

## AFFILIATE TERMS & CONDITIONS

VERSION 1. EFFECTIVE FROM 01.03.2023

This Affiliate Agreement (hereinafter referred to as the "Agreement") is entered into by and between you (hereinafter referred to as "Affiliate" or "you") and [www.leadallianceaffiliates.com](http://www.leadallianceaffiliates.com), a website operated by Inovatiq Ltd, a company incorporated under the laws of Malta, with registration number C-85237 and registered address at Office 33/ Regent House, 8 Bisazza Street, Sliema, SLM1640, Malta (hereinafter referred to as the "Company", "us", "we" or "Affiliate Program").

By registering for the Affiliate Program, and by accessing and utilizing any of our marketing tools or accepting any reward, bonus, or commission, whether contained in the Agreement or elsewhere as a part of our Affiliate Program, you hereby acknowledge that you have read, understood, and agreed to be bound by the terms and conditions set forth in this Agreement.

The Company reserves the right to periodically modify this Agreement at its sole discretion. Although we shall endeavor to notify you of any such changes, it is your responsibility to regularly review the terms of this Agreement. Your continued participation in the Affiliate Program shall constitute your acceptance of the updated Agreement.

### DEFINITIONS

1.1 "Affiliate" refers to the individual or entity applying to participate in the Affiliate Program.

1.2 "Affiliate Account" refers to the account established by the Affiliate after submitting an Affiliate Application to the Company and obtaining approval to participate in the Affiliate Program.

1.3 "Affiliate Agreement" encompasses (i) all terms and conditions set forth in this document, (ii) the terms and conditions of the Commission Structures pertaining to various products and brands, and (iii) any other rules or guidelines promulgated by the Company and/or the Websites and communicated to the Affiliate from time to time.

1.4 "Affiliate Website" denotes any website owned, operated, or otherwise controlled by the Affiliate.

1.5 "Affiliate Links" signifies internet hyperlinks employed by the Affiliate to connect the Affiliate Website(s) or any other third-party website to the Company Websites.

1.6 "Affiliate Application" refers to the application submitted by the Affiliate with the intent to participate in the Affiliate Program.

1.7 "Affiliate Program" constitutes a collaborative arrangement between the Company and the Affiliate, wherein the Affiliate endorses the Company's websites and generates Affiliate Links from the Affiliate Website(s) to the Company's websites. In consideration of these services, the Affiliate receives a commission based on the traffic generated for the Company's websites, subject to the terms and conditions contained within this Affiliate Agreement and the relevant product-specific Commission Structure.

1.8 "Affiliate Wallet" denotes an online wallet registered in the name of the Affiliate, into which the Company deposits the commission and any other payments owed to the Affiliate, which the Affiliate may withdraw in accordance with the terms of this Affiliate Agreement.

1.9 "Company" shall encompass Inovatiq Ltd and any other company within our group, including our parent companies, their parent companies, and all subsidiaries of these respective companies.

1.10 "Company Websites" refers to the website <https://beastino.com/> and any other websites (including mirror websites) that may be incorporated into this Affiliate Program from time to time.

1.11 "Commission" refers to the percentage of the Net Gaming Revenue or, where applicable, a fixed amount for a New Customer (CPA structure) as stipulated in the Commission Structures.

1.12 "Commission Structures" encompasses any specific reward structures explicitly agreed upon between the Company and the Affiliate.

1.13 "Confidential Information" denotes any information of commercial or essential value relating to the Company, such as but not limited to, financial reports, trade secrets, know-how, pricing and custom quotes, business information, products, strategies, databases, technology, information about New Customers, other customers and users of Company Websites, marketing plans, and operational methods.

1.14 "Intellectual Property Rights" signifies any copyrights, trademarks, service marks, domain names, brands, business names, and registrations of the aforementioned and/or any other rights of a similar nature.

1.15 "Net Gaming Revenue" or "NGR" refers to all monies received by the Company from New Customers as placed bets, less (a) winnings returned to New Customers, (b) issued bonuses, (c) net balance corrections, (d) administration fees, (e) fraud costs, and chargebacks. For the avoidance of

doubt, all Net Gaming Revenue amounts mentioned above are solely related to New Customers referred to Company Websites by the Affiliate Website(s).

1.16 "New Registered Customer" or "NRC" denotes a new, first-time customer of the Company who registered and created a player account at Company Websites', in accordance with the applicable terms and conditions of Company Websites'. This excludes the Affiliate, its employees, relatives, and friends.

1.17 "New Depositing Customer" or "NDC" or "New Customer" refers to a new, first-time customer of the Company who made a first deposit amounting to at least the applicable minimum deposit at Company Websites' player account, in accordance with the applicable terms and conditions of Company Websites'. This excludes the Affiliate, its employees, relatives, and friends.

1.18 "Minimum Volume Amount" signifies the minimum number of referred New Registered Customers in any given month.

1.19 "Motivated Traffic" is defined as the portion of your total traffic volume that made only a minimum first deposit during the current month.

1.20 "Parties" pertains to the Company and the Affiliate (each a "Party").

1.21 "Personal Data" constitutes any information relating to any person, whether individual or legal, that is or may be identified, directly or indirectly.

## 2. AFFILIATE OBLIGATIONS

### 2.1 Registering as an Affiliate

To join our Affiliate Program, you must accept these terms and conditions by selecting the respective checkbox while submitting the Affiliate Application. The Affiliate Application will constitute an integral part of the Affiliate Agreement.

At our sole discretion, we will determine whether to accept an Affiliate Application, and our decision is final and not subject to any appeal. We will notify you by email regarding the acceptance or rejection of your Affiliate Application.

You agree to promptly provide any documentation required by the Company to verify the Affiliate Application and to verify the Affiliate Account information at any time during the term of the Affiliate Agreement. This documentation may include, but is not limited to, bank statements, individual or corporate identity documents, and proof of address.

It is your exclusive responsibility to ensure that the information you provide us when registering with the Affiliate Program is accurate and up-to-date at all times.

## 2.2 Affiliate Login Details

It is your exclusive obligation and responsibility to maintain the confidentiality and security of your Affiliate Account login details at all times.

Any unauthorized use of your Affiliate Account resulting from your failure to adequately safeguard your login information shall be your sole responsibility, and you remain solely responsible and liable for all activity occurring under your Affiliate Account user ID and password (regardless of whether you authorized such activity). You are obliged to inform us immediately if you suspect illegal or unauthorized use of your Affiliate Account.

## 2.3 Affiliate Program Participation

The Affiliate Program is designed for your direct participation. Opening an Affiliate Account on behalf of a third party, brokering, or transferring an Affiliate Account is not permitted. Affiliates wishing to transfer an account to another beneficial owner must contact us and request permission. You agree not to open more than one Affiliate Account without our prior written consent.

By agreeing to participate in the Affiliate Program, you commit to use your best efforts to actively advertise, market, and promote the Company Websites in accordance with the Affiliate Agreement and the Company's instructions from time to time. You will ensure that all activities conducted by you under the Affiliate Agreement serve the Company's best interest and do not damage the Company's reputation or goodwill in any way.

You may link to the Company Website using the Affiliate Links or other materials as we may approve from time to time. This is the only method by which you may advertise on our behalf.

## 2.4 Affiliate Website

You will bear sole responsibility for the development, operation, and maintenance of the Affiliate Website and all materials appearing on the Affiliate Website. You shall always ensure that the Affiliate Website complies with all applicable laws, including the General Data Protection Regulation (GDPR), and functions as a professional website.

You will not present the Affiliate Website in a manner that may create confusion with the Company Websites or give the impression that it is owned or operated by the Company.

The Affiliate Website will not contain any defamatory, libelous, discriminatory, or otherwise unsuitable content (including, but not limited to, violent, obscene, derogatory, or pornographic materials or content that would be unlawful in the target country).

## 2.5 Valid Traffic and Good Faith

You shall not generate traffic to Company Websites by registering as a New Customer, either directly or indirectly (for example, by using associates, family members, or other third parties). Such behavior shall be considered as fraud.

You shall also not attempt to benefit from traffic not generated in good faith. If you have any reasonable suspicion that any New Customer referred by you to any of the Company websites is in any way associated with bonus abuse, money laundering, fraud, or other abuse of remote gaming websites, you shall promptly notify us.

You hereby acknowledge that any New Customer found to be a bonus abuser, money launderer, fraudster, or who assists in any form of affiliate fraud (whether notified by you or later discovered by us) does not qualify as a valid New Customer under the Affiliate Agreement, and therefore no Commission shall be payable in relation to such New Customers.

You hereby acknowledge that if 50% of New Customers from your total traffic volume make only a minimum first deposit during the current month, such traffic shall be considered as motivated under the Affiliate Agreement, and any Commission in relation to such New Customers may be frozen or rendered non-payable at the Company's discretion. This provision takes effect unless otherwise agreed upon with the affiliate manager beforehand.

You hereby acknowledge that if more than 50% of New Customers from your total traffic volume make only a minimum first deposit during the current month, the entire traffic volume shall be considered as motivated. In this case, the Company reserves the right to withhold Commission for such traffic. This provision takes effect unless otherwise agreed upon with the affiliate manager beforehand.

You hereby acknowledge that if 20% of New Customers from your total traffic volume are found to be bonus abusers, money launderers, fraudsters, or assist in any form of affiliate fraud (whether notified by you or later discovered by us), they shall not count as valid New Customers under the Affiliate Agreement, and no Commission shall be payable in relation to your entire traffic. This provision takes effect unless otherwise agreed upon with the affiliate manager beforehand.

The Company reserves the right to request that you suspend your traffic by sending an email or notifying you via other instant messengers (e.g., Skype, Telegram, etc.) to assess the quality of your traffic and check for fraud. You hereby acknowledge that upon receiving a suspension notification

from the Company, you will cease traffic, and all New Customers who register after this notification shall not count as valid New Customers. Consequently, any Commission in relation to such New Customers may be frozen and/or rendered non-payable at the Company's discretion.

The Company reserves the right to cancel the partner's current deal and set a new deal unilaterally by notifying the Partner one (1) bank day in advance. Reasons for cancellation may include:

a) Low-quality traffic;

b) Low conversion that may lead to a negative balance.

You hereby acknowledge that after the cancellation of the current deal and the setting of a new one with unilateral notification one (1) bank day beforehand, all subsequent traffic brought by the Partner (registrations, first deposits, and subsequent deposits) shall be paid under the conditions of the new deal.

## 2.6 Unsuitable Websites

You shall not use any Affiliate Links or place any digital advertisements featuring our Intellectual Property on unsuitable websites (whether owned by a third party or otherwise).

Unsuitable websites include, but are not limited to, websites targeting children, displaying illegal pornography or other illegal sexual acts, promoting violence, promoting discrimination based on race, sex, religion, nationality, disability, sexual orientation, or age, promoting illegal activities, violating the intellectual property rights of any third party or the Company, or breaching any relevant advertising regulations or codes of practice in any territory where such Affiliate Links or digital advertisements may be featured.

## 2.7 Affiliate Links

The Affiliate Links shall be displayed as prominently as any other sales link on the Affiliate Website.

You shall only use Affiliate Links provided by the Company within the scope of the Affiliate Program.

## 2.8 Email and SMS Marketing

If you intend to send any emails or SMS communications to individuals which (i) include any of the Company's Intellectual Property Rights, or (ii) otherwise promote Company Websites, you must first obtain our permission to send such emails or SMS communications.

If the Company grants permission, you must then ensure you have obtained each recipient's explicit consent to receive marketing communications in the form of communication to be sent (i.e., by SMS or email) and that such individuals have not opted out of receiving such communication. You must also make it clear to the recipient that all marketing communications are sent from you and not from our Company.

## 2.9 Use of Company Intellectual Property Rights

Any use of the Company's Intellectual Property Rights must comply with any brand guidelines issued to you from time to time and are always subject to the approval required in the clause below.

You shall not register domain names, search terms, or other identifiers for use in any search engine, portal, app store, sponsored advertising service, or other referral service that are identical to any of the Company's trademarks or that otherwise include the Company's trademarks.

## 2.10 Approved Creative

You shall not use any advertising layout or creative (including banners, images, logos) incorporating our Intellectual Property Rights unless provided to you by the Company or approved in writing by the Company. You shall not modify the appearance of any provided or approved advertising.

It is your responsibility to seek approval from the Company for any advertising campaign or creative, ensure you have written approval, and be able to evidence such approval upon request.

## 2.11 Loyalty Programs

You shall not offer any cash-back/value-back or similar programs, other than those offered on the Company Websites.

## 2.12 Responsible Gaming

The Company is committed to responsible gaming and preventing gambling addiction. You agree to actively cooperate with the Company to convey a responsible gaming message. Specifically, you shall not target persons under 18 or the legal gambling age in their jurisdiction.

## 2.13 Illegal Activity

You shall not target any territory or jurisdictions where gambling is illegal, act within relevant and applicable laws, and not perform any illegal acts in relation to the Affiliate Program or otherwise.

The Affiliate acknowledges that promoting on Swedish market resources and using the Swedish language is subject to legal restrictions in Sweden. Such actions will be considered a breach of general terms & conditions and will lead to immediate account closure.

The Affiliate acknowledges the following criteria:

It is not allowed to use or advertise (including through affiliates) on any .nl domains;

It is not allowed to include Dutch themes;

It is not allowed to use a website in Dutch language;

It is not allowed to mention acceptance of Dutch payment or bank accounts, or that withdrawals are accepted via Dutch bank accounts.

Violations of these conditions may result in commission confiscation and account blocking.

#### 2.14 Data Protection and Cookies

You shall comply with the General Data Protection Regulation (GDPR) and any existing or new data protection acts, regulations, or laws applicable to your territory, including all applicable legislation and/or regulations relating to the use of cookies.

#### 2.15 Cost and Expense

You shall be solely responsible for all risks, costs, and expenses incurred in fulfilling your obligations under the Affiliate Agreement.

#### 2.16 Company Monitoring of Affiliate Activity

You shall provide the Company with all necessary assistance and information requested to monitor your activity under the Affiliate Program.

#### 2.17 Commissions Paid Incorrectly

The Affiliate agrees to return all Commissions received based on New Customers referred to the Company in breach of the Affiliate Agreement or relating to fraudulent or falsified transactions upon the Company's request.

### 3. AFFILIATE RIGHTS

#### 3.1 Right to Direct New Customers

We grant you a non-exclusive, non-assignable right during the term of this Affiliate Agreement to direct New Customers to agreed-upon Company Websites in strict accordance with the Affiliate



Agreement terms. You shall have no claim to Commission or other compensation on business secured by persons or entities other than you.

### 3.2 License to Use Company Intellectual Property Rights

We grant you a non-exclusive, non-transferable license during the term of this Affiliate Agreement to use the Company Intellectual Property Rights solely in connection with the display of promotional materials on the Affiliate Website or other approved locations (in writing) by the Company. This license cannot be sub-licensed, assigned, or otherwise transferred by you.

### 3.3 Players' Personal Data

For the purpose of the services delivered under this Agreement, it is understood that the Affiliate shall not have access to any Personal Data of the Company's customers.

## 4. COMPANY OBLIGATIONS

4.1 We shall use our best efforts to provide you with all materials and information required for the necessary implementation of the Affiliate Links.

4.2 At our sole discretion, we will register any New Customers directed to the Company Websites by you and track their transactions. We reserve the right to refuse New Customers (or close their accounts) if necessary to comply with any requirements we may periodically establish.

4.3 We shall make available monitoring tools that enable you to monitor your Affiliate Account and the level of your Commission and the payment thereof.

4.4 We shall use and process the following personal data of an Affiliate or any Affiliate employee: your username for logging in, your email address, name, date of birth, your country and address, telephone number, and financial data for the purposes of ensuring a high level of security, fulfilling AML legal requirements, and managing our business relationship.

4.5 Subject to your strict adherence to the Affiliate Agreement, we shall pay you the Commission in accordance with Clause 6.

## 5. COMPANY RIGHTS AND REMEDIES

In the event of any breach (or, where applicable, suspected breach) of this Agreement, negligence in the performance of the Affiliate under the Affiliate Program, or failure to fulfill obligations hereunder, the Company shall be entitled to the following remedies:

a) Suspend the Affiliate's participation in the Affiliate Program for the duration necessary to investigate any activities that may constitute a breach of the Affiliate Agreement. During such suspension period, the payment of Commissions will also be suspended;

b) Withhold any Commission or other payment due to the Affiliate, arising from or related to any specific campaign, traffic, content, or activity conducted or created by the Affiliate, which is in violation of the Affiliate's obligations under the Affiliate Agreement;

c) Retain, from the Commission, funds the Company considers reasonable to cover any indemnity provided by the Affiliate hereunder or to address any liability of the Company resulting from the Affiliate's breach of the Affiliate Agreement;

d) Terminate the Affiliate Agreement with immediate effect;

e) Retain any funds held in the Affiliate Wallet if they are not withdrawn within a period of three (3) months from the date of termination of the Affiliate Agreement, in accordance with clause 9.1.

The rights and remedies specified above shall not be considered mutually exclusive.

## 6. COMMISSION AND PAYMENT

6.1. Subject to your compliance with the provisions of the Affiliate Agreement, you shall earn Commission in accordance with the Commission Structure. The Company reserves the right to modify the Commission percentage and the method of calculating Commission in accordance with this clause.

6.2. The Commission shall be calculated at the end of each month, and payments shall be made on a monthly basis in arrears, no later than the 15th of the following calendar month.

6.3. Payment of Commission shall be made through the Affiliate Wallet or via manual SEPA Bank Transfer upon receipt of a valid invoice. Due to regulatory requirements, Affiliates may be subject to verification and "know your customer" documentation before a withdrawal can be processed.

6.4. A minimum threshold of €500 (five hundred euros) must be reached before funds may be withdrawn from the Affiliate Wallet or an invoice can be paid.

6.5. In the event of an error in the calculation of the Commission, the Company reserves the right to correct such calculation at any time and shall promptly pay any underpayment or recover any overpayment made to the Affiliate.

6.6. At the Company's sole discretion, the Affiliate may be offered the opportunity to restructure its commission structure.

6.7. The Affiliate's acceptance of a Commission payment shall constitute the full and final settlement of the balance due for the relevant period. If the Affiliate disputes the reported balance due, they must notify the Company within fourteen (14) calendar days and provide clear reasons for the disagreement. Failure to notify the Company within this timeframe shall be deemed as an irrevocable acknowledgment of the balance due for the relevant period.

6.8. The Commission is deemed exclusive of value-added tax or any other applicable tax. The Affiliate shall bear sole responsibility for the payment of any and all taxes, levies, charges, and any other monies payable or due to any tax authority, department, or other competent entity resulting from the compensation generated under the Affiliate Agreement.

6.9. In the case of partnerships on a Hybrid and CPA basis, the following stipulations shall apply:

a) To qualify for a CPA commission plan, an affiliated new customer must make a previously agreed-upon minimum deposit and wager at least €30.

b) No CPA or Hybrid (CPA portion) commission shall be paid for duplicate accounts or players who self-exclude due to gambling issues within the same month of registration unless an alternative arrangement has been agreed upon with the affiliate manager in advance.

c) In instances where a specific CAP has been negotiated with a partner, commission will be paid only for the negotiated number of FTDs. The initial test cap is paid if the Affiliate can generate at least 10 FTDs (for any brand), subject to meeting all previously discussed requirements. If these requirements are not met, the withdrawal may be withheld until they are fulfilled.

d) The CPA portion of a commission for a new customer generated from FB, email, SMS, or UAC sources shall be paid if a deposit is made within 30 days of the new customer's registration. No CPA portion of the commission shall be paid for a new customer who makes a first-time deposit after 30 days unless otherwise agreed with the affiliate manager in advance.

e) The CPA portion of a commission for a new customer generated from a PPC source shall be paid if a deposit is made within 45 days of the new customer's registration. No CPA portion of the

commission shall be paid for a new customer who makes a first-time deposit after 45 days unless otherwise agreed with the affiliate manager in advance.

These stipulations are subject to any alternative arrangements that may be agreed upon with the affiliate manager in advance.

## 7. STANDARD COMMISSION STRUCTURE

Commissions shall be paid as a percentage of the Net Revenue.

NGR=GGR-Bonuses-Adjustments

The percentage share of Net Revenue is determined by the number of new depositing customers referred by the Affiliate within the month for which the commission is paid.

Number of new depositing customers – Affiliate share:

- 0-10: - 25%
- 11-30: - 30%
- 31-60: - 40%
- 61+: - 50%

The commission earned upon reaching a tier shall apply to all customers, including those referred to reach that tier.

7.1 In the event that a qualified player wins money and the revenue share for a specific month becomes negative, the negative balance shall not be carried forward to subsequent months, and no deductions shall be made to the revenue share of subsequent months. Exception: individual players who win more than EUR 5,000 in a single month will be quarantined the following month and excluded from commission calculations until they become "positive" players again.

## 8. CONFIDENTIAL INFORMATION

Throughout the duration of the Affiliate Agreement, you may occasionally be provided with confidential information pertaining to our business, operations, technology, or the Affiliate Program (including, for instance, the Commissions earned by you through the Affiliate Program).

You commit to refraining from disclosing or making unauthorized use of any such confidential information to third parties or external entities unless you have obtained our prior written consent. You also agree to use the confidential information solely for the purposes of the Affiliate Agreement. Your obligations concerning this clause persist beyond the termination of this Agreement.

Moreover, you are prohibited from issuing any press release or similar public communication regarding your participation in the Affiliate Program without the Company's prior written consent (and the content of the communication must also be approved by the Company).

## 9. TERM AND TERMINATION

### 9.1. Term

The Affiliate Agreement commences when you are approved as an Affiliate and continues indefinitely unless either Party provides written notice to the other of its intention to terminate the Agreement. In such cases, the Agreement will be terminated 30 days after the delivery of the notice. For the purposes of termination notification, email communication is considered a written and immediate form of notification.

It should be noted that the Company may also terminate (in accordance with Clause 5 above) upon immediate notice at any time due to the Affiliate's failure to fulfill their obligations under the Agreement or for the Affiliate's negligence.

### 9.2. Affiliate actions upon termination

Upon termination, you must promptly remove all Company banners or creatives from the Affiliate Website and disable all Affiliate Links from the Affiliate Website to all Company Websites.

All rights and licenses granted to you under the Affiliate Agreement shall terminate immediately.

You will return to the Company any confidential information and all copies thereof in your possession or control and cease all usage of Company Intellectual Property Rights.

### 9.3. Commission

Following the termination of the Affiliate Agreement for any reason, all Commissions related to any New Customers directed to the Company during the term will no longer be payable to the Affiliate as of the termination date.

9.4. The Company strives to collaborate with the best and most active Affiliates; thus, at its sole discretion, the Company may opt to impose a minimum volume requirement on the Affiliate account. If implemented by the Company, such minimum volume requirement shall mandate that the Affiliate is obligated to refer a minimum of five (5) New Registered Customers in any given month. In the first month wherein the Affiliate fails to refer five (5) New Registered Customers ("the Minimum Volume Amount"), the Commission(s) shall be reduced by fifty percent (50%). If the Affiliate subsequently fails to achieve the Minimum Volume Amount in the following month, their Commission(s) shall be set to zero percent (0%) until the Minimum Volume Amount is met. For the avoidance of all doubt, any payments made for the periods during which the Company applies the Minimum Volume Amount to any Affiliate account shall be made in accordance with this clause, and such payment shall constitute the full and final settlement for the relevant periods. No additional notice is required from the Company to invoke this provision.

## 10. MISCELLANEOUS

### 10.1. Disclaimer

We provide no express or implied warranties or representations concerning the Affiliate Program, the Company, or the Commission payment arrangements (including, but not limited to, functionality, warranties of fitness, merchantability, legality, or non-infringement). Furthermore, we offer no assurance that the operation of our sites will be uninterrupted or error-free and will not be held responsible for any consequences arising from such occurrences. In case of any discrepancies between the reports available in the Affiliate Account system and the Company's database, the database shall be considered accurate.

### 10.2. Indemnity and Limitation of Liability

You agree to indemnify and hold the Company, its directors, employees, and representatives harmless from and against any and all liabilities, losses, damages, and expenses, including legal fees, arising from or in any way connected with (a) your breach of any provision of the Affiliate Agreement, (b) the fulfillment of your duties and obligations under the Affiliate Agreement, (c) your negligence, or (d) any injury caused directly or indirectly by your negligent or intentional acts or omissions, or the unauthorized use of our creatives and links or this Affiliate Program.

The Company shall not be liable for any direct, indirect, special, or consequential damages (or any loss of revenue, profits, or data), any loss of goodwill, or reputation resulting from or in connection with the Affiliate Agreement or the Affiliate Program, even if we have been advised of the possibility of such damages.

### 10.3. Non-Waiver

Our failure to enforce your strict compliance with any provision of the Affiliate Agreement shall not be construed as a waiver of our right to subsequently enforce such provision or any other provision of the Affiliate Agreement.

### 10.4. Force Majeure

Neither party shall be held responsible for any delay or failure in performing its obligations under the Affiliate Agreement due to causes beyond its reasonable control, including but not limited to labor disputes, strikes, industrial disturbances, acts of God, acts of terrorism, floods, lightning, utility or communications failures, earthquakes, or other casualties. If such an event occurs, the non-performing Party shall be excused from the performance prevented by the event to the extent prevented. If the force majeure event persists for more than thirty (30) calendar days, either Party may terminate the Affiliate Agreement with immediate effect by providing written notice.

### 10.5. Relationship of Parties

The Company and the Affiliate act as independent contractors, and nothing in the Affiliate Agreement shall establish any partnership, joint venture, agency, franchise, sales representative, or employment relationship between the parties. You shall not possess any authority to make or accept any offers or representations on our behalf. You shall refrain from making any statements, whether on your site or elsewhere, that would contradict anything in this Affiliate Agreement.

#### 10.6. Severability

Should any provision of the Affiliate Agreement be deemed invalid, illegal, or unenforceable in any respect, such provision shall be rendered ineffective only to the extent of such invalidity or unenforceability, without invalidating the remainder of the Affiliate Agreement or any other provision herein.

#### 10.7. Assignability

The Affiliate Agreement may not be assigned by you, either by operation of law or otherwise, without our prior written consent.

#### 10.8. Language

The Affiliate Agreement was originally drafted in English. In case of any conflict or discrepancy between the English language version and any other language, the English version shall prevail.

#### 10.9. Modification of Terms & Conditions

We reserve the right to modify any terms and conditions contained in the Affiliate Agreement or replace it at any time and at our sole discretion by posting a change notice or a new agreement on our site. Modifications may include, for example, changes in the scope of available Commissions and Affiliate Program rules.

Should you find any modification unacceptable, you must terminate the Affiliate Agreement. Your continued participation in our Affiliate Program following our posting of a change notice or new agreement signifies your binding acceptance of the modification or the new agreement.