

ALFALEADS AFFILIATE OU SERVICE AGREEMENT FOR ADVERTISERS

The following Alfaleads service agreement for Advertisers ("Agreement") govern the terms and conditions of placement and delivery of Advertisement. This Agreement is entered 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"), and the Advertiser ("Advertiser" or "you").

For the purpose of use of Alfaleads Affiliate Advertising Network in order to increase the sales of Advertiser's goods, products and services by ordering advertising services (Services) from Alfaleads and its Affiliate Partners, you confirm you expressly consent to all the terms and conditions of this Agreement by submitting the form on <https://alfaleads.net/advertisers/registration/>.

1. Terms and Definitions

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

1.1.1. Affiliate Advertising Network – means the set of websites, applications, toolbars and other online advertisement systems owned or managed by companies or individuals with whom Alfaleads has advertisement distribution agreements or publishing advertisement agreements or who accepted Affiliate Program Operating Agreement in order to become an Affiliated Partners.

1.2.2 Affiliated Partners (Partners or Affiliates) - companies or individuals which accepted Affiliate Program Operating Agreement 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, determined to increase their sales by increasing the number of leads generated as result of an Advertising campaign. For this purpose, they order Advertising services on the terms of this Agreement;

1.1.5. Advertisement - mean the detailed description of Advertising provided by Advertiser, including all search engine placement criteria, keywords, key phrases, negative keywords, categories, geotargeting and advertising objects as well as the websites to which an advertisement is linked

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. Content - mean all text, images, video, audio, and other data, products, services, advertisements, other promotional material, links and software, including any related modifications, updates, upgrades, enhancements and documentation, including without limitation any of the foregoing owned and/or provided by Advertiser.

1.1.8. Websites - mean the websites within Affiliate Advertising Network.

1.1.9. User – an individual who access Websites and perform a particular action;

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

1.1.11 Qualified Action (Action) - mean an action performed by a user as a result of advertising campaign in case that such an action recorded in the tracking system of Alfaleads .

1.1.12. Advertising campaign (Campaign) – aggregated activities of Alfaleads or/and Affiliates for promotion of services, products, goods of the Advertisers through various advertising tools on the Internet resources.

1.1.13. Reporting Period – time period, during which the services are rendered and which is agreed with the parties. By default, the reporting period is 1 calendar month of the year from the first date of advertising campaign (If the first and / or last month of advertising campaign - is incomplete the Reporting period is deemed as corresponding part of the first and / or last calendar month);

Other definitions not defined in the present section, shall be interpreted in accordance with the applicable law. If the precise definition of the term is not given in the present Agreement and/or regulatory acts of the applicable law, it is recommended to use explanation which is common for the Internet (see relevant Internet sources) and for the business practice.

2. ALFALEADS SERVICES

Alfaleads shall provide placement and delivery of the Advertisement through the Websites in accordance with the terms of this Agreement, and the Advertiser will pay Alfaleads remuneration as specified in clause 3 of this Agreement.

3. FEES AND PAYMENT TERMS

3.1 Alfaleads will invoice for the Services provided to the Advertiser in accordance with Alfaleads rates (“Fees”). These Fees shall be calculated using Alfaleads statistical methods, based on the Actions made by users of the Websites as a result of Advertising campaign (“Traffic”). Upon completion of the Reporting period Alfaleads will make available to Advertiser a report on the amount of Actions and Fees to be paid by Advertiser to Alfaleads calculated on the basis of Traffic generated during the previous Reporting period in consideration of Alfaleads’s Services.

3.2 Calculation of Traffic will be based on the data reported by Alfaleads tracking system. The Alfaleads tracking system is the sole official system for calculating Traffic for the Services and, when applicable, for calculating statistics that are sent to Advertiser. Alfaleads shall present to Advertiser an invoice for the total Fees calculated in accordance with clause 3.1 above to be paid by Advertiser as stated under Payment Terms (all bank charges, expenses and commissions whatsoever will be borne by the Advertiser, Advertiser will be responsible for all taxes and expenses in connection with this Agreement). Leads claimed to be invalid shall be conciliated by both parties within 15 days after the invoice issued by Alfaleads . Only leads from the last invoice can be resolved through the conciliation procedure. Failure to conciliate those leads will suppose the acceptance of the number of leads calculated via the Alfaleads tracking system. In case of prepaid Campaigns Alfaleads will not start providing the Services until the payment is effectively reached Alfaleads.

3.3 If an invoice payment is not paid in full, in accordance with the payment term set out in this section the Advertiser must pay all resulting bank charges incurred by Alfaleads, plus penalty 1%, calculated daily until all amounts are paid. Moreover, in the event Advertiser fails to make timely payment, Advertiser will be responsible

for all reasonable expenses (including attorney's fees) incurred by Alfaleads in collecting such amounts.

4. WARRANTIES

4.1 Mutual Warranties: Each party warrants that it has full right, power, legal capacity and authority to enter into, deliver and fully perform under this Agreement.

4.2 Advertiser represents, warrants, and undertakes that at all times during this Agreement:

- a) Advertiser will provide Alfaleads with the advertisement and will be solely responsible for its content.
- b) Advertiser hereby grants to Alfaleads and/or its Affiliates a non-exclusive, royalty-free, worldwide license to use, reproduce, distribute, modify, display, digitally perform and make available the Advertisement by any means on the Internet or other electronic communications networks for advertising purposes and all its constituent parts under the Agreement including Content, logos and trademarks solely or in connection with marketing materials including without limitation on Websites in order that Alfaleads fulfills its obligations under the Agreement.
- c) Advertiser controls the Content advertised, and runs its business and will perform its obligations under this Agreement in accordance with all relevant ethic and moral standards and applicable laws, regulations and mandatory codes of conduct relating, in particular but without limitation, to adult entertainment services, advertising and electronic commerce, and has obtained all necessary authorizations or licenses in respect of the Content and/or Advertisement. Likewise, Advertiser will be responsible for obtaining all licenses, permits or releases required to perform its obligations under this Agreement. Any offer, promotion, price or coupons provided by the Advertiser comply with legislation, and particularly with the commercial, advertising and internet advertising legislation.
- d) Advertiser does not send or tolerate the sending of any form of unsolicited electronic communication or advertising, including without limitation via email, message boards, instant messaging, SMS or other mobile services, or multiple, fraudulent or misleading submissions to search engines.
- e) No Advertisement or Content contains, or contains links to, any material that:
 - infringes any other party's rights including without limitation copyrights, patents, trade or service marks, image rights, rights of publicity or privacy rights;
 - is illegal or constitutes consumer fraud (including without limitation being false or misleading), Content liability, tort, breach of contract, injury, damage, or harm or any kind to any person or entity;
 - is threatening, violent, abusive, hateful or defamatory towards any person;
 - contains any virus, worm, Trojan horse or any other violent program, code or feature that may cause damage to or loss of any equipment, data or program or inconvenience to any person, whether or not such result is intended;
 - include or contain any software, code or application including, but not to any kind of adware, malware, spyware or any application or means to download or upload any Content.

6. Non-Circumvention. During the term of this Agreement and for a period of twelve (12) months thereafter, regardless of the reason for termination, Advertiser agrees that it will not knowingly, directly solicit, engage, contract, license, or work with any Alfaleads Affiliate unless such Affiliate was previously known to the Advertiser or became known to the party from a source other than Advertiser, without the prior written approval by Alfaleads. Advertiser agrees and understands that Alfaleads has incurred significant expense forming Affiliate Advertising network and in providing services for the benefit of the Advertiser and Advertiser agrees and understands that in the event of a breach by of this section, it shall pay Alfaleads as liquidated damages an

amount equal to Alfaleads profits for the preceding twelve (12) months generated by the campaigns for such Affiliate. The liquidated damage remedies provided herein in this section shall not preclude Alfaleads from seeking injunctive relief.

5. LIABILITY

5.1 Advertiser will indemnify Alfaleads and hold it harmless from and against any claim, loss, damage, expense (including reasonable attorney's fees) or liability (including legal fees and costs) arising out of: (a) Advertisement, Content, links or any other Advertiser material or service directly or indirectly made available through a third party for the advertising services by means of the Websites or Affiliate Advertising Network; and/or (b) any breach by Advertiser or indirectly through any third party that provides Content to Advertiser of any obligation or warranty under this Agreement including but not to the matters listed in clause 4 above.

5.2 To the maximum extent permitted by applicable law, Alfaleads makes no representations or guarantees of any kind, either express or implied with respect to the Services, or the functionality, performance or results of use thereof including, without limitation, any warranties of merchantability, or fitness for a particular purpose or other warranties arising by usage trade, course of dealing or course of performance or the effectiveness of Advertising on Websites, its performance or uninterrupted availability. Notwithstanding the foregoing, Alfaleads does not guarantee that the Services or operation thereof will be uninterrupted, error free or will meet Advertiser's requirements and/or expectations.

5.3 IN NO EVENT SHALL ALFALEADS BE LIABLE UNDER THIS AGREEMENT WHETHER IN TORT (INCLUDING NEGLIGENCE OR BREACH OF STATUTORY DUTY), CONTRACT, MISREPRESENTATION, RESTITUTION OR OTHERWISE FOR ANY LOSS OF PROFITS, DEPLETION OF GOODWILL AND/OR SIMILAR LOSSES OR LOSS OR CORRUPTION OF DATA OR INFORMATION, OR PURE ECONOMIC LOSS, OR FOR ANY SPECIAL, INDIRECT OR CONSEQUENTIAL LOSS, COSTS, DAMAGES, CHARGES OR EXPENSES ARISING OUT OF OR IN CONNECTION WITH THIS ADVERTISER AGREEMENT INCLUDING ANY INSERTION ORDER (EVEN IF ALFALEADS WAS ADVISED OF THE POSSIBILITY OF ANY OF THE FOREGOING). UNDER NO CIRCUMSTANCES SHALL ALFALEADS BE LIABLE TO THE ADVERTISER OR ANY THIRD PARTIES FOR AN AMOUNT GREATER THAN THE AMOUNT OF FEES PAID BY THE ADVERTISER TO ALFALEADS UNDER THE RELEVANT INSERTION ORDER IN RELATION TO WHICH SUCH LIABILITY MAY ARISE.

5.4 Neither Party shall be liable for any delay in performing any of its obligation under this Agreement (except for failure to pay Fees if such delay is caused by an event beyond the reasonable control of that Party including but not to strikes, lock-outs or other industrial disputes, failure of a utility service or transport network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or subcontractors. Notwithstanding anything herein to the contrary, the Party prevented from performing by a force majeure event shall nevertheless use its best efforts to recommence its performance as soon as reasonable practicable and to mitigate any damages resulting from its non-performance.

5.5 Without prejudice to any other provision of this clause, the total liability of Alfaleads to Advertiser arising out of the matters referred to in this Agreement, in any case, shall not exceed, other than in respect of liability that by law cannot be so restricted, the total amount of the Fees paid by the Advertiser to Alfaleads during the calendar month prior to the events leading to such liability.

6. TERM, AMENDMENTS AND TERMINATION

6.1 This Agreement shall enter into effect immediately after the Advertiser place within Affiliate Advertising Network or send to Alfaleads by e-mail an Insertion order for Advertisement and shall remain in effect until terminated in accordance with the Agreement.

6.2 Alfaleads may, in its complete discretion, reject, cancel, remove or modify at any time any Advertisement from the Websites with prior notice to the Advertiser if Advertiser directly or indirectly uses the Services to promote any Content that may be illegal or may harm Alfaleads' reputation, at Alfaleads' sole discretion. If Advertiser does not agree to such variation, Advertiser's sole remedy shall be to terminate this Agreement.

6.3 Alfaleads may, at any time by notice to the Advertiser exclude any of the Websites from the application of this Agreement, if Advertiser, directly or indirectly uses the Services to promote any Content that may be illegal or may harm Alfaleads' reputation, at Alfaleads' sole discretion.

6.4 Alfaleads shall have a right to vary this Agreement from time to time for legal reasons or because of changes in the Services (including rates, tariffs or method of calculation of Fees) with a 10 days prior notice to the Advertiser. If Advertiser does not agree to such variation, Advertiser's sole remedy shall be to terminate this Agreement.

6.5 Upon termination of this Agreement for any reason, Alfaleads shall cease using any Advertisement, link or any other material, Content or service made available by Advertiser and references to it, remove them from all Websites, where applicable.

6.6 Advertiser may cancel any given campaign via email with a notice 48 hours before the actual termination of the campaign. Those 48 hours of traffic sent will be included in the last invoice issued by the Alfaleads. Without limiting its other rights or remedies, either Party may terminate the Agreement by giving the other Party not less than 48 hours written notice prior to the termination of the Agreement.

7. CONFIDENTIALITY

7.1 In performing of the Advertising Services, each Party may be exposed to the other Party's Confidential Information. "Confidential Information" means information that (i) is marked as confidential or proprietary, (ii) is disclosed under circumstances that would lead a reasonable person to understand that the information is confidential or proprietary, or (iii) is otherwise not known to the general public. Confidential Information may include, but is not to, current or future: (a) information, know-how, techniques, methods, information, concepts, ideas or trade secrets; (b) any business, marketing, customer or sales information; (c) any information relating to development, design or operation of technology infrastructure; (d) any information that is received from others that either party is obligated to keep confidential; (e) passwords or other access or security codes necessary to use or provide the Advertising Services ; and (f) this Agreement and any communications related to it. Confidential Information may be disclosed in digital or electronic format, in writing, orally, visually, or in the form of drawings, technical specifications, or other tangible items which contain or manifest, in any form, the Confidential Information. Confidential Information does not include information that: (a) is or becomes generally available to the public without unauthorized disclosure; (b) is received by the disclosing party from a third party without restriction against disclosure; or (c) was known to disclosing party without restriction prior to disclosure.

7.2 The Parties agree, unless required by law, not to make each other's Confidential Information available in any form to any third party or to use each other's Confidential Information for any purpose other than in the performance of these Agreement. Each party will use commercially reasonable standards and no less care than each party uses with its own Confidential Information to protect the other party's Confidential Information from unauthorized disclosures

for a period of *five (5) years* from the date of disclosure. Each party acknowledges that, due to the unique nature of Confidential Information, there can be no adequate remedy at law for breach of this Section 7 and that such breach would cause irreparable harm to the non-breaching party; therefore, the non-breaching party shall be entitled to seek immediate injunctive relief, in addition to whatever remedies it might have at law or under this Agreement.

8. MISCELLANEOUS

8.1 All rights, including, without limitation, copyright, patent and/or trademark rights in and to all content, materials, videos, audios, advertisement, or any other element created by Alfaleads shall remain the property of Alfaleads .

8.2 Any notification to either party in relation to this Agreement shall be directed to the address or addresses indicated on the headings of this Agreement or in the IO.

8.3 Nothing in this Agreement shall create any joint venture, partnership or agency between the parties.

8.4 This Agreement constitutes the entire agreement between the parties regarding its subject matter, and supersedes any prior oral or written agreement or understanding relating thereto. Neither party has relied on any representation or guarantee in entering into this Agreement.

8.5. 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).

8.6 The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of the remainder hereof.

24.06.2020