



**AFFILIATE AGREEMENT**

**(Terms & Conditions)**

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## 1. Introduction

- 1.1. BDSwiss is a licensed brand of BDSwiss Holding Plc, a Cyprus Investment Firm which is authorized and regulated by the Cyprus Securities and Exchange Commission (hereafter “CySec”) under License Number 199/13 (hereafter “CIF License”). The Company is incorporated and registered in the Republic of Cyprus, under the Companies Law Cap. 113, with registration number HE 300153 and having its registered address at Ioanni Stylianou 6, 2<sup>nd</sup> Floor, Flat/Office 202, 2003, Nicosia Cyprus.

## 2. Acknowledgement

- 2.1. This Affiliation Agreement (hereafter “the Agreement” or “the Terms and Conditions”) is entered by and between BDSwiss Holding PLC (hereafter “the Company” or “BDSwiss” or “us”) on the one part and the Affiliate (who may be a natural person or a legal entity), who has completed the Company’s affiliate on-boarding procedure and has been accepted by the Company as a an Affiliate (hereafter “the Affiliate” or “You”) on the other part.
- 2.2. This Agreement together with any Addendums, Appendices or Annexes, as amended from time to time, set out the Terms & Conditions upon which the Company will offer the affiliation program and shall govern the business relationship between the contracting parties.
- 2.3. By accepting this Agreement, the Affiliate enters into a legally binding contract with the Company. The Affiliate acknowledges that (s)he has read, understood and accepted all of the terms and conditions contained in this Agreement without modifications.

## 3. Provision of affiliate services

- 3.1. By accepting the Terms and Conditions, you agree to act as an intermediary of BDSwiss. In accordance with the Terms and Conditions, you will act as a mediator between BDSwiss and prospective Client(s) for introducing and/or explaining either physically or electronically the services that BDSwiss is offering to its clients, and acting as a facilitator that will do all that is necessary for the conclusion of an Agreement between BDSwiss and prospective Client(s). This Agreement and the payment plan are deemed valid for the duration of your intermediary activities.
- 3.2. For the purposes of fulfilling his/her duties under this Agreement and with the aim to secure the conclusion of an Agreement between BDSwiss and Client, the Affiliate is entitled to proceed to the following actions:
  - Introduce and promote the products and services of BDSwiss to prospective Clients;

- Provide information on BDSwiss and its products and services to prospective Clients;
- Distribute to prospective Clients information regarding BDSwiss and its services, through presentations and/or educational seminars or advertising campaigns and events in accordance with the requirement and upon written consent of BDSwiss;
- Facilitate explanation of BDSwiss business and policies;
- Collect and process commercial and other information which may be required by BDSwiss in order to assess and evaluate prospective Clients as per clause 5.7. below;
- Assist BDSwiss with respect to the presentation and introduction of BDSwiss products and services to prospective Clients;
- Perform any other actions provided for or required by this Agreement or applicable legislation.

#### **4. Commencement and duration**

- 4.1. This Agreement shall come into force from the day the prospective Affiliate is approved by the Company as an Affiliate and will continue and/or remain effective for an indefinite period of time unless terminated according to clause 14 – Termination herein.

#### **5. Amendments thereof**

- 5.1. The Affiliate acknowledges that the Company reserves the right, at any time and under its sole discretion, to unilaterally amend, modify, update or change any of the terms of this Agreement, Addendum, Appendices or Annexes. In such a case, the Company shall notify the Affiliate of the relevant amendments in the Agreement by giving five (5) business days written notice, prior to the amendments coming in force, or by posting the amendment Agreement on the Company's official website, by indication the date that the amended document will come into force.
- 5.2. All the amendments will come into effect seven (7) business days after the announcement/notice. It is the Affiliate's own responsibility to visit the company's website on a regular basis in order to ensure that (s)he is aware of the latest version of this Agreement.
- 5.3. In case where the Affiliate does not agree with the amended Agreement, (s)he is obliged to terminate the Agreement by notifying BDSwiss in writing within seven (7) business days from the date that the amended Agreement comes into effect. If the Affiliate does not act within the seven (7) day limit, his/her acceptance of the amended Agreement will be assumed and the terms of the amended Agreement will apply to the Affiliate.

## 6. Scope of the Agreement

- 6.1. This Agreement is non-negotiable and overrides any previous or other agreements, arrangements, express or implied statements made by BDSwiss unless the Company, in its sole discretion, determines that the context requires otherwise. If you do not agree to be bound by the terms and conditions of this Agreement please cease using our services and inform us in writing immediately by sending an email to [affiliates@bdswiss.com](mailto:affiliates@bdswiss.com).
- 6.2. In the event of a conflict between the Terms & Conditions of this Agreement expressed in English and the Terms & Conditions of this Agreement expressed in any other language, the Terms and Conditions expressed in English is the governing version and shall prevail over the versions expressed in any other language. In the event of any conflict between the terms of this Agreement and our website, this Agreement will prevail. Our website(s) contain further details about us and our services, and other information relevant to this Agreement.

## 7. Definitions and Interpretation of Terms

Unless indicated to the contrary, references to the below expressions in this Terms and Conditions and any supplementary agreements shall have the following meaning:

- 7.1. **"Affiliate"** means an independent party (natural or legal person) that has entered into a business relationship with the Company for the introduction/referral of new clients to the Company, for which the Affiliate actively mediated so as for the Company to enter into a business relationship.
- 7.2. **"Affiliate Area"** shall mean the affiliate interface area (or backend) where Affiliates can login in order to view their personal data, business profile, statistics, register sub-affiliates, complete/update their personal and payment profile, create additional Tracker IDs and access the Company's promotional, advertising and/or marketing materials.
- 7.3. **"Affiliate Account"** refers to the account in which you will receive payments from us. All payments shall be transferred to affiliate accounts, unless otherwise specified.
- 7.4. **"Affiliate Commission or Fees"** is the remuneration due/received for the provided affiliate services and which is calculated in accordance with our system data and in compliance with the contractual provisions.
- 7.5. **"Client"** shall mean any natural or legal person who has been or is been introduced by the Affiliate to the Company and with whom the Company has accepted as a Client subject to the terms and conditions of the Client Agreement and is connected with the Affiliate's Tracker (or, if

applicable, is connected with the Tracker of your sub-affiliate), and who (i) was not yet one of our clients; (ii) does not reside in a prohibited territory; (iii) has furnished the minimum deposit amount; (iv) has achieved the required minimum turnover; (v) is accepted as a client by any of our member registration or identity verification systems; (vi) is at least 18 years old; and (vii) fulfils every other required qualification which we must demand under statutory regulations to both the jurisdiction of us as well as the jurisdiction of the Affiliate.

- 7.6. **"Client Account"** refers to a one-time assigned account which was created for clients who have successfully registered themselves for the service with a Tracking URL.
- 7.7. **"Fraudulent transaction(s)"** refers to payments or payment transactions which are generated via the service and are carried out with illegal intent, or any other action undertaken with malicious intent, in order to harm us, regardless of whether or not actual damage has arisen, as well as payments made via stolen credit cards; obfuscation, manipulation of the service system, the bonuses, or other promotional misuse and the creation of fake accounts in order to generate affiliate commissions and any unauthorized use of third party accounts, copyrights, trademarks and intellectual property rights of third parties.
- 7.8. **"Intellectual Property (rights)"** means but is not limited to: existing and future BDSwiss patents, trademarks, logos, banners, creatives, design rights, brand names, commercial presentations, trade or business names (including domain names), registered designs, copyright (including rights applicable to computer software), rights to data bases, know-how, client lists, literature, business strategies, e-books, tables, charts, trade and other business secrets.
- 7.9. **"Marketing material"** refers to any kind of promotional and/or marketing material used to promote the Company's products and services, including but not limited to: logos, banners, promo links, text links, landing pages, educational material, webinars, emails and any other material(s) (including our brand names or trade names as defined in paragraph 7.10. below), which were made available by the Company to an Affiliate or were provided by the Company to an Affiliate through the Affiliates Area or through the Affiliates Section on the Company's website or were made accessible to an Affiliate by the Company in other ways for the purposes of the present Agreement.
- 7.10. **"Brand(s)"** refers to the words "bdswiss" and/or every logo, brand name, domain name or trade name which contains these words, or is deceptively similar to them, or is included in our brand name or any other name or any other brand name of ours, which we or one of our subsidiaries bear from time to time.
- 7.11. **"Payment Plan"** refers to the payment plan which you have selected or any other payment plan which was agreed upon between you and the Company or determined by us in writing as outlined in Appendix 1 of this Agreement.

- 7.12. **"Prohibited territory"** refers to the list of countries which the Affiliate is not allowed to target as specified in Appendix 2 of this Agreement.
- 7.13. **"Prospective Client(s)"** shall mean any natural or legal person who has been or is been introduced or referred by the Affiliate to the Company.
- 7.14. **"Service(s)"** means the investment and ancillary services to be provided by the Company to the Client(s) via the Company's official website and are governed by the Terms & Conditions of the Client Agreement.
- 7.15. **"Page" or "webpage"** refers to the Company's official website [www.bdswiss.com](http://www.bdswiss.com) and any other online page and/or website and/or platform which belongs to us, is occasionally operated or controlled by us or our assignee, or by subsidiaries or affiliates, as well as any corresponding page via which a Client opens a Client account and/or obtains access to our service.
- 7.16. **"Spam"** refers to any e-mail or other electronic form(s) of communication, which you send, and which promotes, markets or refers to us, our page or our service in any other way from time to time, or which contains any marketing materials, our brands or trackers and breaches the provisions of this Agreement.
- 7.17. **"Sub-affiliate"** refers to a person or legal entity that the Affiliate introduces to the Company's affiliate network in compliance with the provisions of this Agreement to perform the same type of services as the Affiliate and to be bound by the terms and conditions of this Agreement (and who has succeeded in becoming an Affiliate).
- 7.18. **"Sub-affiliate commission(s)"** means any commission and/or fees paid to the Affiliate by virtue of introducing new affiliates to the Company's affiliate network and as stated and agreed upon in Appendix 1 of this Agreement.
- 7.19. **"Tracker ID"** shall mean the unique link (i.e. Tracker URL) and/or personalized ID which is used to identify client activities and calculate affiliate commissions.
- 7.20. **"Tracking URL"** refers to a special hyperlink or another link tool which refers to our page as well as to every service via which you refer to potential Clients for introducing and promoting the services of BDSwiss. If the respective Client opens a client account, our system automatically stores the Tracking URL and records it as an Affiliate.
- 7.21. The following shall apply to this Agreement (unless otherwise specified):
- a) The paragraph headings are meant merely for reference purposes and do not have any bearing on the interpretation of this agreement.

- b) The use of the words "including" or similar words at the beginning of a sentence should not limit the interpretation of the sentence. The words are used rather for the sake of clarity.
- c) Any reference to "persons" includes natural persons, enterprises, private companies, firms, partnerships, amalgamations, organizations, governments, states, governmental or state authorities, foundations and groups of companies (without prejudice to whether or not these are legal entities in their own right, and regardless of the legal order under which they are individually registered or within which they exist).
- d) References to laws, national regulations, ordinances, subordinate laws, codes or directives ("legislation") refer to this legislation and all the subordinate laws - as and when they are amended and come into force from time to time - and to every piece of legislation which comes into force again or is consolidated with such a piece of legislation.

## 8. Application and Registration Data

- 8.1. In order for an Affiliate to be considered for participation in the BDSwiss Affiliation Program, the Affiliate must complete and submit the online application/questionnaire available on the affiliates section at the Company's official website ([www.bddwiss.com](http://www.bddwiss.com)) and accept online the present Agreement.
- 8.2. In addition, as part of the affiliation on-boarding procedure, the Affiliate is required to provide us with the following identification documents:
  - (a) Proof of Identity: that is a government issued passport and/or national identity card, AND
  - (b) Proof of Residence: that is a scanned copy of a utility bill (such as water, gas, electricity, landline telephone or landline internet bill) or a bank statement or any other government issued document, in an A4 format, reflecting the Affiliate's full name, address and date of issue. Please note that this document cannot be older than six (6) months.
- 8.3. The Affiliate agrees and understands that the Company is not to be required (and may be unable under Applicable Regulations) to accept a person and/or a legal entity as our Affiliate until all the information and documentation we require have been received by us, properly and fully completed by such person and all internal Company checks (including and without limitation anti-money laundering checks or identification tests as the case may be) have been duly satisfied. The Affiliate further acknowledges that the Company reserves the right to impose



additional due diligence requirements to accept such a person and/or a legal entity as an Affiliate.

- 8.4. The Affiliate hereto represents that (s)he has the full right, power and authority to enter into and be bound by the terms and conditions of this Agreement and to perform his/her obligations under this Agreement, without the approval or consent of any other party and/or confirms that (s)he is qualified under any applicable regulatory requirements to offer the services mentioned in this Agreement.
- 8.5. If the Affiliate is a company or a legal entity then the person agreeing to this Agreement on behalf of that company or entity hereby represents and warrants that (s)he is authorised and lawfully able to bind that company or entity to this Agreement.
- 8.6. BDSwiss will evaluate the Affiliate's application in good faith and will notify the Affiliate of the Company's acceptance or rejection in a timely manner. If the Affiliate's application is rejected, for any reason, the Affiliate may reapply only once the Affiliate has rectified the issues which lead to his/her rejection.
- 8.7. The Affiliate must provide true, accurate and complete information to BDSwiss, during the registration process and as these may be requested from time to time, about the Affiliate and his/her activities and/or blog and/or website and/or social media profile and/or any other information directly or indirectly related to the terms and conditions of this Agreement. In case the Affiliate provides false and/or inaccurate information and/or refuses to provide the requested information/documentation, BDSwiss reserves the right to deny and/or reject the Affiliate application providing the Affiliate with a written notice to his/her registered email address.
- 8.8. Should there be any changes in any of the provided information (both personal and commercial) the Affiliate is obliged to inform us immediately in writing via email at [affiliates@bdswiss.com](mailto:affiliates@bdswiss.com) and without being asked to do so.
- 8.9. Once the Affiliate is successfully registered and approved by the Company, (s)he will be granted Access to the Affiliates' Portal and/or the Affiliates Area. For this site the Affiliate will be able to access information regarding his/her performance, commissions, fees and use the Company's promotional/marketing material to promote/market the Company's products and services to prospective Client(s).

## 9. Affiliate's Representations and Warranties

The Affiliate agrees to each and every of the representations and warranties below:

- 9.1. You, in your capacity as an intermediary undertake that any and all information that you will provide to BDSwiss concerning any prospective Clients during the introduction shall be accurate and reliable and shall not contain any false data. You shall provide BDSwiss with any information required immediately upon demand about the referred clients so that BDSwiss may assess credentials and comply with any and all anti money laundering or other regulatory requirements.
- 9.2. You are solely responsible and liable for the content and the form of your intermediary duties including any promotional/marketing activities. All intermediary services must be appropriate, professional and lawful with respect to the applicable legal standards (including any laws referring to the content or nature of the particular services) and must comply with the provisions of this Agreement in every respect.
- 9.3. The Affiliate acknowledges that (s)he is aware of and undertakes to comply will all applicable laws as well as policies provided by us or published by us on our website with regards to the prevention of money laundering and terrorist financing and agrees to operate in accordance with the policies and procedures contained therein.
- 9.4. You herewith confirm that you are aware and fully understand all laws applicable in your country of residency and/or country of business operations and/or in the contracted territory for the execution and fulfilment of this Agreement, and are in possession of any necessary license(s) or government permit, and have fulfilled all registration, qualification and/or other requirements of all jurisdictions and regulatory bodies to the extent that such registration, qualification and/or other requirements are applicable to you during the term of this Agreement and will remain in strict compliance with all of the foregoing and are no indications suggesting that these might be revoked.
- 9.5. If the Affiliate is a company or other legal entity, the Affiliate is duly organized, validly existing and in good standing under the laws of his jurisdictions.
- 9.6. Any breach by the Affiliate of any of the representations and warranties set forth or anywhere else in this Agreement renders the entire Agreement or any part of it voidable, in the Company's absolute discretion. The Company further reserves the right, acting reasonably, to suspend and/or refuse access to and use of the Company's services and/or affiliates portal and/or affiliates account.

## 10. Affiliate's Rights and Obligations

- 10.1. During the term of this Agreement, the Affiliate undertakes to fulfil the following obligations:
- 10.1.1. To fully comply with the terms and conditions of this Agreement, as amended from time to time;
  - 10.1.2. To fully comply with all the laws and regulations applicable to the Affiliate and/or applicable in his/her country of residency and/or country of business operations and/or in the contracted territory for the execution and fulfilment of this Agreement;
  - 10.1.3. To obtain and/or always maintain in force all necessary registrations, authorizations, consents, license(s) or government permit(s) to be able to fulfil his/her obligations under this Agreement; and whenever requested, to supply details and evidence of the Affiliate's status and business and of the licensing and/or authorization requirements applicable to the Affiliate's activities;
  - 10.1.4. To target and refer Client(s) only from the list of countries provided by BDSwiss in Appendix 2 of this Agreement;
  - 10.1.5. To perform the services described in this Agreement; specifically, the Affiliate shall restrict his/her services to the introduction and/or referral of Clients to the Company; the Affiliate shall bear all establishment and operational costs and expenses for the fulfilment of this Agreement, unless otherwise determined by BDSwiss;
  - 10.1.6. To introduce and promote the Company's products and services to prospective Clients as specified in this Agreement and in the Client Agreement. For the introduction of Client(s), the Affiliate will endeavour and will carry out all necessary actions so as for the Company to enter into an Agreement with the referred Client(s). Such actions will be carried out either physically or electronically;
  - 10.1.7. To provide the prospective Client(s) with true, accurate and complete information regarding BDSwiss, its activities, products and services;
  - 10.1.8. To clearly inform the prospective Client(s) what is the business relationship between (a) the Affiliate and the Client and (b) between the Client and the Company;
  - 10.1.9. To clearly inform his/her referred Clients of any fees directly or indirectly related to the introduction of the individual Client or received with regards to the services provided for under this Agreement;
  - 10.1.10. To clearly inform the prospective Client(s) that if the Client has a complaint against the Affiliate, then the Client must inform the Company in writing in accordance with the Company's Complaints Handling Policy;
  - 10.1.11. To distribute any kind of informational material (i.e. presentations/educational seminars) in accordance with the Company's guidelines and prior written consent;
  - 10.1.12. To support entering into an agreement(s) between BDSwiss and the potential Client(s) including assistance in completion of the account opening registration forms for opening an account with BDSwiss;

- 10.1.13. To assist, when and if required, BDSwiss in collecting the Client's documents; assist the Client(s) with potential face to face meetings; assist BDSwiss in implementing its KYC and AML procedures; assist with the safekeeping of documents and other assets provided by BDSwiss and/or the Clients according to the terms and conditions of this Agreement;
  - 10.1.14. To act in good faith at all times, throughout the duration of this Agreement, and not make any false and/or misleading representation or statements with respect to BDSwiss and/or the Affiliate Program and/or the Company's products and services and/or not engage in any other practices which may affect adversely the image, credibility or the reputation of BDSwiss and its services;
  - 10.1.15. To comply with BDSwiss's branding and intellectual property guidelines;
  - 10.1.16. To provide sufficient proof of ownership of their blog and/or website and/or social media profile and/or of any other means used for his/her promotional/marketing activities as these may be requested from time to time;
  - 10.1.17. To use only, the approved by the Company advertising, informational, promotional, marketing materials and the Company's Intellectual Property and Brands. BDSwiss shall provide you with the information, materials and documents necessary for you to perform the intermediary duties in accordance with the terms and conditions of the present Agreement. The Affiliates hereby agrees and undertakes to use only the material(s) provided by BDSwiss. The Affiliate is not allowed to amend, modify or alter any of the Company's aforementioned materials or Intellectual Property or Brands or Trademarks without our prior written consent. You may use the marketing materials only in compliance with the provisions of this Agreement and the policies published on our page, and within the framework of applicable laws. For the avoidance of any doubt, all marketing material shall be published/ used upon the Company's written approval. Should the Affiliate wish to use his/her own or other marketing material to promote BDSwiss, its products and services, (s)he must obtain the Company's written consent prior to such usage.
- 10.2. The Affiliate is not allowed, under any circumstances, to:
- 10.2.1. Conclude any contracts and/or agreements on behalf of BDSwiss and/or execute any agreement(s) or bind BDSwiss under any circumstances as such rights vest solely on BDSwiss;
  - 10.2.2. Act or present himself/herself as an employee, agent, tied agent, broker or representative of the Company to prospective Client(s) or any other third person; neither warrant or attempt to show that there is any other kind of business relationship or connections (other than as provided for in this Agreement) between you and BDSwiss. The Affiliate, in his/her capacity as an intermediary, will carry out his/her operations and business as an independent contractor;
  - 10.2.3. Refer Client(s) from jurisdictions to which the Company does not offer services to and/or clients residing in the USA and/or any of the countries that are classified as blacklisted or high risk countries as these appear on the FATF website ([www.fatf-gafi.org](http://www.fatf-gafi.org));
  - 10.2.4. Register himself/herself as Client(s) of the Company, nor (directly or indirectly) pay deposits into a client account via his/her Tracker, or Trackers (or the Tracker of an affiliate), for the

Affiliate's own use or use by relatives, friends, employees, representatives or advisers. Furthermore, you are not allowed to use any other means to artificially increase the affiliate commission payable to you or to deceive us in any other way. Breaches of this clause shall be classified as fraudulent act;

- 10.2.5. Open and/or operate a trading account on behalf of the Client(s);
- 10.2.6. Receive and/or hold client funds and/or financial instruments on behalf of the Client;
- 10.2.7. To charge the prospective Client(s) for assisting them on competing the Company's account opening procedure and/or completing relevant forms and/or collecting their KYC documents, any other documents or information relevant to the on-boarding procedure;
- 10.2.8. Misrepresent in any way, the contractual relationship between the prospective Client(s) with and to BDSwiss;
- 10.2.9. Direct or influence any Client(s) in regard to his trading and shall not provide, directly or indirectly, any kind of investment or financial advice or recommendation or promises or asset management services or guarantee profits to prospective Client(s);
- 10.2.10. Engage in any marketing or promotional activities in relation to BDSwiss in any area, territory or jurisdiction outside the list of countries provided by the Company in Annex 1 and agreed upon;
- 10.2.11. To use the BDSwiss website and/or our services and/or our trademarks without our prior written permission;
- 10.2.12. To issue a press statement or communicate in any other way with the public, as regards this Agreement, our brands or your participation in the affiliate network without our prior consent;
- 10.2.13. Transmit to or in any way (directly or indirectly), expose our website, content, platform and any other of the Company's property to any computer virus or other similarly harmful or malicious material, virus or device;
- 10.2.14. To use or register a domain name or keywords, search terms or other identifiers for his/her activities which contains the Company's trade name(s), brand name(s) or is deceptively similar to them or which may cause confusion to the user without the prior written agreement of the company;
- 10.2.15. To carry out any of the following activities either on your own accord or via third parties or as a support service or at the instigation of a third party:
  - (a) To associate (directly or indirectly) and/or link BDSwiss and/or the Company's products and services with the use of any website for unlawful activities.
  - (b) The placing of any promotional/marketing material(s) on websites or another medium, such that the content on such websites is defamatory, malicious, fraudulent, obscene, unlawful, threatening, obscene or racist, ethnically, or otherwise discriminatory or contains explicit sexual content, pornography or violence, or is deemed inappropriate by us, at our sole discretion.
  - (c) The development and/or use of any promotional/marketing material and/or public relations strategies which are directly or indirectly aimed at marketing our content to

- minors (depending, in each case, upon the respective legal system within which you are soliciting), regardless of the age of majority of the marketing location.
- (d) The use of any promotional/marketing material(s) in a way which could confuse a (potential) client or makes illegitimate claims to the performance and potential gains, including the promise of guaranteed returns/gains from trading.
  - (e) The placement of any promotional/marketing material(s) on an online page or a similar medium, the content and/or material of which:
    - infringes the intellectual property rights of a third party;
    - copies or only marginally alters the page, so that it resembles it either in whole or in part;
    - vilifies us, or damages our reputation or our company image in any way;
    - maligns a part of the page in whole or in part.
  - (f) The reading, interception, modification, rerouting or interpretation or provision of contents addressed to us by third parties by electronic or other means.
  - (g) The modification, rerouting or interruption of operation of or access to the page or to one of its sections.
  - (h) Any action which may reasonably serve to confuse an end user; both with respect to the relationship between the Affiliate and the Company, and also the carrier or operator of the page from which any function or transaction emanates.
  - (i) The posting, publishing of any advertisement, communication or other promotional content, which promotes the Company's website, products, services or brands around the display of the page or a sub-page or in connection with the same. (e.g. through "cookie-dropping", "framing" techniques or technologies or pop-up or pop-under windows, or the use of interspaces).
  - (j) The advertisement, use of search engines or search services, and/or the purchase and/or the registration of passwords, search keywords – especially brand related terms and misspelling of those (e.g. BDSwiss, BSDiss, etc.) - or other identifiers for use in any search engines without our prior written permission.
  - (k) The offering or promotion of grants, rewards or bonuses for potential Clients (financially or otherwise) by the Affiliate (or by third parties authorized by the Affiliate) without the Company's prior written permission.
  - (l) Causing the opening of pages (or of one of their sub-sections) in a browser of a visitor or anywhere else, from where one gains access to the service, or as a result of a visitor click on a banner or text link which constitutes a part of the marketing material or represents a part of it.
  - (m) The attempt to intercept or forward traffic (including software which was installed by the user), originating elsewhere (a.k.a. incentive traffic) and which is a part of our affiliate network.

- (n) Any offline marketing actions taken without the Company's prior written consent.
  - (o) The promotion of websites which are similar to the BDSwiss website, in whole or in part; as well as giving potential Clients the impression that the Affiliate has influence over the contents of these websites or those responsible for them, or are in contact with them, or that the content of these websites is in any way related to the content of the BDSwiss website.
  - (p) The infringement of user conditions and any other applicable policies of any search engines, or of client e-trailer feedback devices; or
  - (q) The attempt to communicate either directly or indirectly with a Client through or on our pages, in order to persuade them to visit another online page which does not belong to BDSwiss, or to persuade them to favour other proposals without the Company's prior consent via e-mail, chat rooms, spam or other activities.
  - (r) The attempt to promote or to market the Company's products and services (or any part thereof) or pages (or a special page) in prohibited territories, as well as the attempt to circumvent any barriers that may have been set up by the Company to prevent the logging of Clients from a prohibited territory; as well as the attempt to conceal the location of a Client.
- 10.3. Without prejudice to Sections 19-21, you agree that the Trackers are only for your own use and must not be transferred or assigned to a third party. Without our prior written permission, this applies to both Tracker IDs and other affiliates commission.
- 10.4. If we have reasonable suspicion that you have committed one or any of the abovementioned acts or you have breached of any of the above-mentioned prohibitions specified herein (paragraphs 10.1., 10.2. and 10.3.), then the Company reserves the right to retain all affiliate commissions and/or to terminate the affiliation Agreement with immediate effect (without prejudice to other potential legal recourse).
- 10.5. Moreover, should your intermediary services not be in line with our policies, we reserve the right to stop any advertising campaigns, retain outstanding payments and/or block your account with us with immediate effect, at our sole discretion.
- 10.6. The Affiliate agrees and understands that the Company may, at its sole discretion, accept or decline any Client(s) introduced/referred by the Affiliate. Consequently in order to be eligible for the consideration provided for in this Agreement, the intermediary services must be successful.

## 11. Sub-affiliates

- 11.1. You can pass other persons on to us, so that they may apply for participation in the affiliate network. If such a person successfully joins our network, we will pay you for the activities of a sub-affiliate, depending on your payment plan, provided you register them via the "Sub-Affiliate Registration Function" within the affiliate area on the website. You will only receive a credit note for those sub-affiliates who fulfil all the membership requirements of this agreement. Any person, who was once registered as an affiliate, cannot be registered again as a sub-affiliate. You may not:
1. register either yourself or a person controlled by you as your sub-affiliate;
  2. use a fictitious name or an alias for the registration of a sub-affiliate;
  3. offer any form of monetary incentive or any other payments to potential sub-affiliates, prior to us issuing written permission to you for this; or
  4. attempt to insert any additions or alterations to the provisions concerning potential sub-affiliates.

## 12. The Company's rights and obligations

- 12.1. The Company reserve the right to refuse to provide our services to any potential Client, and to close any Client account at any time at our discretion. All data relating to the Client shall remain exclusively our property. Other than in cases explicitly foreseen by us in writing, you will not acquire any rights to data of any kind, which are generated in the context of cooperation under this agreement or in any other way.
- 12.2. The Company holds the right to monitor the Affiliate's business activities and/or blog(s) and/or website(s) and/or social media profile and/or any other site associated with the Affiliate or method used to promote the Company's services and products to ensure that it is in accordance with the provisions of this Agreement.
- 12.3. Any promotional/marketing material developed or created by the Company and placed or used by the Affiliate, is owned by the Company and, except for the purposes of this Agreement, cannot be used by the Affiliate without the prior written consent of the Company. BDSwiss reserves the right, at any time, to review the Affiliate's placement of promotional/marketing material and approve its use of the Affiliate's Links. Furthermore, the Affiliate accepts that BDSwiss may require that the Affiliate changes the placement or use of such material in order to comply with the applicable regulatory framework and/or BDSwiss requirements.



## 13. Reports and payments

- 13.1. **Reports:** The Company registers and reports client activities in order to calculate the affiliate commissions based on the payment plan selected by the Affiliate. The form, content and frequency of the reports may be changed by us from time to time, at the Company's sole discretion. As a rule, you will receive a monthly report with your payments, indicating the number of new Client(s) who have registered this month with the Tracker and the total amount payable to you (after deductions and set-offs in accordance with this Agreement). In addition, daily reports can be provided to the Affiliate online so that you can gain an overview of new clients via Tracker. We herewith exclude any liability for the accuracy or completeness of these reports.
- 13.2. **Affiliate commissions:** In accordance with paragraph 11.4 below, the affiliate commissions will be paid out to you every month in accordance with the payment plan selected by you, after you have concluded the registration process and/or we have activated additional Trackers. We have the right not to accept the payment plan selected by you. Moreover, we may, at any time and after notification, transform any payment plan and any linked Tracker made available hereunder from a Revenue Share Plan into a CPA Plan or vice versa, or to any other plan which we may operate from time to time.
- 13.3. **Sub-affiliate commissions:** In accordance with Section 11, in line with your payment plan and Section 13.4 below, you will receive a commission for all due and payable affiliate commissions of your sub-affiliate(s), who are entitled thereto for identifying, targeting and canvassing customers for us on our pages.
- 13.4. **Minimum payment and time of payment:** Affiliate commissions which are due shall be paid into your affiliate account by the middle of each month (fifteenth day of the month). For administrative reasons and in order to ensure the security of your account, we reserve the right to restrict the frequency as well as the amounts of payment into your affiliate account within reasonable limits. At our sole discretion, we can impose a policy according to which a negative payment amount in a month is carried forward to the following month and is deducted therefrom. The minimum payment amount is \$100 (one hundred EURO). A lesser amount will be retained by us until the minimum payment amount is reached.
- 13.5. **Retention after end of contract and fraudulent transactions:** If we suspect fraudulent transactions, we may, at our sole discretion, delay the payment of your affiliate commissions for up to one hundred and eighty (180) days, in order to investigate our suspicions and verify the relevant payments provided that:
- (i) there is justifiable and/or reasonable suspicion of a fraudulent action;
  - (ii) the Affiliate is given a fair hearing; and
  - (iii) even with all the means at the disposal of BDSwiss, a clarification of the facts of the case is not possible.

We are not obliged to pay affiliate commissions to Client(s) whose identity is not verifiable or who could be associated with fraudulent transactions in some other way. Should we classify any action as fraudulent transaction, or in breach of this Agreement in any other way, we may, at our sole discretion: (i) Pay out the full amount of the affiliate commissions; (ii) recalculate them in the light of the alleged fraudulent transaction; and/or (iii) require you to forfeit your future affiliate commissions in respect of the fraudulent transaction (insofar as permissible).

- 13.6. **Payment modality:** All payments shall be made in EURO or in another currency of our choice. This applies regardless of which currency the affiliate has transferred to his/her Tracker. The payment modality shall be at our sole discretion; however, we will try to accommodate your preferred payment modality within reasonable limits. Transfer fees as well as courier fees shall be borne by you and an appropriate amount shall be deducted from your affiliate commissions. By way of precaution, it should be noted here that we are not obliged to reimburse either money changing fees or any transfer fees arising for the transfer of money into your affiliate account.
- 13.7. **Client Tracking:** You agree that, in order for you to receive the affiliate commissions, potential Clients for whom BDSwiss has approved to open an account(s), for which you actively mediated for the conclusion of an agreement between BDSwiss and the prospective Client(s), the Client must be linked to your Tracker ID or must use other codes approved by us, so that their activities can be tracked. Under no circumstances are we responsible if you do not use any Tracker or if the potential Client(s) do not use the system properly. By way of derogation from the rule stipulated here, we can, at our sole discretion, change the tracking system as well as the reporting format at any time.
- 13.8. **Personal client account:** If you register personally as a Client, you shall no longer have any rights to commissions or any other payments for the activities you undertake under your personal client account.
- 13.9. **Right to challenge:** Should you have any objections in regards to the monthly reports or the accounting or the payment amount, such objections must be raised in writing via email to [affiliates@bdswiss.com](mailto:affiliates@bdswiss.com) and submitted to us within thirty (30) days from the provision of the report. With the expiry of this time limit, you acknowledge and thereby agree to the calculated amount as correct and forgo further payments for the accounting period. The right to challenge in regards to the report or the payment amount is deemed to have been waived with the expiry of the aforementioned time limit, and you are not entitled to any claims in this respect. Furthermore, the encashment of a payment check, the acceptance of a payment or the acceptance of another payment shall be considered complete and final acknowledgment of the affiliate commissions for the specified month. By way of derogation from the aforementioned, we reserve the right to correct any excess payments made in calculating of your affiliate commissions at any time and to demand that you return the difference to us.

**13.10. Taxation:** The payment of taxes which accrue in connection with payments made to you is your sole responsibility. You are obliged to adhere to applicable laws and to pay any income tax or similar tax or social security contributions arising. This also applies to sub-affiliates carrying out activities on your behalf. Should any sales- or turnover tax be payable, you are solely responsible for their declaration and payment.

Unless otherwise agreed upon, payments made to you shall, in case of doubt, be inclusive of all value added, sales or turnover taxes to be imposed on them.

## 14. Termination

14.1. Termination by the Affiliate: You have the right to cancel/terminate this Agreement, for any reason, by giving to the Company at least five (5) business days written notice to the following email address: [affiliates@bdswiss.com](mailto:affiliates@bdswiss.com) with the subject "Affiliate Cancellation Notification", specifying the termination date as such.

With the statement of cancellation, the participation in the affiliate network ends automatically. The cancellation of specific paragraphs or individual pages is prohibited. In the event of cancellation, you are obliged to withdraw all credit balances from your affiliate account within 30 days. Should the money not be withdrawn in time, it will fall back to BDSwiss.

14.2. Termination by the Company: We have the right to cancel/terminate this Agreement, the entire contract or any individual provisions or cancel any individual Trackers for any reason, by giving to the Affiliate at least five (5) business days written notice to the email address that the Affiliate provided us with or via fax to the fax number that the Affiliate provided to us.

Should we cancel/terminate the entire contract, we are entitled to automatically deactivate all trackers. By way of precaution, it should be noted here that, with the termination of this Agreement, you will no longer receive any affiliate commissions. If we end a specific tracker, the remaining trackers will not be affected.

14.3. By way of derogation from paragraph 14.2. the Affiliate accepts that the Company reserves the right to terminate or suspend this Agreement immediately, without notice, in any of the following cases:

- (a) The Affiliate violates or breaches any provision of the Agreement and in the Company's opinion the Agreement cannot be implemented;

- (b) The Affiliate passed away;
- (c) There has been malpractice, deceit, failure or other significant event, including liquidation, bankruptcy, insolvency or winding-up proceedings, on the part of the Affiliate.
- (d) The Affiliate involves the Company directly or indirectly in any type of fraud;
- (e) Termination is required by any competent regulatory authority or body;
- (f) The Affiliate violated a law or a regulation to the jurisdiction to which he/she is subject to and/or the laws or the regulations of the Republic of Cyprus;
- (g) There is non-performance or low performance on the part of the Affiliate; specifically if the Affiliate's account is inactive, his/her contract and participation in the affiliate network ends automatically. Hereafter, inactive means that:
  - (i) the Affiliate did not generated enough affiliate commission for initiating a payment into his/her affiliate account, or that no monies were paid out to the Affiliate within 180 (one hundred and eighty) days or more (by a withdrawal or a transfer to a client account); or
  - (ii) the Affiliate did not introduced any new clients within 100 days through his/her intermediary services; or
  - (iii) the Affiliate did not respond to any of the verification messages sent to him/her within a reasonable period of time. In the event of an automatic ending of the contract, all the cash resources remaining in the affiliate account pass to us.

14.4. Should the Company elect to suspend this Agreement, instead of terminating it, during such period of suspension, it will have the right to hold back the payment of affiliate commissions. As soon as the suspension is lifted, all the retained affiliate commissions will be paid to you.

14.5. Effect of termination: the termination of this Agreement shall not in any case affect any of the Affiliate's obligations and responsibilities which have arisen or any existing commitments or any contractual provision(s) which were intended to remain in force after the termination and in event of termination the following provisions shall apply:

- (a) The Affiliate must stop all of his/her intermediary services including any promotional/ advertising of the BDSwiss webpage(s), and all rights and licenses which were granted to the Affiliate under this Agreement shall automatically end.
- (b) The Affiliate must remove and immediately stop the use of any links, licensed materials and any other names, trademarks, symbols, copyrights, logos, designs or any of our copyrighted names or files or documents developed, licensed or created by us or provided by us.
- (c) The Affiliate is obliged to return to the Company any marketing materials used to promote the Company's products and services (e.g. banners, logos, text, newsletters etc) and/or promotional marketing giveaways. In the case where the Affiliate maintains a website and

is using any Company marketing materials, he/she is obliged to immediately withdraw such materials upon termination of this Agreement.

- (d) The Affiliate must return any confidential information and stop use of all our brands, as well as our advertising material.
- (e) We reserve the right, at our discretion, to continue to operate, reroute or deactivate trackers, without this resulting in any obligation for us to pay the Affiliate any amount for Clients who we acquire in the process.
- (f) With the settlement of the amount due on the date of termination of the contract all our contractual obligations are deemed fulfilled we shall not have any further obligations to the Affiliate.

## 15. Survival clause

Sections 7, 10, 13, 14, 16, 18, 19 and 20, as well as provisions which are necessary for the interpretation or implementation of this Agreement shall continue to apply even after the termination or expiry of this agreement.

## 16. Liability

- 16.1. **Representations and Warranties:** BDSwiss makes no express or implied representations or warranties and/or do not extend any warranties or binding declarations (whether explicit or implicit or in any other way) regarding of our affiliate network, our webpage(s), our website or any content, products or services which are offered there or are related thereto, or that our pages, the website, the system, network, software or hardware (or that made available to us by third parties) are faultless or without disruptions or with respect to the quality, marketability, individual suitability or suitability in respect of the foregoing unless explicitly otherwise regulated in this agreement, all kinds of warranties, binding declarations, implicit terms and conditions are debarred as far as legally permissible. Furthermore, neither we nor our providers, nor our underlying vendors, must maintain systems, networks, software or hardware which are not needed.
- 16.2. **Accounting and collection limitation period:** we may, at our discretion, take any steps to block, restrict, remove or withdraw specific clients, balances or samples from your tracker, or to reject the registration of potential Client(s) and/or Affiliates, in order, for example, to reduce the number of fraudulent or unprofitable transactions, as well as for other reasons. We grant

neither a warranty, nor a binding declaration neither guarantee of continuous use and/or the success of fraud prevention measures.

- 16.3. **Limitation of liability:** our obligations under this Agreement do not create any personal obligation of the owners, management board members, senior executives, representatives, employees, vendors or suppliers of the page or services, unless regulated otherwise in the Agreement. Unless expressly regulated otherwise in the Agreement, we do not, under any circumstances, assume any liability for direct, indirect, special, coincidental, consequential or punitive losses, impairment or damage of any kind (regardless of whether or not the possibility of such damage was brought to our notice), including the loss of business, income, profit or documents. Any liability that may arise from this Agreement, whether through contract, tort or the breach of a legal obligation or otherwise, is restricted to direct damage and limited to income stemming from the pages affected by the dispute which are generated by you and be paid out to you in the 12 months prior to the event giving rise to the liability.
- 16.4. **Force Majeure:** If the performance of any part of this Agreement by either Party is prevented, hindered, delayed or otherwise made impracticable due to certain unforeseeable events, including but not limited to acts of God, war, governmental decree, natural disasters, power failure, failure in communication lines or other network failure, judgment or legal order, strike, or other circumstances, beyond that Party's reasonable control, such Party shall be excused from the performance of the Services to the extent that it is prevented, hindered or delayed by such cause. On completion of twenty one (21) consecutive days of non-performance of the services, due to such unforeseeable events, either Party may terminate this Agreement, by giving one (1) week's written notice.
- 16.5. **Indemnification:** the Affiliate hereby agrees to defend, indemnify and hold harmless BDSwiss and any of its subsidiaries and affiliates, and its directors, senior executives, supervisory board members, officers, employees, agents, shareholders, partners and representatives from and against any claims, actions, demands, liabilities, losses, damages, judgments, settlements, costs and expenses (including reasonable attorney fees or justifiable legal fees) which (directly or indirectly) stem from or arise out of: (a) your breach of any of the terms and conditions of this Agreement; (b) your gross negligence or wilful misconduct; (c) any claim for infringement against the Affiliate of BDSwiss use of the any trademarks, trade name, service mark, copyright, license, intellectual property, or other proprietary right of any third party; (d) any misrepresentation of a representation or warranty or breach of a covenant and agreement made by the Affiliate herein or (e) any claim related to the Affiliate's site, including, without limitation, content therein not attributable to BDSwiss.
- 16.6. **Off-sets:** we are entitled to set off any claims we have against you under the law or under this Agreement against all your claims for payment.

## 17. Communication

- 17.1. Unless specified otherwise in this Agreement, any communication or written notice by the Company under this Agreement shall be given in writing to the email address provided by you on the affiliate registration form (or, if this changes, to the new address provided by you).
- 17.2. Any communication or written notice by the Affiliate to the Company shall be given in writing to the email address: affiliates@bdswiss.com. Each communication sent by e-mail is deemed to have been received on the earlier of the dispatch of a confirmation of receipt or 24 hours after the transmission depending upon which is earlier.
- 17.3. The Affiliate must provide genuine contact information, in order for Affiliate managers to communicate effectively. Should the Affiliate fail to provide genuine contact details, or is not responding to requests from their account manager to communicate over a three (3) month period, BDSwiss retains the right to terminate this Agreement or suspend the Affiliate account. During the suspended period, the Affiliate will not earn any commission generated during this time and the portfolio of the Affiliate's clients will stay in the Affiliate's account.

## 18. Relationship of the parties

The Parties in the Agreement are independent contractors. Nothing in this Agreement shall be interpreted or construed so as to create any relationship between the Affiliate and the Company in the form of an association, partnership, joint venture, employment, agency, representative, branch office or franchise between the Parties or impose any liability attributable to such relationship upon either Party. Neither party shall have any right, power or authority to enter into any agreement for, or on behalf of, or bind the other party in any way (this includes representation or guarantee, debt assumption of an obligation or liability and/or the exercise of any right or power of attorney), unless explicitly provided for in this Agreement.

## 19. Non-exclusivity

You agree that we may (directly or indirectly) enter into promotional relations with other Affiliates, either under the terms and conditions of this Agreement with you, but also under other terms and conditions, and that such Affiliates may be similar to you or even be your competitors. You agree that we may, at any time, at our discretion, divert the transactions and the users from any page to any other online page which we consider suitable, without having to pay you any additional compensation.

## 20. Confidentiality

- 20.1. As an Affiliate, you may receive confidential information regarding the Company's marketing plans, marketing concepts, our composition and payment. This information is confidential and represents our protected trade secrets. You may not divulge this information to third parties or use it for purposes other than those provided for in this agreement without our prior permission; unless this is prescribed by law (provided such disclosure is demanded to this extent).
- 20.2. All confidential information, including but not limited to, any business, technical, financial and customer information disclosed by BDSwiss and/or acquired by the Affiliate during the term of this Agreement, will remain the sole property of BDSwiss. The Affiliate shall keep all information confidential and shall not disclose to any third party any of the terms of this Agreement or any information incidental or related thereto the business of the Company (other than such terms or information which comes into the public domain) or use it for purposes other than those provided for in this Agreement, unless it is required under any applicable law or by any regulatory authority or governmental body or to investigate or prevent fraud or other illegal activity and the Affiliate has obtained the Company's written consent first. Notwithstanding anything to the contrary in this Agreement or the termination of this Agreement, this clause shall continue to have effect and be binding to the Affiliate without any time limit.

## 21. Intellectual Property, Branding and Proprietary Rights

- 21.1. For the duration of this Agreement, BDSwiss grants to the Affiliate a limited, non-transferable, non-exclusive, revocable license to access the BDSwiss affiliates portal and/or site and/or Affiliates Area and use, within the territory of his/her activities, BDSwiss marketing and promotional material, including but not limited to: banners, logos, creatives, content, creatives, trademarks, brands, copyright, literature in accordance with the terms of this Agreement and for the sole purpose of introducing Client(s) to the Company and/or promoting/advertising the Company's products and services.
- 21.2. All Intellectual Property licensed to You – the Affiliate – belongs solely and exclusively to BDSwiss and its successors and cannot be used, transferred or assigned to a third party without the prior written permission by the senior management of the Company. Nothing in this Agreement shall confer any right of ownership in our Intellectual Property. BDSwiss reserves all of their rights in the materials provided and all of its other proprietary rights.



- 21.3. You acknowledge and agree that you will use our Intellectual Property in a lawful manner and in strict compliance with the terms and conditions of this Agreement and all BDSwiss guidelines as provided for by BDSwiss, and only during the term of our cooperation.
- 21.4. You agree to display any of our Intellectual Property and marketing material on your website(s) solely for the purpose of marketing and promoting the Company's products and services.
- 21.5. **Brand names and domain names:** You herewith acknowledge that BDSwiss Holding PLC including its subsidiaries, affiliated companies and franchisees are exclusive owners of the intellectual property related to the contents of the advertising material, the services, the pages and our trademarks. Any use of a brand name, a domain name or a trademark which contains any of our brand names or is deceptively similar to it or was derived from it (with the exception of any use permitted under the conditions of this agreement), without our prior written permission, is an infringement of these Terms and Conditions and may possibly represent a fraudulent act pursuant to this agreement.
- 21.6. You accept that the use of a domain name which contains one of our brand names or is deceptively similar to one of our brand names does not represent a grant of any rights to any of our brand names. You may neither register nor attempt to register trademarks or names which contain our brand names or are deceptively similar to them or are derived from them. You herewith agree to transfer to us, at our request, any domain name (controlled or maintained by you), trademark applications or registrations, which touch on our brand names or brand names which are deceptively similar to our brand names. Furthermore, you agree not to question the legality of our ownership position and our claims regarding our brands in any way, nor otherwise to dispute them.
- 21.7. It is hereto understood that you are not allowed, under any circumstances, to interfere, manipulate, modify or amend any BDSwiss Intellectual Property and/or promotional/marketing material, or any other materials provided to you by BDSwiss howsoever, nor use it in any manner that is disparaging, misleading, obscene, or in any way detrimental to BDSwiss.
- 21.8. Any unauthorised use or amendment to BDSwiss Intellectual Property is a breach of contract, in which case, BDSwiss retains the right to immediately terminate this Agreement with you and may take legal action against you.
- 21.9. BDSwiss shall be entitled to revoke this license at any time and at its sole discretion.
- 21.10. BDSwiss may, upon reasonable prior notice, instruct the Affiliate to cease using or displaying creative, promotional/marketing material or any other BDSwiss Intellectual Property, at any time, for any reason.

21.11. In the event of termination of this Agreement for any reason, the Affiliate will promptly surrender, and deliver to BDSwiss any proprietary and/or promotional/marketing material.

21.12. The Affiliate agrees to indemnify the Company and keep it indemnified at all times against all or any costs, claims, damages or expenses incurred, or for which they may become liable, with respect to any proprietary materials and/or intellectual property infringement claim or other claim relating to the provision of services supplied by the Affiliate during the course of this Agreement.

## **22. Assignment**

The Affiliate shall not, under any circumstances, assign, transfer, sublicense or outsource any of his/her rights and/or obligations under this Agreement to another natural or legal person, in whole or in part, without having obtained the Company's explicit prior consent. Any fictitious assignment, transfer, sublicense or outsource in breach of this clause shall not transfer any rights to the alleged assignee and shall be void.

## **23. Governing Law and Jurisdiction**

23.1. The Affiliate accepts that this Agreement and all transactional relations between the Affiliate and the Company shall be deemed to have been concluded in Cyprus and is subject to the Laws of the Republic of Cyprus and must be interpreted in accordance therewith. You irrevocably agree that the competent courts for the settlement of any disputes which may arise from this Agreement between the parties shall be the district court(s) of the Republic of Cyprus. You hereby relinquish the right to object to the lack of territorial or subject-matter jurisdiction of a court.

23.2. This clause does not deprive us of the right to lodge a complaint against you in any other court of jurisdiction, nor does it deprive us of the option to lodge a complaint in other jurisdictions in the event of a complaint covered by one or more jurisdictions, regardless of whether this happens at the same time, as long as that jurisdiction's law permits it.

## 24. Severability

- 24.1. Each of the provisions of this Agreement is severable. Accordingly, if any provision(s) of this Agreement is or becomes, at any time, invalid, illegal, void or unenforceable in any respect under the law of any jurisdiction, that shall not affect or impair the legality, validity or enforceability of the remaining provisions of this Agreement, which shall remain in full force and effect.
- 24.2. The parties agree that any invalid, illegal or unenforceable provision shall be deemed to be automatically replaced by the valid, legal and enforceable provision satisfactory to any relevant competent authority that comes as close as possible to the commercial and legal effect sought by the replaced provision.

## 25. Entire Agreement

- 25.1. This Agreement constitutes the entire Agreement and the related consensus between the parties regarding the object of this Agreement and supersedes all previous or subsequent verbal or written agreements or understandings between or among the parties hereto with respect to the subject-matter of this Agreement, except for the modifications to the agreement offered by us under Section 5 – Amendments Therof.
- 25.2. Each of the parties acknowledges and agrees that the conclusion of this agreement does not imply any statement, declaration, guaranteed assurance, agreement, declaration of obligation, promise or assurance (whether issued intentionally or unintentionally) by any party (whether a party to this agreement or not) which is not explicitly stipulated in this agreement. Each of the parties irrevocably and unconditionally relinquishes all claims, rights and damages which, except for this clause, it could assert in connection with the aforementioned. Nothing in this section should limit or exclude a liability for fraud.
- 25.3. The heading and titles contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement or its interpretation.

BDSwiss Holding PLC

Last updated on **December 1, 2016**

## Appendix 1 \_ Payment Plan / Remuneration Scheme

## Appendix 2 \_ LIST OF ACCEPTABLE AND NON-ACCEPTABLE COUNTRIES

### (a) Acceptable Countries to target clients

<b>Cross Border Services to Member States</b>	Austria, Bulgaria, Croatia, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hungary, Iceland, Ireland, Italy, Latvia, Lichtenstein, Lithuania, Luxembourg, Malta, Norway, Poland, Portugal, Romania, Slovak Republic, Slovenia, Spain, Sweden, The Netherlands, United Kingdom
<b>Cross Border Services to Countries outside EU</b>	Albania, Andorra, Angola, Antigua and Barbuda, Argentina, Armenia, Australia, Azerbaijan, Bahamas, Bahrain, Bangladesh, Barbados, Belarus, Belize, Brazil, Brunei, Cameroon, Chile, China, Colombia, Costa Rica, Cote d’Azur, Dominican Republic, Egypt, FYROM (Macedonia), Georgia, Greenland (Danish Territory), Guatemala, Hong Kong, India, Israel, Jamaica, Jordan, Kazakhstan, Kenya, Korea, South, Kuwait, Kyrgyzstan, Lebanon, Malaysia, Maldives, Mexico, Moldova, Monaco, Mongolia, Montenegro, Morocco, Namibia, New Zealand, New Caledonia, Oman, Panama, Paraguay, Peru, Philippines, Qatar, Russia, Saint Vincent and the Grenadines, San Marino, Saudi Arabia, Serbia, Seychelles, Singapore, South Africa, Sri Lanka, Swaziland, Switzerland, Tanzania, Thailand, Tunisia, Turkey, United Arab Emirates, Uruguay, Venezuela, Viet Nam, Virgin Islands, Zimbabwe

### (b) Non-acceptable countries to refer clients from

- Afghanistan
- Algeria
- Bosnia and Herzegovina
- Belgium
- Canada
- Crimea
- Cote D’Ivoire
- Democratic People’s Republic of Korea (DPRK) – North Korea
- Guyana
- Iran
- Iraq
- Lao People’s Democratic Republic
- Myanmar
- Papua New Guinea
- Sudan
- Syria
- Uganda
- Ukraine
- United States
- Vanuatu
- Yemen