

ADVICE ISLAND LIMITED

AFFILIATE PARTNER AGREEMENT

THIS AGREEMENT ("**Agreement**") is made as of this ____ day of _____, 20__, by and between

- a. **Advice Island Limited**, a limited liability company incorporated and registered under the laws of Malta holder of company VAT number MT30582037 and whose registered office is situated at L3a/4a – 240 Msida Road - GZR1400 – GZIRA (MALTA) (hereinafter also referred to as the "**Company**"),

AND

- b. Name: _____ Surname: _____
Place and Date of Birth: _____
Tax ID: _____
Address: _____
VAT Number: _____
Identity Document (to be attached): _____
Email Address: _____
Phone Number: _____

(the "**Affiliate Partner**").

Each of the Company and the Affiliate Partner are hereinafter be referred to as a "**Party**" or the "**Parties**".

Background

- (a) WHEREAS the Affiliate Partner is in the business of promoting products or services of the Company.
(b) WHEREAS the Company intends to appoint the Affiliate Partner to provide its services in accordance with this Agreement.

NOW, THEREFORE, in consideration of the foregoing premises, the mutual covenants and conditions herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. DEFINITIONS

- 1.1. "**Agreement**" means the legally binding agreement between the Company and the Affiliate Partner comprising the Schedules attached, updated time by time, expressly accepted and signed by the parties as part of the Agreement.
- 1.2. "**Qualified Sale**" means a sale of the Company's products or services to a customer referred by the Affiliate Partner, where the customer has paid in full for the products or services and such sale has been confirmed by the Company.

- 1.3. "**Affiliate Commission**" means the monetary compensation that the Company pays to the Affiliate for each Qualified Sale, as set forth in Schedule A.
- 1.4. "**Affiliate Link**" refers to the unique tracking link provided by the Company to the Affiliate for the purposes of tracking referrals and calculating Affiliate Commissions.
- 1.5. "**Schedule**" means any schedule or other enclosure as expressly appended to this Agreement upon the Parties signing the Form of Agreement or thereafter subject to the rules for amendment of the Agreement, forming an inseparable part of this Agreement.
- 1.6. "**Applicable Laws**" means those laws, statutes, ordinances, and regulations of those jurisdictions that apply to the performance of this Agreement, the activities of the Parties hereto, and/or the Products or their use; and/or to any jurisdiction, territory, or state hereto, as amended from time to time, and the rules, regulations, orders, codes of practice, licenses or permits, including, without limitation, any rules, regulations, orders, codes of practice, licenses and permits of the Competent Authority (as the case may be). For the sake of clarity, 'governing law' hereunder shall have its own meaning, different from the Applicable Laws.
- 1.7. "Confidential Information" means any information that a Party ("Disclosing Party") discloses to the other Party ("Receiving Party") that is either designated as confidential at the time of disclosure or should be reasonably understood to be confidential given the nature of the information and circumstances of disclosure. Confidential Information may include, but is not limited to, business plans, customer lists, financial information, marketing strategies, non-public information relating to products or services, and other proprietary information.

2. DUTIES AND OBLIGATIONS

- 2.1. The Affiliate Partner agrees to perform the following duties:
 - 2.1.1. promote the Company's products or services using the Affiliate Link in accordance with the terms of this Agreement, with the company's guidelines (Schedule B).
 - 2.1.2. not to make any false or misleading statements about the Company's products or services.
 - 2.1.3. to use the Affiliate Link in a manner that does not negatively impact the Company's reputation or brand image.
 - 2.1.4. settle any expenses incurred in connection with the promotion of the Company's products or services and the use of the Affiliate Link.
 - 2.1.5. furnish the Company with all required data for validating the Agreement's proper execution.
 - 2.1.6. conduct marketing activities solely through the approved methods and locations as designated by the Company. If there is a violation of this provision, the Company retains the authority to suspend the affiliate or terminate this Agreement.
 - 2.1.7. comply with all applicable laws, statutes, regulations and any other national and European Union legislation that may be applicable at the time, that may be referred to and/or applied to this Agreement, with particular but not exclusive reference to the legislation on the promotion of services related to online gaming for cash prizes, and to any breach and/or offence in relation to your activity, on a purely personal basis, and you hereby indemnify the Company against any liability arising from your failure to comply with such legislation;
 - 2.1.8. not engage in any defamatory, discriminatory, obscene, unlawful, or otherwise inappropriate conduct, i.e., post anywhere any content relating to the consumption of tobacco products, alcohol or psychotropic substances, sexually explicit, pornographic, obscene, child-oriented or overtly violent content, and never target anyone under the age of 18.
 - 2.1.9. In the event of failure to adhere to the guidelines provided, the Company as of now assumes no responsibility or obligation regarding the calculation and consequent recognition of related commissions and reserves the right to suspend or terminate the contract immediately. In the event of fraud or circumvention of the requirements, the Agreement shall be deemed to be

terminated as of right, without prior notice to the Affiliate. Following the suspension and/or termination, the Company shall not be required to pay any commission and may also demand the return of any amounts unlawfully received by the Affiliate. The Company reserves the right, in the event of significant violations, to take legal action to protect itself from any damages that may have arisen because of the Affiliate's unlawful or fraudulent conduct.

2.2. The Company agrees to perform the following duties:

- 2.2.1. provide the Affiliate with all useful and necessary information for the proper use of the links and all related management services, through appropriate communication channels, also providing regular reports and statistics to ensure support and transparency in operations to effectively enable them to fulfill their obligations under this Agreement effectively.
- 2.2.2. regularly inform Network Affiliate Members of new initiatives or provide them with full information on their terms and conditions and to assist via e-mail or other agreed channels.
- 2.2.3. track the customers referred by the Affiliate Partner using the Affiliate Link and calculate the Affiliate Commissions due to the Affiliate; and
- 2.2.4. pay the Affiliate Commissions to the Affiliate Partner in accordance with the terms set forth in Schedule A.

3. AFFILIATE COMMISSIONS

- 3.1. Commission Structure: The Company will pay the Affiliate Partner a commission for each Qualified Sale. The commission structure, whether it be a fixed amount, percentage of the sale, or other structure, is detailed in Schedule A.
- 3.2. Payment Frequency and Timeline: The Company will calculate Affiliate Commissions on finalized Qualified Sales, and issue related payments accordingly to the Schedule A terms and conditions.
- 3.3. Deductions and Withholdings: The Company reserves the right to withhold or deduct Affiliate Commissions under certain circumstances, including, but not limited to, refunds issued to customers, cancellations of Qualified Sales, returns, or in the event of any breach of this Agreement by the Affiliate Partner.
- 3.4. Reporting: The Company will provide the Affiliate Partner with a monthly report detailing the Qualified Sales, the calculation of the Affiliate Commission for each of these sales, and any withholdings or deductions made.
- 3.5. Taxes: The Affiliate Partner is responsible for all taxes associated with the receipt of the Affiliate Commission.
- 3.6. Terms and Conditions Alterations: The Company retains the right to alter the terms and conditions of the Affiliate Commission as outlined in Schedule A, at its sole discretion and with reasonable notice to the Affiliate Partner.

4. CONFIDENTIALITY

- 4.1. Non-Disclosure: The Receiving Party agrees to keep all Confidential Information strictly confidential. The Receiving Party will not disclose or make available any Confidential Information to any third party without the prior written consent of the Disclosing Party. The Receiving Party will use the Confidential Information solely for the purpose of performing its obligations under this Agreement.
- 4.2. Exceptions: The obligations under this section will not apply to any Confidential Information that: was already lawfully known to the Receiving Party at the time of disclosure; is disclosed to the Receiving Party by a third party who had the right to disclose it; is publicly available through no fault of the Receiving Party; or is independently developed by the Receiving Party without use of or reference to the Disclosing Party's Confidential Information.
- 4.3. Required Disclosure: If the Receiving Party is required by law, court order, or any government or regulatory authority to disclose any of the Confidential Information, it will give the Disclosing Party

prompt written notice of such requirement before the disclosure and, if possible, enough time to contest the disclosure.

- 4.4. Return of Confidential Information: Upon termination of this Agreement, or upon the Disclosing Party's request, the Receiving Party will return all Confidential Information and all copies, notes, or extracts thereof to the Disclosing Party unless required by law to retain it.
- 4.5. Continuing Obligations: The Receiving Party's obligation to protect the confidentiality of the Confidential Information will survive termination of this Agreement and continue until such time as the Confidential Information becomes public knowledge other than through the Receiving Party's breach of this Agreement.

5. **INTELLECTUAL PROPERTY**

- 5.1. Ownership: Affiliate Partner acknowledges that the Company and its licensors own all rights, title, and interest in the service(s), product(s), and all intellectual property rights therein.
- 5.2. Nothing in this Agreement gives Affiliate Partner any right, title, or interest in the service(s), product(s) or any associated trademarks, except the right to sell or service the service(s) or product(s) in accordance with this Agreement.

6. **TERM AND TERMINATION**

- 6.1. Term: This Agreement shall commence on the date first set forth above and will continue indefinitely unless and until terminated by either Party.
- 6.2. Termination without Cause: Either Party may terminate this Agreement without cause upon providing thirty (30) days' prior written notice to the other Party.
- 6.3. Upon termination without cause, the terminating party is under no obligation to provide reasoning for the termination.
- 6.4. Termination for Cause: Either Party may terminate this Agreement immediately upon written notice if the other Party:
 - Breaches any material term or condition of this Agreement and fails to cure such breach within five (5) days after receipt of written notice of the same, unless such breach is such that it cannot be cured within five (5) days, in which case the breaching Party shall commence such cure promptly after receipt of such notice and continuously pursue such cure to completion.
 - Becomes the subject of a voluntary or involuntary bankruptcy, insolvency, reorganization, liquidation, dissolution, receivership, or similar proceeding, or otherwise ceases to do business; or
 - Fails to comply with any applicable laws or regulations, which may harm the reputation or business of the other Party.
- 6.5. Effect of Termination: Upon termination or expiration of this Agreement for any reason:
 - The rights granted to the Affiliate Partner under this Agreement will immediately cease. The Affiliate Partner must promptly discontinue all promotion of the Company's products or services; and
 - Any fees owed to either Party at the time of termination or expiration will be paid according to the terms of this Agreement.
 - Thereafter, no indemnification or compensation claims, for severance, goodwill or any investments executed because of the signing and execution of this agreement may be requested by the Affiliate, which hereby expressly waives its right.
- 6.6. Survival: The rights and obligations of the Parties set forth in this Section 6 and any right, obligation, or required performance of the Parties in this Agreement which, by its express terms or nature and context is intended to survive termination or expiration of this Agreement, will survive any such termination or expiration.

7. GENERAL PROVISIONS

- 7.1. **Governing Law:** the Agreement shall be governed by and construed and interpreted in accordance with the laws of Malta and the Parties hereby submit to the exclusive jurisdiction of the Courts of Malta.
- 7.2. **Dispute Resolution:** in the event of any misunderstanding or dispute between the Parties arising out of or in connection with this Agreement or regarding its performance, interpretation, enforceability, or modification, shall be settled in good faith through negotiations between the Parties. If the Parties fail to reach an amicable settlement, any such dispute, action, or proceeding shall be referred by any Party to the exclusive jurisdiction of the competent Courts of Malta.
- 7.3. **Entire Agreement:** This Agreement, including any Schedules and appendices, contains the entire agreement between the Parties and supersedes all prior and contemporaneous agreements, understandings, negotiations, and discussions, whether oral or written, of the Parties with respect to the subject matter hereof.
- 7.4. **Amendments:** This Agreement may only be amended, modified, or supplemented by an agreement in writing signed by each Party except for what stated art. 3.6.
- 7.5. **Waiver:** No waiver by any Party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the Party so waiving. No waiver by any Party shall operate or be construed as a waiver in respect of any failure, breach, or default not expressly identified by such written waiver.
- 7.6. The Company reserves the right to evaluate the Affiliate's application for affiliation and will inform the Affiliate of the outcome of the examination. The Company reserves the unquestionable right to reject the application for any reason, without the need to provide any justification.
- 7.7. The Affiliate agrees to indemnify and hold the company harmless from any claims, losses, damages, liabilities, or expenses incurred as a result of the negligent or intentional acts or omissions.
- 7.8. The Company shall be exempt from any liability, civil or otherwise, for conduct engaged in by the Affiliate in violation of applicable laws and/or which results, directly or indirectly, in lost profits, or which results in corruption or destruction of data or any other consequential loss.
- 7.9. The Company shall also be exempt from any liability for loss, loss of profit or damage suffered by the Affiliate as a result of natural events, force majeure, business commercial or labor disputes, actions or failures of government or other authorities, obstruction or failure of telecommunications services or networks or any other act, omission, delay or failure caused by third parties or otherwise beyond its control.
- 7.10. **Severability:** If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.
- 7.11. **Notices:** All notices or other communications required or permitted under this Agreement must be in writing. Such notices may be delivered personally, sent by a recognized overnight delivery service, telecopy, or electronic mail, provided that receipt of the communication is confirmed. Notices should be addressed to the relevant Party at the address outlined in this Agreement, or to any other address that the recipient Party has provided in writing to the sender.

A notice will be considered effectively given at the time of personal delivery, or at the time of confirmed receipt in the case of delivery by overnight service, telecopy, or electronic mail.

Company Address:

Advice Island Limited
Level 3A-4A, 240 Msida Road
GZR1400 – GZIRA (MALTA)
Contact e-mail: info@topaffiliation.com

Affiliate Partner Address:

- 7.12. Independent Contractor Relationship: It is understood that the Affiliate Partner is an independent contractor and not an agent, partner, or employee of the Company. The Affiliate Partner shall not have any authority to enter into any agreements or obligations on behalf of the Company.
- 7.13. Non-Exclusivity: The relationship between the Company and the Affiliate Partner is non-exclusive. Both Parties are free to enter into similar agreements with other parties unless otherwise specified in this Agreement.
- 7.14. No Assignment: The Affiliate Partner may not assign or transfer this Agreement, or delegate its obligations under this Agreement, without the Company's prior written consent.
- 7.15. Dispute Resolution: In the event of any dispute arising out of or related to this Agreement, the Parties agree to negotiate in good faith to resolve the dispute. If the Parties are unable to resolve the dispute, they agree to submit the dispute to mediation before resorting to litigation.
- 7.16. Counterparts: This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement:

ADVICE ISLAND LIMITED

Level 3A-4A, 240 Msida Road

GZR1400 – GZIRA – MALTA

Date

Signature

Affiliate Partner Name

Printed Name and Title

Date

Signature

SCHEDULE A: AFFILIATE COMMISSIONS

1. This Schedule A forms part of the Agreement and is subject to the terms and conditions of the Agreement. In the event of any conflict between the terms of this Schedule A and the terms of the Agreement, the terms of the Agreement will prevail.
2. This Schedule outlines the commission structure that the Company will use to compensate the Affiliate Partner for each Qualified Sale.
3. The Company commits to pay the Affiliate a commission calculated on the finalized Qualified Sales using one of the following models, which will be subsequently agreed upon between the Parties:
 - **CPA:** The Cost per Acquisition model allows for a specific gain for each sale or action performed.
 - **REVENUE SHARE:** A payment model that determines the commission through a percentage calculated on the earnings generated by the users directed by the Affiliate to a promotional campaign.
 - **HYBRID:** A payment model that combines the Revenue Share and CPA models. TOP ADS Ltd tracks every visit to the operator's website, and based on the collected information and generated traffic, commissions will be calculated and paid to the Affiliate.
 - **MONTHLY FLAT:** A payment model based on a monthly fee to be paid to the Affiliate, regardless of their acquisitions.
4. After verifying the data imported on the platform, the Company will calculate the commission due by the tenth (10th) day of each month, or by the first business day following the tenth (10th) day.
5. The Company will then provide the Affiliate with a specific document between the tenth (10th) and the fifteenth (15th) day of each month containing the statement for the previous month associated with their account, as it appears within the platform.
6. The Company will make payments of the confirmed amounts within fifteen (15) days of receiving the corresponding invoice issued by the Affiliate.
7. Any additional amounts similar to ancillary, welfare, pension, and/or tax expenses not specifically approved by the Company must be excluded from the calculation of the amounts due and, therefore, not included in the fiscal document.
8. **Minimum Payout Amount:** The minimum amount of Affiliate Commissions that must be earned by the Affiliate before a payment is made by the Company is € 100,00. If the Affiliate Commissions earned in a particular month are less than the minimum payout amount, they will be carried over to the next month.

SCHEDULE B - GUIDELINES

1. These guidelines are an integral part of the Agreement and provide operational instructions, terms, and conditions to be adhered to by the affiliate.
2. Use of links and operational materials provided by the company exclusively is allowed. In the event of different usage, specific prior authorization from the company is required, as well as for the use of promotional codes, promotional materials, or initiatives that are not organized and structured by the company.
3. Affiliate activities online must be conducted exclusively using methods approved by the company, using banners or links provided or authorized by the company, and only on sites authorized by the company.
4. The affiliate is not permitted to promote the company's website or other authorized websites through email, unless prior authorization is granted. If email communication is authorized by the company, the affiliate affirms that it was conducted on an opt-in basis, in accordance with applicable law.
5. Any changes to the names of websites used by the affiliate, as well as changes in hosting location, dimensions, objectives, update frequency, or variations to campaigns, are ineffective and subject to prior written authorization from the company.
6. The affiliate is solely responsible for managing any customer complaints and assumes full responsibility for the development, management, and maintenance of their website, as well as all content published on that site and/or other affiliate channels.
7. In all activities, the affiliate must exercise the utmost care in complying with the laws, statutes, regulations, and any other national and community regulations applicable at the time of the contract, with particular but not exclusive reference to regulations regarding the promotion of services related to online gaming with monetary prizes. The affiliate shall be personally liable for any infringement or wrongdoing associated with their activity and hereby indemnifies the company from any potential liability.

Additionally, the affiliate is prohibited from:

8. Using any form of financial incentives to promote their activities, employing online traffic or engaging in fraudulent behavior that leads to any form of abuse or unfair advantage, whether direct or indirect.
9. Engaging in any defamatory, discriminatory, obscene, unlawful, or otherwise inappropriate actions or publishing on their website and/or other affiliate channels content related to tobacco, alcohol, or psychotropic substances, as well as sexually explicit, pornographic, obscene, pedophilic, or blatantly violent content.
10. Actively targeting individuals under the age of 18.
11. Generating traffic to collection channels through illegal or fraudulent activities (including but not limited to sending spam, using incorrect meta tags, or registering customers), or attempting in any other way to artificially increase their own detriment to the company (for example, the affiliate cannot own or manage multiple affiliate accounts simultaneously).