitness for a particular purpose, non-infringement of third party proprietary rights which includes but is not limited to intellectual property rights, any warranties arising out of course of dealing, usage, or trade with respect to the Affiliate Program the Site(s), the Affiliate Account, the Tracking Links, the Banner(s) and/or Text Link(s) and the products and

services provided in connection therewith. The Partners does not warrant that the Affiliate Program will meet Affiliate's specific requirements or that the operation of the Affiliate Program, the Site(s), the Tracking Links, the Banner(s) and/or Text Link(s) will be completely error-free or uninterrupted.

- 22.3. In addition to the fullest extent permitted by applicable laws, in no event shall the Partners be liable for any unavailability and/or inoperability of the Site(s), the Affiliate Account, the Tracking Links, the Banner(s) and/or Text Link(s) and/or any technical malfunction, computer error, corruption or loss of information, or other injury, damage or disruption of any kind.
- 22.4. The Partners does not make any representation that the Affiliate will earn any specific amount of Affiliate Commission.

23. Limitation of Liability

- 23.1. In no event shall the Company or any member of the Partners be liable for any unavailability or inoperability of the Site(s), the Affiliate Account, the Tracking Links, the Banner(s) and/or Text Link(s), program websites, technical malfunction, computer error, corruption or for any indirect, incidental, consequential, special or exemplary damages, including but not limited to, loss of business, profits, revenue, data, or loss of business opportunity based on contract, tort or other legal theory in connection with this Agreement and/or the Affiliate Program, even if the Partners has been aware of the possibility of such damages and/or such damages are foreseeable. Without derogating from the aforementioned, the Partners' liability to Affiliate, from all causes of action and all theories of liability, will be limited to the amount paid to the Affiliate by the Company during the two (2) months period immediately prior to the event leading to such liability.
- 23.2. The Partners obligations under this Agreement do not constitute personal obligations of the owners, directors, officers, agents, employees, vendors or suppliers of the Site(s) other than as provided under this Agreement. In no event shall the Partners be liable for any direct, indirect, special, incidental, consequential or punitive loss, injury or damage of any kind (regardless of whether the Partners has been aware of the possibility of such loss and/or such loss is foreseeable).

24. Governing Law and Miscellaneous

- 24.1. The Affiliate shall be responsible for the payment of all attorney fees, taxes and other expenses incurred by participating in the Affiliate Program to enforce the terms of this Agreement.
- 24.2. The Affiliate agrees that the Partners shall not be subject to or bound by any Affiliate insertion order unless signed by an authorised representative of the Company or online terms and conditions that amend, conflict with or supplement this Agreement, regardless of whether Affiliate Network "clicks through" or otherwise indicates its acceptance thereof.
- 24.3. The Affiliate may not assign all or any part of this Agreement without our prior written consent. The Company or any member of the Company Partners may assign this Agreement at any time with notice to the Affiliate.
- 24.4. This Agreement will be binding on and will inure to the benefit of the legal representatives, successors and valid assigns of the Parties hereto.
- 24.5. If any provision of this Agreement is held to be void, invalid or inoperative by any court or regulator or administrative body of competent jurisdiction, the remaining provisions of this Agreement shall remain in effect and the invalid portion of any provision shall be interpreted to as closely as possible to its original intent.

- 24.6. Each Party to this Agreement is an independent contractor in relation to the other Party with respect to all matters arising under this Agreement. Nothing herein shall be deemed to establish a partnership, joint venture, association or employment relationship between the Parties.
- 24.7. Without derogation to any other related clause included in this Agreement, any delay in exercising any rights hereunder shall not operate as a waiver of any such rights and no waiver of any default or breach or violation shall be deemed a continuing waiver or a waiver of any other breach or default.
- 24.8. All notices pertaining to this Agreement will be given by email, unless otherwise stated in this Agreement, as follows:
- 24.8.1. by the Company to the Affiliate at the email address provided by the Affiliate on the online Application/Registration Form (or as subsequently updated); and
 - 24.8.2. by the Affiliate to the Company at info@mega-universeltd.com. Unless otherwise stated herein, any notice sent by email shall be deemed received on the earlier of an acknowledgement being sent or twenty-four (24) hours from the time of transmission.
- 24.9. The Affiliate may not issue any press release or other communication to the public with respect to the subject matter contained in this Agreement, the Marks or its participation in the Affiliate Program without the Company's prior written consent, except as required by law or by any legal or regulatory authority.
- 24.10. This Agreement shall be governed by and construed in accordance with the laws of Cyprus without giving effect to conflicts of law principles. The Parties hereby consent to the exclusive jurisdiction of the courts of Cyprus for the settlement of any claim, dispute or matter arising out of or concerning the Affiliate Program, this Agreement and/or its enforceability and the Parties waive any objection to proceedings in such courts on the grounds of venue or on the grounds that proceedings have been brought in an inconvenient forum.