

## Affiliate Program Operating Agreement

This Affiliate Program Operating Agreement (the "Agreement") is made and entered into by and between Alfaleads Affiliate OU, a company with registered address on Harju maakond, Tallinn, Kesklinna linnaosa, Narva mnt 7-634, 10117, Estonia and registry code 14758976 ("Alfaleads" or "Operator"), and you, ("Partner" or "Affiliate") the party submitting an application to become an Alfaleads affiliate).

The terms and conditions contained in this Agreement apply to your participation with <http://my.alfaleads.net/> ("Affiliate Program"). By submitting <https://alfaleads.eu/registration.html>, you confirm you expressly consent to all the terms and conditions of this Agreement.

### 1. Terms and Definitions

1.1. In this Agreement, the terms and definitions specified below shall be construed as follows:

1.1.1. Affiliate Network – the internet web site <https://alfaleads.eu> which is operated by the Operator and intended for the public access to information about the Affiliate Program that Alfaleads set up for Partners and its terms and conditions;

1.2.2. Affiliate Partners (Partners) - companies or individuals which accepted the terms of use of Affiliate Network by filling out a registration form for Partners on <https://alfaleads.net/registration.html> and willingly provide advertising services for Advertisers

1.1.3. Advertisers – persons, companies or advertising services, who participate in Affiliate Program in accordance with the terms of Affiliated network, in order to increase the sales by increasing the number of Leads generated as result of an Advertising. For this purpose, they publish Offers for Affiliated Partners for Advertising of their services, products, goods through various advertising means on the Internet resources;

1.1.4. Offer – the brief description of Advertising that an Advertiser is looking for publishing for user's attraction to its goods or services includes but not limited with the advertising object(s), channel of distribution of advertising materials, types of posting, payment model, period of publishing, territorial focus and other details which can be significant for Partners to perform advertising services. If a Partner accepts the Offer it means that it agrees with the Offer and is ready to start publishing link to the Advertising on its Advertising space.

1.1.5. Advertising – information distributed via Internet, which contains any Advertising Materials, is addressed to indefinite persons and intended to draw attention to the Advertising Object, formation and maintenance of interest thereto, as well as its promotion in the market.

1.1.6. Advertising Object – product, service, group in a social-media, means of individualization of manufacturer, seller and other persons/objects, whose attention is intended to be drawn by such Advertising.

1.1.7. Advertising Materials – Advertising electronic media published by the Partner in the Advertising Space, including, but not limited to:

banner – any static or dynamic image of a certain size, format and creation technology (including graphic banner, text banner, interactive banner, banner containing animated and/or video elements, etc.);

text block – any formatted text (including news, article, announcement, review, description of the contest or any other information message and/or advertising message);

text and graphic block – any information block (including news, article, announcement, review, description of the contest or any other information message and/or advertising message) consisting of the formatted text and graphic image;

branding – aggregate of all banners published on all or certain pages of a web-site, which change the styling of such web-pages for a certain period, in accordance with the stylistics of the Advertising Object.

video clip – audiovisual work created in any form as a result of creative design and consists of fixed serial interconnected images (accompanied by soundtrack or not) designed to visual and aural (in case of accompanying by soundtrack) perception by the relevant means.

streaming video – Advertising video materials translated in a real time mode via the Internet.

Advertising Materials may contain a hyperlink to the Landing Page.

1.1.8. Landing Page – Advertiser's web-site page accessed by Internet users as a result of clicking on the Advertising Material published by the Affiliate in the Advertising Space.

1.1.9. Web-Site – aggregate of means and information intended for publication on the Internet and displayed in certain text, graphic or soundforms. A web-site has a unique address (domain name) making it possible to identify and access it.

1.1.10. Partner's account a part of my.alfaleads.net, available only for registered Partners, allowing the Partner to look through and accept the Offers and get the information about the balance of the Comissions earned for the Period.

1.1.11. Partners – members of a Partner service that provide advertising services for Advertisers on their announced sites. The list of Advertising Space is indicated by the Parties in the relevant Order for the provision of services;

1.1.12. Advertising Space (Media) – web-site(s) (including without limitation page(s)/section(s)/canal of the web-site(s) or the aggregate of web-sites governed by the same rules of posting Advertisements that either belong to the Partners or the Partner has the right to use them for the purpose of providing services in accordance with this Agreement;

1.1.13. User – an individual who access Advertising Materials via Advertising Space for performing a particular action;

1.1.14 Link - graphic or/and textual object which leads to the Advertising and/or other creative materials (collectively, the "Links") which identify you as a member of our Affiliate Program and will establish a link from your Media to the Advertising Object

1.1.15. Qualified action means an individual person who (i) accesses the Advertising materials via the Link, where the Link is the last link to the Advertising materials, (ii) is not a computer generated user, such as a robot, spider, computer script or other automated, artificial or fraudulent method to appear like an individual, real live person, (iii) is not using pre-populated fields (iv) completes all of the information required for such action within the time period allowed by Alfaleads and (v) is not later determined by Alfaleads to be fraudulent, incomplete, unqualified or a duplicate.

1.1.16. User's Personal Data – data provided by the User as a result of the Target action

1.1.17. Lead– successful result of a Qualified action, such as purchasing a product, ordering and / or purchasing services, registering, subscribing to a newsletter, sending e-mail and others;

1.1.18. Reporting Period – time period, during which the Services and payments are rendered and which is set by the Operator. By default, the reporting period is 1 calendar month of the year from the date of Advertising placement (If the first and / or last month of advertising - is incomplete the Reporting period is deemed as corresponding part of the first and / or last calendar month);

1.1.19. Advertising campaign – aggregate of actions of the Partner for advertising services, products, goods of the Operator through various advertising tools on the Internet resources;

1.1.20. Advertising campaign limit – limit (maximum) number of Target actions (Leads) that the Operator agrees to accept from the Partner;

1.1.21. Advertising campaign budget – limit (maximum) cost of an Advertising campaign for a specific advertised product of the Operator;

1.1.22. Targeting – targeted audience of users determined by the Operator, based on their age, geographical location, hobbies and other indicators, the Target actions of which are counted to the Partner in determining the services provided.

1.1.23. Click – one click by the Internet user on a hyperlink (contained in the Advertising Material published by the Partner in the Advertising Space) to the Landing Page.

1.1.24. Display – one demonstration to the Internet user of the Advertising Material published by the Partner in the Advertising Space.

1.1.25. Involved registration – Internet user's actions required by the Operator in order for such a user to acquire the status of the Operator's client (recipient of Operator's goods and services) by means of Clicking on the Advertising Material published by the Partner in the Advertising Space. Criteria for Involved registration are specified in the relevant Offer.

## 2. Enrollment in the Affiliate Program

You must submit an Affiliate Program application from our website. You must accurately complete the application to become an affiliate, including your personal data and valid contact information, and provide us with future updates. After we review your application, we will notify you of your acceptance or rejection to the Affiliate Program, generally within two (2) business days. We may accept or reject your application at our sole discretion for any reason.

## 3. Obligations of the Parties

Subject to our acceptance of you as an Affiliate and your continued compliance with the terms and conditions of this Agreement, Operator agrees as follows:

- a. We will make available to you via the Affiliate Program to send and receive information which serve to act as a member of our Affiliate Program and allow you to identify your Media as a source of Leads for the Advertiser.
- b. Commission is paid to the Affiliate for each Qualified Action.
- c. Commissions is paid for reporting period, provided that the balance of your account is currently greater than 30\$ or equivalent. Accounts with a balance of less than 30\$ will roll over to the next month, and will continue to roll over monthly until 30\$ is reached. We reserve the right to charge

back to your account any previously paid Qualified Actions that are later determined to have not met the requirements to be a Qualified Action.

- d. Payment for Commissions is dependent upon Client's acceptance of Qualified actions and provision of the relevant funds to Alfaleads, and therefore, you agree that Alfaleads shall only be liable to you for Commissions to the extent that Alfaleads has received relevant funds from the Clients. You hereby release Alfaleads from any claim for Commissions if Alfaleads has not received such funds from the Clients.
- e. Alfaleads shall automatically generate an invoice for all Commissions payable under this Agreement and shall remit payment to Affiliate based upon that invoice. All tracking of Links and determinations of Qualified Actions and Commissions shall be made by Alfaleads in its sole discretion. In the event that Affiliate disputes in good faith any portion of an invoice, Affiliate must submit that dispute to Alfaleads in writing and insufficient detail within ten (10) days of the date on the invoice. If Affiliate does not dispute the invoice as set forth herein, then Affiliate agrees that it irrevocably waives any claims based upon that invoice. In the event that Affiliate is also tracking Qualified Actions and Affiliate claims a discrepancy, Affiliate must provide Alfaleads with Affiliate's reports within three (3) days after 30th day of the calendar month, and if Alfaleads's and Affiliate's reported statistics vary by more than 10% and Alfaleads reasonably determines that Affiliate has used generally accepted industry methods to track Qualified Actions, then Alfaleads and Affiliate agree to make a good faith effort to arrive at a reconciliation. If the parties are unable to arrive at a reconciliation, then Alfaleads's numbers shall govern.
- f. If Affiliate has an outstanding balance due to Alfaleads under this Agreement or any other agreement between the Affiliate and Alfaleads, whether or not related to the Affiliate Program, Affiliate agrees that Alfaleads may offset any such amounts due to Alfaleads from amounts payable to Affiliate under this Agreement.

Affiliate also agrees to:

- g. Have sole responsibility for the development, operation, and maintenance of, and all content on or linked to, your Advertising Space.
- h. Ensure that all materials posted on your Advertising Space or otherwise used in connection with the Affiliate Program (i) are not illegal, (ii) do not infringe upon the intellectual property or personal rights of any third party and (iii) do not contain or link to any material which is harmful, threatening, defamatory, obscene, sexually explicit, harassing, promotes violence, promotes discrimination (whether based on sex, religion, race, ethnicity, nationality, disability or age), promotes illegal activities (such as gambling), contains profanity or otherwise contains materials that Alfaleads informs you that it considers objectionable (collectively, "Objectionable Content").
- i. Not make any representations, warranties or other statements concerning Alfaleads or Advertiser or any of their respective products or services, except as expressly authorized herein.
- j. Make sure that your Media does not copy or resemble the look and feel of the Program Web Site or create the impression that your Media is endorsed by Alfaleads or Advertisers or a part of the Advertising materials, without prior written permission from us.
- k. Comply with all (i) obligations, requirements and restrictions under this Agreement and (ii) laws, rules and regulations as they relate to your business, your Media or your use of the Links.
- l. Comply with the terms, conditions, guidelines and policies of any third party services used by Affiliate in connection with the Affiliate Program, including but not limited to, email providers, social networking services and ad networks.
- m. Always prominently post and make available to users, including prior to the collection of any personal data, a privacy policy in compliance with all applicable laws that clearly and thoroughly discloses all information collection, use and sharing practices, including providing for the collection of such personally identifiable information in connection with the Affiliate Program and the provision of such personal data to Alfaleads and Clients for use as intended by Alfaleads and Clients.
- n. Always prominently post and make available to users any terms and conditions in connection with the Advertising set forth by Alfaleads or Advertisers in case required by applicable laws regarding such Advertising.
- o. Make sure to not place Alfaleads Offers on any online auction platform (i.e. eBay, Amazon, etc).

The following additional program-specific terms shall apply to any promotional programs set forth below:

- p. Email Campaigns. For all email campaigns, Affiliate must download the "Suppression List" from the Offers section of Alfaleads. Affiliate shall filter its email list by removing any entries appearing on the Suppression List and will only send emails to the remaining addresses on its email list. Alfaleads will provide an opt-out method in all Links, however, if any opt-out requests come directly to Affiliate, Affiliate shall immediately forward them to Alfaleads at support@alfaleads.net. Affiliate's emails containing the Links may not include any content other than the Links, except as required by applicable law.
  - i. Affiliate agrees that failure to download the Suppression List and remove all emails from the database before mailing may result in Commission withholdings, removal or suspension from all or part of the Affiliate Program, possible legal action and any other rights or remedies available to Alfaleads pursuant to this Agreement or otherwise. Affiliate further agrees that it will not mail or market to any suppression files generated through the Alfaleads network, and that doing so may result in Commission withholdings, removal or suspension from the Affiliate Program, possible legal action and any other rights or remedies available to Alfaleads pursuant to this Agreement or otherwise.
- q. Advertising Campaigns. No Links can appear to be associated with or be positioned on chat rooms or bulletin boards unless otherwise agreed by Alfaleads in writing. Any pop-ups/unders used for the Affiliate Program 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 user's computer if the function of the software is clearly disclosed to users prior to installation, the installation is pursuant to an affirmatively accepted and plain-english user license agreement and the software be easily removed according to generally accepted methods.
- r. Affiliate Network Campaigns. For all Affiliate's that operates their own affiliated networks (Affiliate's Network), Affiliate agrees to place the Links to Operator's network in its affiliated network for registration, access and use by those affiliates in Affiliate's Network (each a "Third Party Affiliate"). Affiliate agrees that it will expressly forbid any Third Party Affiliate to modify the Links in any way. Affiliate agrees to maintain its Network according to the highest industry standards. 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 with Affiliate. Affiliate must require and confirm that all Third Party Affiliates affirmatively accept, through verifiable means, this Agreement prior to obtaining access to the Links. 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 party suspects any wrongdoing by a Third Party Affiliate with respect to the Links, Affiliate shall promptly disclose to Alfaleads the identity and contact information for such Third Party Affiliate. Affiliate shall promptly remove any Third Party Affiliate from the Affiliate Program and terminate their access to future Offers of Alfaleads in the Affiliate's Network upon written notice from Alfaleads. Unless Alfaleads has been provided with all truthful and complete contact information for a Third Party Affiliate and such Third Party Affiliate has affirmatively accepted this Agreement as recorded by Alfaleads. Alfaleads may do payments of Comissions earned by the Third Party directly to the Partner. After this payment is processed the Partner shall remain liable for all acts or comissions to any Third Party Affiliate.

#### 4. Confidentiality

Except as otherwise provided in this Agreement or with the consent of Alfaleads, you agree that all information, including, without limitation, the terms of this Agreement, business and financial information, customer and vendor lists, and pricing and sales information, concerning us or any of our affiliates provided by or on behalf of any of them shall remain strictly confidential and secret and shall not be utilized, directly or indirectly, by you for any purpose other than your participation in the Affiliated Network, except and solely to the extent that any such information is generally known or available to the public through a source other than you. Affiliate shall not use any information obtained from the Affiliate Program to develop, enhance or operate a service that competes with the Affiliate Program, or assist another party to do the same.

#### 5. Limited License & Intellectual Property

You may not alter, modify, manipulate or create derivative works of any Alfaleads graphics, creative, copy or other materials owned by, or licensed to, Alfaleads in any way. You are only entitled to use these to the

extent that you are a member in good standing of the Affiliate Program. Except as expressly stated herein, nothing in this Agreement is intended to grant you any rights to any of Alfaleads's trademarks, service marks, copyrights, patents or trade secrets. You agree that Alfaleads may use any suggestion, comment or recommendation you choose to provide to Alfaleads without compensation. All rights not expressly or granted in this Agreement are reserved by Alfaleads.

## 6. Termination

This Agreement shall commence on the date of our approval of your Affiliate Program application and shall continue thereafter until terminated as provided herein. You may terminate your participation in the Affiliate Program at any time by removing all Advertising Materials published according with the terms of this Agreement from your Media, deleting all copies of it. We may terminate your participation in one or more Offers or this Agreement at any time and for any reason which we deem appropriate with or without prior notice to you by disabling the Links to the Advertising materials or providing you with a written notice. Upon termination of your participation in one or more Offers or this Agreement for any reason, you will immediately cease all use of and delete all Links, plus all Alfaleads or Advertiser intellectual property, and will cease representing yourself as a Alfaleads or Advertiser's affiliate for such one or more Offers. All rights to validly accrued payments, causes of action and any provisions, which by their terms are intended to survive termination, shall survive any termination.

## 7. Remedies

In addition to any other rights and remedies available to us under this Agreement Alfaleads reserves the right to disregard any Qualified actions submitted through your Links and withhold and freeze any unpaid Commissions or charge back paid Commissions to your account if (i) Alfaleads determines that you have violated this Agreement, (ii) Alfaleads receives any complaints about your participation in the Affiliate Program which Alfaleads reasonably believes to violate this Agreement or (iii) any Qualified Action is later determined to have not met the requirements set forth in this Agreement or on the Affiliate Program. Such withholding or freezing of Commissions, or charge backs for paid Commissions, shall be without regard as to whether or not such Commissions were earned as a result of such breach. In the event of a material breach of this Agreement, Alfaleads reserves the right to disclose your identity and contact information to appropriate law enforcement or regulatory authorities or any third party that has been directly damaged by your actions.

## 8. Anti-Spam Policy

You must strictly comply with any applicable anti-spam acts and regulations. All emails sent in connection with the Affiliate Program must include the appropriate party's opt-out link. From time to time, we may request - prior to your sending emails containing linking or referencing the Affiliate Program that you submit the final version of your email to Alfaleads for approval by sending it to your Alfaleads representative and upon receiving written approval from Alfaleads of your email the email may be transmitted to third parties.

It is solely your obligation to ensure that your actions complies with the legislation.

## 9. Fraud

You are expressly prohibited from using any persons, means, devices or arrangements to commit fraud, violate any applicable law, interfere with other affiliates or falsify information in connection with placement of Advertising or the generation of Commissions or exceed your permitted access to the Affiliate Program. Such acts include, but are in no way limited to, using automated means to increase the number of clicks, displays and/or involved registrations or completion of any required information, using spyware, stealware, cookie-stuffing and other deceptive acts or click-fraud. Alfaleads shall make all determinations about fraudulent activity in its sole discretion.

## 10. Representations and Warranties

You hereby represent and warrant that this Agreement constitutes your legal, valid, and binding obligation, enforceable against you in accordance with its terms and that you have the authority to enter into this Agreement. Subject to the other terms and conditions of this Agreement, Alfaleads represents and warrants that it shall not knowingly violate any law, rule or regulation which is applicable to Alfaleads's own business operations or Alfaleads's proprietary products or services.

## 11. Modifications

In addition to any notice permitted to be given under this Agreement, we may modify any of the terms and conditions of this Agreement at any time without providing you with any notification. The changes will become effective 5 (five) business days after publishing. It's your obligation to keep knowing if your version of this Agreement is up-to-date. If the modifications are unacceptable to you, you may terminate this Agreement immediately without penalty solely on the account of such termination. Your continued participation in this Affiliate Program 5 (five) business days after the new version of the Agreement was posted will constitute your acceptance of such change. In addition, Alfaleads may change, suspend or discontinue any aspect of an Offer or Link or remove, alter, or modify any tags, text, graphic or banner ad in connection with a Link. Affiliate agrees to promptly implement any request from Alfaleads to remove, alter or modify any Link, graphic or banner ad that is being used by Affiliate as part of the Affiliate Program.

## 12. Independent Investigation

You acknowledge that you have read this Agreement and agree to all its terms and conditions. You have independently evaluated the desirability of participating in the Affiliate Program and each Offer and are not relying on any representation, guarantee or statement other than as set forth in this Agreement or on the Affiliate Program.

## 13. Mutual Indemnification

Affiliate hereby agrees to indemnify, defend and hold harmless Alfaleads and Advertisers and their respective subsidiaries, affiliates, partners and licensors, directors, officers, employees, owners and agents against any and all claims, actions, demands, liabilities, losses, damages, judgments, settlements, costs, and expenses (including reasonable attorneys' fees and costs) based on (i) any failure or breach of this Agreement, including any representation, warranty, covenant, restriction or obligation made by Affiliate herein, (ii) any misuse by Affiliate, or by a party under the reasonable control of Affiliate or obtaining access through Affiliate, of the Links, Offers or Alfaleads or Advertisers intellectual property, or (iii) any claim related to your Media, including but not limited to, the content contained on such Media (except for the Links).

Alfaleads hereby agrees to indemnify, defend and hold harmless Affiliate and its subsidiaries, affiliates, partners, and their respective directors, officers, employees, owners and agents against any and all claims, actions, demands, liabilities, losses, damages, judgments, settlements, costs, and expenses (including reasonable attorneys' fees and costs) based on a claim that Alfaleads is not authorized to provide you with the Links.

## 14. Disclaimers

THE AFFILIATE PROGRAM AND LINKS, AND THE PRODUCTS AND SERVICES PROVIDED IN CONNECTION THEREWITH, ARE PROVIDED TO AFFILIATE "AS IS". EXCEPT AS EXPRESSLY SET FORTH HEREIN, ALFALEADS EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON INFRINGEMENT, AND ANY WARRANTIES ARISING OUT OF COURSE OF DEALING, USAGE, OR TRADE. ALFALEADS DOES NOT WARRANT THAT THE AFFILIATE PROGRAM OR LINKS WILL MEET AFFILIATE'S SPECIFIC REQUIREMENTS OR THAT THE OPERATION OF THE AFFILIATE PROGRAM OR LINKS WILL BE COMPLETELY ERROR-FREE OR UNINTERRUPTED. ALFALEADS EXPRESSLY DISCLAIMS ANY LIABILITY FOR ANY ACT OR OMISSION OF A CLIENT OR THEIR PRODUCTS OR SERVICES. ALFALEADS DOES NOT GUARANTEE THAT AFFILIATE WILL EARN ANY SPECIFIC AMOUNT OF COMMISSIONS.

## 15. Limitation of Liability

IN NO EVENT SHALL ALFALEADS BE LIABLE FOR ANY UNAVAILABILITY OR INOPERABILITY OF THE LINKS, PROGRAM WEB SITES, TECHNICAL MALFUNCTION, COMPUTER ERROR, CORRUPTION OR LOSS OF INFORMATION, OR OTHER INJURY, DAMAGE OR DISRUPTION OF ANY KIND BEYOND THE REASONABLE CONTROL OF ALFALEADS. IN NO EVENT WILL ALFALEADS BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PERSONAL INJURY / WRONGFUL DEATH, SPECIAL OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO, LOSS OF PROFITS OR LOSS OF BUSINESS OPPORTUNITY, EVEN IF SUCH DAMAGES ARE FORESEEABLE AND WHETHER OR NOT ALFALEADS HAS BEEN ADVISED OF THE POSSIBILITY THEREOF. ALFALEADS'S CUMULATIVE LIABILITY TO AFFILIATE, FROM ALL CAUSES OF ACTION AND ALL

THEORIES OF LIABILITY, WILL BE LIMITED TO AND WILL NOT EXCEED THE AMOUNTS PAID TO AFFILIATE BY ALFALEADS IN COMMISSIONS DURING THE 3 (THREE) MONTHS IMMEDIATELY PRIOR TO SUCH CLAIM.

## 16. Governing Law & Miscellaneous

16.1. Affiliate shall be responsible for the payment of all attorney's fees and expenses incurred by Alfaleads to enforce the terms of this Agreement. This Agreement contains the entire agreement between Alfaleads and Affiliate with respect to the subject matter hereof, and supersedes all prior and/or contemporaneous agreements or understandings, written or oral. Affiliate agrees that Alfaleads shall not be subject to or bound by any other agreement between Affiliate and Alfaleads, any insertion order or online terms and conditions that amend, conflict with or supplement this Agreement, regardless of whether Alfaleads "clicks through" or otherwise indicates its acceptance thereof. In case of any contradictions between this Agreement and any other signed or written agreements between Alfaleads and Affiliate this Agreement has priority. Affiliate may not assign all or any part of this Agreement without Alfaleads's prior written consent. Alfaleads may assign this Agreement at any time with notice to Affiliate. This Agreement will be binding on and will inure to the benefit of the legal representatives, successors and valid assigns of the parties hereto. The provisions of Section 3, 4(b), 6, 7, 8, 12-15 and any accrued payment obligations shall survive the termination of this Agreement. Except as set forth in the "Modifications" section above, this Agreement may not be modified without the prior written consent of both parties. If any provision of this Agreement is held to be void, invalid or inoperative, the remaining provisions of this Agreement shall continue in effect and the invalid portion of any provision shall be deemed modified to the least degree necessary to remedy such invalidity while retaining the original intent of the parties. Each party to this Agreement is an independent Partner in relation to the other party with respect to all matters arising under this Agreement. Nothing herein shall be deemed to establish a partnership (in legal meaning), joint venture, association or employment relationship between the parties. No course of dealing nor any delay in exercising any rights here under shall operate as a waiver of any such rights. No waiver of any default or breach shall be deemed a continuing waiver or a waiver of any other breach or default.

16.2. This Agreement shall be governed by and construed according to the laws of Estonia. The Parties agree that any controversy or claim arising out of or relating to Agreement, or the breach thereof, shall be determined by arbitration administered by the International Centre for Dispute Resolution in accordance with its International Dispute Resolution Procedures, as modified by the ICDR Online Protocol for Manufacturer/Supplier Disputes then in effect (please find the International Dispute Resolution Procedures and the ICDR Online Protocol for Manufacturer/Supplier Disputes at [www.icdr.org](http://www.icdr.org)).

16.3. By submitting an application to Affiliate Program, you affirm and acknowledge that you have read this Agreement in its entirety and agree to be bound by all of its terms and conditions. If you do not wish to be bound by this Agreement, you should not submit an application to Affiliate Program. If an individual is accessing this Agreement on behalf of a business entity, by doing so, such individual represents that they have the legal capacity and authority to bind such business entity to this Agreement.

This Agreement was last revised on 23-06-2020