

AFFILIATE AGREEMENT

By clicking the box with title "I have read and agreed to the Affiliate's Agreement" on FXVC Website, you consent to the terms of this Affiliate's Agreement (hereinafter as the "Agreement") with Centralspot Trading Ltd (hereinafter the "Company", "We" or "Us") and the general Terms and Conditions of the Company as displayed on <https://fxvc.eu/terms-and-conditions/> (Company's Terms and Conditions) and/or any other Company Website(s). The Company and the Affiliate may enter into an Insertion Order which incorporates the terms and conditions of this Agreement under which the Affiliate will deliver Online Advertisements for the Site for the benefit of the Company.

The Company reserves the right, in its sole and absolute discretion, to reject the registration of any natural or legal person to the Company's Affiliate's Program, including in the event that such natural person is under the age of 18 or is defined as minor in his/her Territory, thus he/she has not yet reached the required legal age.

The Company may elect to provide you with this Agreement and/or any other documentation, information and communications in various languages. By accepting this Agreement (in any of these languages) you acknowledge and confirm that the Company's official language is the English language, and in the event of any discrepancy or inconsistency between any documentation, information and communications in any language other than the English language and the same in the English language, the English documentation, information and communications shall exclusively prevail.

In the event that the following Terms and Conditions of this Agreement are not acceptable by you then do not promote Company's Services.

1. Definitions and Interpretation

1.1. **In this Agreement (except where the context otherwise requires) capitalized words and expressions shall have the meanings set out below:**

"Affiliate" means a person or entity who enters into an Insertion Order with the Company which incorporates the Affiliate Agreement.

"Affiliate Websites" means any website (including any device specific versions of such website) or application owned and/or operated by you or on your behalf and any other marketing methods including without limitation emails and SMS which is detailed in the Insertion Order.

"Affiliate Agreement" shall have the meaning given to it at the beginning of this agreement.

"Agreement" means the Insertion Order and this Affiliate Agreement.

"Applicable Laws" means all applicable laws, directives, regulations, rules, mandatory codes of practice and/or conduct, judgments, judicial orders, ordinances and decrees imposed by law or any competent governmental or regulatory authority or agency.

"Commission" has the meaning given in clause 3.

"Company", "we", "us" or "our" means Centralspot Trading Ltd a limited liability company incorporated under the laws of the Republic of Cyprus bearing registration number HE 325259 having its registered office at 116, Gladstonos, M. Kyprianou House, 3rd & 4th floor, 3032 Limassol, Cyprus, a Cyprus Investment Firm authorized and regulated by the Cyprus Securities Exchange Commission (CySEC) with license number 238/14, Phone: +357 25 123 088, Fax: +357 25 [250175], e-mail: [compliance@fxvc.eu], website: <https://fxvc.eu/>.

"Confidential Information" means all information in whatever form (including without limitation written, oral, visual and electronic) which has been or may be disclosed, before on and/or after the date of the Insertion Order by the Company.

"CPA Scheme" or **"CPA Hybrid Scheme"** means payment of Commission based on a qualified End User who during the term of the Agreement: (i) must be promptly verified and approved by the Company in accordance with all applicable regulatory requirements (including any applicable age or ID verification); and (ii) meets any other qualification criteria based on trading activity which the Company may apply from time to time per territory at its discretion on the Site.

"End Date" means the End Date detailed in the Insertion Order.

"End User" means an individual or entity that during the term of this Agreement: (i) accesses the Site directly through any of the Licensed Materials which is published by you on the Affiliate Websites or otherwise distributed by you in accordance with this Agreement; (ii) has opened a new account with the Company in respect of the Site; (iii) has not previously opened an account with the Company; (iv) has had their account registration details adequately validated and approved by the Company, including (without limitation) if the end user is an individual that such individual is confirmed to be 18 years of age or above; (v) is qualified and authorised to access and use the relevant Site in accordance with the terms and conditions of use of such Site and complies with all Applicable Laws; (vi) deposits real money into the client's account at least an amount equal to the minimum deposit limit required for Site.

"Banned Territories" means any jurisdiction not in compliance with CySEC regulations and circulars, Cyprus laws and the jurisdictions that have strategic deficiencies in their standards for anti-money laundering and combating the financing of terrorism as per the Financial Action Task Force (FATF).

"Fraudulent Activity" means any actual or attempted act by the Affiliate or any End User which is reasonably deemed by the Company to be (i) illegal in any applicable jurisdiction; (ii) made in bad faith; or (iii) intended to defraud the Company or the Site or circumvent any contractual or legal restrictions, regardless of whether such act or attempted act actually causes the Company or any the Site any damage or harm. Fraud shall include, without limitation, collusion; or other promotions; abuse of a Commission reward structure; violation of money-laundering or other laws and regulations; spamming; false or misleading. use of stolen credit cards; rake-back activity;

"Unauthorised Activity" means any unauthorised advertising or representations; offering or providing any type of incentive; or unauthorised use of any Intellectual Property Rights (including third parties' and any of the Company's or the Sites' rights, and registering or attempting to register marketing platforms in breach of the Agreement.

"Group Companies" means any entity directly or indirectly controlling, controlled by, or under common control with the Company. For the purpose of this definition, "control" (including, with correlative meanings, the terms "controlling", "controlled by" and "under common control with") means the power to manage or direct the affairs of the entity in question, whether by ownership of voting securities, by contract or otherwise.

"Intellectual Property Rights" means shall mean all intangible legal rights, titles and interests evidenced by or embodied in or connected or related to the following: (i) all inventions (whether patentable or unpatentable and whether or not reduced to practice), all improvements thereto, patents and patent applications, and any divisional, continuation, continuation in part, extension, reissue, renewal or re-examination of patent issuing therefrom (including any foreign counterparts), (ii) any work of authorship, copyrightable works (including moral rights); (iii) computer software, including any and all software implementations of algorithms, models, methodologies, artwork and designs, whether in source code or

object code, (iv) databases and compilations, including any and all data and collections of data, whether machine readable or otherwise, (v) designs and any applications and registrations thereof, (vi) all trade secrets, Confidential Information and business information, (vii) trademarks, service marks, trade names, certification marks, collective marks, logos, brand names, business names, domain names, corporate names, trade styles and trade dress, get-up, and other designations of source or origin and all and applications and registrations thereof, (viii) all documentation, including user manuals and training materials relating to any of the foregoing and descriptions, flow- charts and other work product used to design, plan, organize and develop any of the foregoing, and (ix) all other proprietary rights, industrial rights and any other similar rights.

"Insertion Order" is the order made by us and signed by us and the Affiliate that depicts the terms and conditions of the advertising campaign.

"Licensed Marks" means any logo, trade mark, trade name, design, domain name, insignias or similar identifying material that are owned by, and/or licensed to, the Company or any Group Companies or the Site.

"Licensed Materials" means banner advertisements, button links, text links and other content as determined by the Company which includes the Licensed Marks which will be associated with the Company on the Company's system, all of which shall relate and link specifically to the Affiliate.

"Online Marketing" means a form of marketing and advertising which uses the Internet to deliver promotional marketing messages to clients or potential clients. Online Marketing may include (but not limited to): email marketing, search engine marketing (SEM), social media marketing, types of display advertising, web banner advertising, landing pages, online magazine marketing, mobile advertising, etc.

"Regulator" means the Cypriot Security and Exchange Commission ("**CySEC**").

"Site" means the websites (including any device specific versions of such websites) and applications owned and/or operated by the Company or any of the Group Companies detailed in the Insertion Order;

"Site Gross Revenue" means in any calendar month the total amount of applicable End Users' real money trades on the Site minus:

- real money profits of such End Users;
- any credits, or other promotional amounts given to such End Users;
- any returned transactions or any uncollected (or refunded) revenue attributable to such End Users (including chargebacks, 'preventative' chargebacks or in settlement of any claims involving an End User);
- any licensing fees, applicable taxes, value added taxes, duties or similar mandatory payments imposed by any authority having jurisdiction over the Company or any of the Group Companies.

"Start Date" means the Start Date detailed in the Insertion Order.

- 1.2. Any clause, provision, or portion of this Agreement specifically ruled invalid, void, illegal or otherwise unenforceable by a competent court, will be amended to the extent required to render it valid, legal and enforceable, or deleted if no such amendment is feasible, and such amendment or deletion will not affect the enforceability of the other provisions hereof.
- 1.3. Any phrase introduced by the terms "including", "include" or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.

- 1.4. In this Agreement, unless the context otherwise requires, words importing the singular include the plural and vice versa, and words importing the masculine gender include the feminine and neuter and vice versa.
- 1.5. If any provision in a definition is a substantive provision conferring rights or imposing obligations on any Party, notwithstanding that it is only in the definition clause, effect shall be given to it as if it were a substantive provision in the body of the Agreement.
- 1.6. The headings in this Agreement are for ease of reference only and shall not affect its construction.

2. Setting Up Promotions

- 2.1. Following the execution of the Order Form by the Affiliate and the Company, the Company will provide you the Licensed Materials, that shall be uploaded to the central repository. You may display such Licensed Materials on the Affiliate Websites provided that you:
 - 2.1.1. only do so in accordance with the terms of this Agreement; and
 - 2.1.2. possess the legal right to use the Affiliate Websites.
- 2.2. You may not promote the Sites in any way that is not truthful, misleading or not in compliance with Applicable Laws.
- 2.3. You may not modify any Licensed Materials, unless you have received prior written consent from the Company to do so. If the Company determines that your use of any Licensed Materials is not in compliance with the terms of this Agreement, it may take measures as to render such Licensed Materials inoperative.
- 2.4. If the Company requests any change to your use and positioning of the Licensed Materials or cease using the Licensed Materials, you must promptly comply with that request.
- 2.5. You will immediately comply with all of the Company's instructions which may be notified to you from time to time regarding the use and placement of the Licensed Materials and your marketing efforts in general.
- 2.6. You agree that you will cooperate fully with the Company in order to establish and maintain the Licensed Materials. In addition, you may not modify any Licensed Materials, unless you have received prior written consent from the Company to do. If the Company determines that your use of any Licensed Materials is not in compliance with the terms of this Agreement, we may take measures as to render such Licensed Materials inoperative.
- 2.7. You undertake to the Company that you shall not market or promote the Site to any potential End Users from any Banned Territories; or be involved in any traffic coming from any Banned Territories; or allow, assist or encourage circumvention of any restriction put in place by us or the Site in connection with Banned Territories.
- 2.8. If you breach any of the provisions in this clause 2 in any way and at any time, the Company may:
 - 2.8.1. terminate this Agreement immediately;
 - 2.8.2. notify the Company's Clients regarding the termination via the Company's website; and
 - 2.8.3. retain any Commission otherwise payable to you under this Agreement and will no longer be liable to pay such Commission to you. In addition, the Company is obligated to disclose the incident to CySEC, including the address of the Affiliate's website and details of the Affiliate's identity [in case the Affiliate is a legal person, details of the representatives (physical persons)]

of the Affiliate that signed the agreement should be disclosed]. CySEC intends to publish on its website a warning list with the website addresses of the Affiliates that are operating outside the parameters provided by the Law.

3. Commission

- 3.1. The type of commission (whether CPA Scheme or a scheme which contains a CPA component) and amount of commission payable to you under the Agreement shall be stated in the Insertion Order (the "**Commission**").
- 3.2. Neither you nor any of your relatives (or where the Affiliate is a legal entity, neither the directors, officers nor employees of such company or the relatives of such individuals) are eligible to become an End User. Should you or any of your relatives attempt to do so (or where the Affiliate is a legal entity, the directors, officers or employees of such company or the relatives of such individuals attempt to do so) the Company may terminate this Agreement and retain all Commissions otherwise payable to you. For the purposes of this clause, the term "relative" shall mean any of the following: spouse, partner, parent, child or sibling.
- 3.3. For the avoidance of doubt, the Company shall be under no obligation to pay any Commission with respect to any End User who is at any time blocked or suspended by the Company for any reason (including for reasons of fraud, unauthorized activity or any failure to validate the end-user account).
- 3.4. You acknowledge and accept that the Company's calculation of the number of End Users and Commission shall be the sole and authoritative measurement and shall not be open to review or appeal. The Company shall notify you of the number of End Users and amount of Commission.
- 3.5. To ensure accurate tracking, reporting and Commission accrual, you are responsible for ensuring that the Licensed Materials used on your Affiliate Websites are properly formatted throughout the term of this Agreement.
- 3.6. In consideration of your provision of the marketing services in accordance with the general terms of this Insertion Order, the Company shall pay you the Commission monthly, within approximately 30 days after the end of each calendar month. Payments of Commission shall be made directly to you as per your payment details in the Insertion Order. It is your responsibility to ensure that the details provided by you are both accurate and complete and the Company will have no obligation whatsoever to verify the accuracy and completeness of such details. In the event that you provide the Company with incorrect or incomplete details or you have failed to update your details and as a result your Commission is paid to an incorrect Designated Account, the Company shall cease to be liable to you for any such Commission. Without derogating from the foregoing, if the Company is not able to transfer the Commission to you, the Company reserves the right to deduct from the Commission a reasonable amount to reflect the required investigation and additional work including without limitation the administrative burden created by your having provided incorrect or incomplete details. Should the Company not be able to transfer any Commission to you as a result of any incomplete or incorrect details of your Designated Account, or for any other reason beyond the control of the Company, the Company reserves the right to withhold any such Commission and will no longer be liable to pay such Commission.
- 3.7. In consideration of your provision of the marketing services in accordance with the terms of this Agreement, the Company shall pay you the Commission on a monthly basis, within approximately 30 days after the end of each calendar month. Payments of Commission shall be made directly to you as per your payment details in the Insertion Order (the "Designated Account"). It is your responsibility to ensure that the details provided by you are both accurate and complete and the Company will have no obligation whatsoever to verify the accuracy and completeness of such details. In the event that

you provide the Company with incorrect or incomplete details or you have failed to update your details and as a result your Commission is paid to an incorrect Designated Account, the Company shall cease to be liable to you for any such Commission. Without derogating from the foregoing, if the Company is not able to transfer the Commission to you, the Company reserves the right to deduct from the Commission a reasonable amount to reflect the required investigation and additional work including without limitation the administrative burden created by your having provided incorrect or incomplete details. Should the Company not be able to transfer any Commission to you as a result of any incomplete or incorrect details of your Designated Account, or for any other reason beyond the control of the Company, the Company reserves the right to withhold any such Commission and will no longer be liable to pay such Commission.

- 3.8. The Company reserves the right to take action against you or your End Users should you or your End Users show patterns of manipulating and/or abusing our affiliate scheme in any way whatsoever. If the Company determines that such conduct is being undertaken, it may withhold and keep any Commission payments which would have otherwise been payable to you under this Agreement and terminate this Agreement with immediate effect.
- 3.9. Notwithstanding any other provision in this Agreement, any Commission, shall only be payable for a maximum period of 24 months from the date on which the applicable individual or entity qualifies as an End User and in any event only during the term of this Agreement.
- 3.10. The Company hereby retains the right to convert the commission scheme by which you are, have been or will be paid.
- 3.11. The Company shall be entitled to set-off from the amount of Commission to be paid to you any associated costs related to the transfer of such Commission.
- 3.12. If the Commission to be paid to you in any calendar month is less than \$500 (the "Minimum Amount"), the Company shall not be obliged to make the payment to you and may postpone payment of this amount and combine this with a payment for a subsequent month(s) until such time as the total Commission is equal to or greater than the Minimum Amount.
- 3.13. You are fully responsible for all taxes, fees and other costs incidental to and arising from any payments made you under this Agreement, including without limitation any processing fees. You will indemnify and reimburse us or our Group Companies for any costs, expenses or losses that may be caused to it as a result of any claim or demand made by any governmental or other authority, with regard to tax withholding obligations or similar obligations to which the we may be subject in connection with making payments to you. We reserve the right to withhold or set-off any such amounts from the payments made to the Affiliate.
- 3.14. The Company reserves the right, at its sole discretion, to immediately cease any or all marketing efforts in certain jurisdictions and you shall immediately cease marketing to persons in such jurisdictions. The Company will not be liable to pay you any Commission which would have otherwise been payable to you under this Agreement in respect of such jurisdictions.
- 3.15. Without derogating from the rights of the Company under this Agreement or by law, the Company may set off any amount which you owe to it pursuant to this Agreement or by law from any sum that you are entitled to receive from the Company, from whatever source.
- 3.16. Without derogating from clause 3.14, the Company reserves the right, at its sole discretion, to immediately cease paying you Commission with respect to End Users' Actions generated by you from a specific jurisdiction and you shall immediately cease marketing to persons in such jurisdiction.

4. Fraudulent and Unauthorised Activities

- 4.1. The Company retains the right to review your activity under this Agreement for possible Fraudulent Activity and Unauthorised Activity, whether such Fraudulent or Unauthorised Activity is on your part or the part of an End User. Any review period will not exceed 60 days. During this review period, the Company shall have the right to withhold any Commission otherwise payable to you. Any incidence of any Fraudulent or Unauthorised Activity on your part (or the part of an End User) constitutes a breach of this Agreement and the Company retains the right to terminate this Agreement immediately and retain all Commission otherwise payable to you and will no longer be liable to pay such Commission to you. The Company also retains the right to set-off from future Commissions payable to you any amounts already received by you which can be shown to have been generated by a Fraudulent or unauthorised Activity.

5. Intellectual Property

- 5.1. For the duration of the Agreement, you are granted a non-transferable, non-exclusive, revocable license to place the Licensed Materials solely on the Affiliate Websites, in connection with promoting and marketing the Site, solely for the purpose of generating potential End Users.
- 5.2. You are not permitted to alter, modify or change the Licensed Materials including without limitation the Licensed Marks contained therein, in any way whatsoever.
- 5.3. You may not use any Licensed Materials for any purpose whatsoever other than for generating End Users.
- 5.4. The Company reserves all of its intellectual property rights in the Licensed Materials. The Company revokes your license to use the Licensed Materials at any time by written notice to you, whereupon you shall immediately destroy or deliver up to the Company all such materials that are in your possession. You acknowledge that, except for the license which may be granted to you in connection hereto, you have not acquired and will not acquire any right, interest or title to the Licensed Materials by reason of this Agreement or your activities hereunder. The aforementioned license shall terminate upon the termination of this Agreement.
- 5.5. You shall not assert the invalidity or unenforceability, or otherwise contest the ownership of the Licensed Marks, in any action or proceeding of whatever nature, and shall not take any action that may prejudice the Company and its Licensed Marks and not to do any act or omission which may invalidate or weaken the validity of the Licensed Marks or diminish the Licensed Marks' associated goodwill.
- 5.6. You shall not register or attempt to register any logo, trade mark, trade name, insignia, design, domain name or similar identifying material that contain the Licensed Marks or are confusingly similar to or are comprised of any of the Licensed Marks.
- 5.7. You shall not register or attempt to register and/or open domain names or social media pages or accounts (on any platform) which comprise and/or are similar or confusingly similar to the Sites including our name, or any other associated brands or companies, including (for the avoidance of doubt) any misspellings of the domain names of any of the Site (commonly known as 'typo-squatting), or any phonetics of any of the Sites. Once the Company becomes aware that you have registered or opened such a domain name you will be informed and required to transfer the domain name to the Company or an entity nominated by the Company, immediately free of charge. Your obligation to transfer domain names registered in breach of this clause extends to domain names registered prior to the date of execution of the Insertion Order. Until the domain name has been

transferred to the nominated company you will not allow the domain name registration to lapse. The Company may, in its sole discretion, withhold all Commission that may be due to you until the domain name is transferred.

- 5.8. If you breach any of the provisions in clauses 5.2-5.7 (inclusive) in any way and at any time, the Company may:
 - 5.8.1. terminate this Agreement immediately; and
 - 5.8.2. retain any Commission otherwise payable to you under this Agreement and will no longer be liable to pay such Commission to you.

6. Obligations Regarding the Affiliate Websites and Marketing Materials

- 6.1. You will be solely responsible for the technical operation of your Affiliate Websites and the accuracy and appropriateness of materials posted on your Affiliate Websites.
- 6.2. You agree that the Affiliate Websites will not include any:
 - 6.2.1. content which is deemed by the Company to be or which contains unlawful, harmful, threatening, defamatory, obscene, harassing, or racially, ethnically or otherwise objectionable, which by way of example only, might mean that it contains:
 - 6.2.1.1. sexually explicit, pornographic or obscene content (whether in text or graphics);
 - 6.2.1.2. speech or images that are offensive, profane, hateful, threatening, harmful, defamatory, libelous, harassing or discriminatory (whether based on race, ethnicity, creed, religion, gender, sexual orientation, physical disability or otherwise);
 - 6.2.1.3. graphic violence; (vi) politically sensitive or controversial issues; or
 - 6.2.1.4. any unlawful behavior or conduct,
 - 6.2.2. content which is designed to appeal to persons under the age of 18 or under the minimum legal age in the applicable jurisdictions,
 - 6.2.3. which is malicious, harmful or intrusive software including any spyware, adware, trojans, viruses, worms, spybots, keyloggers or any other form of malware, (d) content which is infringing any third-party privacy or Intellectual Property rights, or
 - 6.2.4. content which is in breach of Applicable Laws.
- 6.3. You undertake to the Company that all of your activities, the Affiliate Websites and any related marketing materials shall comply with Applicable Laws. Without derogating from the aforementioned you will not use any unsolicited or spam messages to promote the Site.
- 6.4. You will not make any claims, representations or warranties in connection with the Company or the Site, and it will not be authorised to make any commitment or assume any liability or obligation on or behalf or on behalf the Site.
- 6.5. Other than use of the Licensed Materials, you agree that your Affiliate Website will contain any content of the websites of the Company and any of its Group Companies or any materials, which are proprietary to the Company or its Group Companies, except with the Company's prior written permission.
- 6.6. You will not use any unsolicited or spam messages to promote the Site.
- 6.7. If the Company receives a complaint that you have been engaging in any practices which are in breach of Applicable Laws, including, without limitation, sending spam messages or unsolicited messages ("Prohibited Practices"), you hereby agree that we may provide to the party making the complaint any details required for the complaining party to contact you directly in order for you to

resolve the complaint. The details which the Company may provide to the party making the complaint, may include your name, email address, postal address and telephone number. You hereby warrant and undertake that you will immediately cease engaging in Prohibited Practices and make every effort to resolve the complaint. In addition, the Company reserves all of its rights in this matter including without limitation the right to immediately terminate this Agreement and to set off or charge you for all claims, damages, expenses, costs, or fines incurred or suffered by the Company or any Group Companies in relation to this matter. Nothing stated or omitted herein shall in any manner prejudice any such rights.

- 6.8. You undertake to immediately comply with all instructions and guidelines provided by the Company in relation to your activities in marketing and promoting the Sites including, without limitation, any instruction received from the Company requesting you to post on the Affiliate Websites information regarding new features and promotions for the Site.
- 6.9. You shall provide such information to the Company (and co-operate with all requests and investigations) as the Company may reasonably require in order to satisfy any information reporting, disclosure and other related obligations to any Regulator from time to time, and shall co-operate with all such Regulators directly or through the Company, as required by the Company.
- 6.10. You will not violate the terms of use and any applicable policies of any search engines.
- 6.11. In the event that you breach any of clauses 6.1 to 6.10 (inclusive), in any way and at any time the Company may:
 - 6.11.1. terminate this Agreement immediately; and
 - 6.11.2. retain any Commission otherwise payable to you under this Agreement and will no longer be liable to pay such Commission to you.

7. Privacy and Personal Data Protection

7.1. Definitions:

“Data Protection Laws” means, as applicable, any and/or all applicable domestic and foreign laws, rules, directives and regulations, on any local, provincial, state or deferral or national level, pertaining to data privacy, data security and/or the protection of Personal Data, including the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (“GDPR”), the Cyprus Law for the Protection of Natural Persons with regard to the Processing of Personal Data and for the Free Movement of such Data (Law 125(I)/2018), the Data Protection Directive 95/46/EC and the Privacy and Electronic Communications Directive 2002/58/EC (and respective local implementing laws) concerning the processing of personal data and the protection of privacy in the electronic communications sector (Directive on privacy and electronic communications, or "ePrivacy Directive"), including any amendments or replacements to them.

“Data Subject” means a data subject to whom Personal Data relates, including an End User.

“Personal Data” means any personal data that is processed by a party under the Agreement in connection with its provision or use (as applicable) of the Services.

The terms **“Controller”**, **“Processing”** and **“Processor”** as used in this have the meanings given in the GDPR.

- 7.2. All of the Company's service providers, including Affiliates and their employees, must comply and operate in accordance with the requirements of applicable Data Protection Laws.
- 7.3. You hereby declare to act in accordance with your applicable obligations and legal status under Data Protection Laws and the GDPR in particular, including:
 - 7.3.1. If you're Processing Personal Data as a Processor, you shall:
 - 7.3.1.1. Execute a separate Data Protection Addendum ("**DPA**") with the Company.
 - 7.3.1.2. As long as you collect Personal Data on behalf of the Company (Full names of clients, email addresses of clients and Telephone number [if applicable]) you warrant and represent that:
 - 7.3.1.2.1. You have provided Data Subjects with appropriate transparency regarding data collection and use and all required notices (e.g. by referring Data Subjects to Company's privacy policy and relevant documentation prior to the collection of their Personal Data), and
 - 7.3.1.2.2. You have obtained any and all consents or permissions necessary under Data Protection Laws, including obtaining a proper affirmative act of consent from Data Subjects in order for yours and the Company's Processing of Personal Data as set out herein.
 - 7.3.2. If you're Processing Personal Data as a Controller, you declare as follows:
 - 7.3.2.1. You and the Company are independent Controllers of Personal Data under the Data Protection Laws and each shall individually determine the purposes and means of its processing of Personal Data, and will comply with the obligations applicable to it under the Data Protection Laws with respect to the processing of Personal Data.
 - 7.3.2.2. Prior to processing any Personal Data, you will maintain a publicly-accessible privacy policy on your mobile apps and websites that is available via a prominent link that satisfies transparency disclosure requirements of Data Protection Laws. You warrant and represent that you have provided Data Subjects with appropriate transparency regarding data collection and use and all required notices, and obtained any and all consents or permissions necessary under ePrivacy Directive. It is hereby clarified that you are the initial Controller of Personal Data. Where you rely on consent as the legal basis to Process Personal Data, you shall ensure that you obtain a proper affirmative act of consent from Data Subjects in accordance with Data Protection Laws, in order for yours and the Company's Processing of Personal Data as set out herein.
 - 7.3.2.3. You will provide a level of protection for Personal Data that is at least equivalent to that required under Data Protection Laws. You shall implement appropriate technical and organizational measures to protect the Personal Data. In the event that you suffer a security Incident, you shall notify the Company without undue delay and cooperate with it in good faith to employ such measures as may be necessary to mitigate or remedy the effects of the security incident. Where either party receives a request from a Data Subject in respect of Personal Data controlled by such Party, then such Party shall be responsible to exercise the request, in accordance with Data Protection Laws.
 - 7.3.2.4. You will be solely liable, hold the Company harmless and indemnify it as subject to articles 12 and 16 herein, for any breach of your obligations under applicable laws and Data Protection Laws in particular.

8. Representations and Warranties

8.1. You hereby represent and warrant to the Company that:

8.1.1. you have accepted the terms and conditions of this Agreement, which creates legal, valid and binding obligations on you, enforceable against you in accordance with their terms;

8.1.2. all the information provided by you in the Insertion Order is true and accurate;

8.1.3. your entering into, and performance of your obligations under, this agreement will not conflict with or violate the provisions of any agreement to which you are party or breach Applicable Laws;

8.1.4. you have, and will have throughout the term of this Agreement, all approvals, permits and licenses (which includes but is not limited to any approvals, permits and licenses necessary from any applicable Regulator) required to enter this Agreement, or receive payment under this Agreement;

8.1.5. if you are an individual rather than a legal entity, you are an adult of at least 18 years of age; and

8.1.6. you have evaluated the laws relating to your activities and obligations hereunder and you have independently concluded that you can enter this Agreement and fulfill your obligations hereunder without violating any Applicable Laws.

8.2. In the event that you breach clause 8.1 in any way and at any time the Company may:

8.2.1. terminate this Agreement immediately; and

8.2.2. retain any Commission otherwise payable to you under this Agreement and will no longer be liable to pay such Commission to you.

9. Term

9.1. The term of this Agreement shall commence on the Start Date and shall continue until the End Date, whereupon the Agreement will automatically terminate.

9.2. At any time, either party may immediately terminate this Agreement, with or without cause, by giving the other party written notice of termination (via fax or e-mail).

9.3. Following termination of this Agreement, the Company may withhold the final payment of any Commission otherwise payable to you for a reasonable time to ensure that the correct amount of Commission is paid.

9.4. Upon the termination of this Agreement for any reason, you will immediately cease use of, and remove from the Affiliate Websites, all Licensed Materials and any other names, marks, symbols, copyrights, logos, designs, or other proprietary designations or properties owned, developed, licensed or created by the Company and/or provided by or on behalf of the Company to you pursuant to this Agreement. Following the termination of this Agreement and the Company's payment to you of all Commissions due at such time of termination, the Company shall have no obligation to make any further payments to you.

- 9.5. The provisions of clauses 2.8, 3.15, 4, 5.4 , 5.8, 6.7, 6.9, 6.10, 6.11, 8, 9.3, 9.4, 11, 12, 15, 16, 16, 17, 18 and 19 as well as any other provision of this Agreement that contemplates performance or observance subsequent to termination or expiration of this Agreement will survive expiration or termination of this Agreement and continue in full force and effect for the period set forth therein, or if no period is set forth therein, indefinitely.

10. Modification

- 10.1. The Company may modify any of the terms and conditions contained in this Affiliate Agreement, at any time at its sole discretion. You agree that posting a change of terms notice or a new agreement on the Company's website is considered sufficient provision of notice and such modifications shall be effective as of the date of posting.
- 10.2. If any modification is unacceptable to you, your sole recourse is to terminate this Agreement and your continued marketing and promotion of the Site following the posting of a change notice or new agreement on the Site will constitute binding acceptance by you of the change. Due to the above, you should frequently visit the Site and review the terms and conditions of this Agreement.
- 10.3. The Insertion Order may only be modified through the written agreement of both the Company and the Affiliate.

11. Disclaimers

- 11.1. The Company makes no express or implied warranties or representations with respect to the affiliate scheme (including without limitation warranties of fitness, merchantability, non- infringement, or any implied warranties arising out of a course of performance, dealing, or trade usage). In addition, the Company makes no representation that the operation of the licensed materials will be uninterrupted or error-free, and will not be liable for the consequences of any interruptions or errors.

12. Limitation of Liability

- 12.1. Nothing in this clause shall exclude or limit either party's liability for death or personal injury resulting from such party's gross negligence or for fraud, unauthorised activity, fraudulent misstatement or fraudulent misrepresentation.
- 12.2. The Company shall not be liable (in contract, tort (including negligence) or for breach of statutory duty or in any other way) for any:
- 12.2.1. actual or expected indirect, special or consequential loss or damage;
 - 12.2.2. loss of opportunity or loss of anticipated savings;
 - 12.2.3. loss of contracts, business, profits or revenues;
 - 12.2.4. loss of goodwill or reputation; or
 - 12.2.5. loss of data.
- 12.3. The Company's aggregate liability in respect of any loss or damage suffered by you and arising out of or in connection with this Agreement, whether in contract, tort (including negligence) or for breach of statutory duty or in any other way, shall not exceed the total Commission paid or payable to you under this Agreement.
- 12.4. You acknowledge and agree that the limitations contained in this clause 11 are reasonable in the circumstances and that you have taken independent legal advice regarding the same.

13. Independent Investigation

- 13.1. You acknowledge that you have read this Agreement, have had an opportunity to consult with your own legal advisors if you so desired, and agree to all of its terms and conditions. You acknowledge and agree that you are not relying on any representation, guarantee or statement other than as set forth in this Agreement.

14. Relationship of Parties

- 14.1. You and the Company are independent contractors, and nothing in this Agreement will create any partnership, joint venture, agency, franchise, sales representative, or employment relationship between the parties.

15. Confidentiality

- 15.1. The Company may disclose Confidential Information to an Affiliate only according to its Privacy Policy as published on the Company's website and only for a period of time as allowed by the European and Cypriot laws and regulation and according to the Company's Privacy Policy.
- 15.2. You may not disclose any Confidential Information to any other person. Notwithstanding the foregoing, you may disclose Confidential Information to the extent:
 - 15.2.1. required by law; or
 - 15.2.2. the information has come into the public domain through no fault of your own.
- 15.3. You shall not make any public announcement with respect to any aspect of this Agreement or your relationship with the Company without the prior written approval of the Company.

16. Indemnification

- 16.1. You hereby agree to indemnify, defend and hold harmless the Company, Group Companies and their respective shareholders, officers, directors, employees, agents, Group Companies, successors and assigns (the "Indemnified Parties"), from and against any and all claims and all direct, indirect or consequential liabilities (including loss of profits, loss of business, depletion of goodwill and similar losses), costs, proceedings, damages and expenses (including legal and other professional fees and expenses) awarded against, or incurred or paid by, any of the Indemnified Parties, as a result of or in connection with your breach of your obligations, warranties, covenants, undertakings and representations contained in this Agreement.

17. Entire Agreement

- 17.1. The provisions contained in the Agreement constitute the entire agreement between the parties with respect to the subject matter of this Agreement, and no statement or inducement with respect to such subject matter by any party which is not contained in this Agreement shall be valid or binding between the parties.

18. Discrepancy or Conflict Between the Insertion Order and The Affiliate Agreement

- 18.1. In the event of any discrepancy or conflict between The Insertion Order and the Affiliate Agreement, the Insertion Order shall govern.

19. Governing Law

19.1. This Agreement and any matters relating hereto shall be governed by and construed in accordance with the laws of Cyprus. The courts of Cyprus shall have exclusive jurisdiction over any dispute arising out of or relating to this Agreement and the transactions contemplated thereby.

20. Miscellaneous

20.1. You may not assign this Agreement, by operation of law or otherwise, without the Company's express prior written consent. Subject to that restriction, this Agreement will be binding on, inure to the benefit of, and be enforceable against the parties and their respective successors and assigns. You may not sub-contract or enter into any arrangement whereby another person is to perform any or all of your obligations under this Agreement.

20.2. The Company's failure to enforce your strict performance of any provision of this Agreement will not constitute a waiver of its right to subsequently enforce such provision or any other provision of this Agreement.

20.3. The Company reserves the right to transfer, assign, sublicense or pledge this Agreement, in whole or in part, upon giving you reasonable notice:

20.3.1. to any of the Group Companies, or

20.3.2. to any entity in the event of a merger, sale of assets or other similar corporate transaction in which the Company may be involved in. The Company will notify you of any such transfer, assignment, sublicense or pledge by publishing the new version of this Agreement on the Company's website.

20.4. Any clause, provision, or portion of this Agreement specifically ruled invalid, void, illegal or otherwise unenforceable by a court under the jurisdiction of Cyprus, will be amended to the extent required to render it valid, legal and enforceable, or deleted if no such amendment is feasible, and such amendment or deletion will not affect the enforceability of the other provisions hereof.