

Attachment to Statement on cooperation within “Direct Affiliate”

**AFFILIATE PROGRAMME RULES AND REGULATIONS FOR
ADVERTISERS**

The Operator runs an Affiliate Programme online, which aims to increase the sales of Products and services of Advertisers. As part of the Programme, Advertisers determine the settlements models and the rates that will be paid to Affiliates for specific Actions and provide promotional materials that can be used in the promotion of their Products and services. Affiliates advertise Advertisers’ Products generating Actions. Affiliates receive remuneration from Advertisers (through the Operator).

§1 Definitions

For the purpose of these Rules and Regulations for Advertisers, the following expressions shall have the following meaning:

1. **“Advertiser”** - a legal or natural person which is a customer of the Operator, for whom the Operator runs the Programme. The Advertiser orders Campaigns in the Panel, by indicating the Action and the remuneration. The Advertiser takes full responsibility for their Products and services.
2. **“Affiliate”** — means a legal or natural person registered in the Operator’s Panel, providing services online, who has unconditionally accepted the provisions of the Rules and Regulations and to whom the Operator has assigned the Affiliate status.
3. **“User”** — means any person who made Actions under the Programme, for which the Affiliate will be remunerated.
4. **“Action”** — any action performed by a User, for which the Affiliate is eligible for remuneration or running a Code (e.g. clicking on an ad, registration on a website or filling out a contact form, etc.). The Actions are indicated in the Panel.
5. **“Artificial Traffic”** — it is a collective term for inappropriate Actions, which can be caused (for example, but not only) by automatic loading of a website, the software updating indexes of Internet search engines, web crawlers, requests sent via e-mail or discussion websites like chatrooms, script generators, placing links on websites other than those reported by the Affiliate. Clicks that are not generated by web browsers. Clicks which are not preceded by an activation of a link by the User who wants to connect to a particular website.
6. **“Panel”** — special software used by the Operator having the functions needed to operate the Affiliate Programme.
7. **“Codes”** — mechanisms for registering an Action in the systems of an Operator.
8. **“Affiliate Programme”** or **“Programme”** - a programme that is run by the Operator to increase the sales of Products and services of Advertisers listed in the Panel, which an Affiliate can sign up to. The Affiliate Programme enables an Affiliate to obtain remuneration for Actions.

9. “**Sub-programme**” — an affiliate programme run by an Affiliate for Advertisers, after receiving approval from the Operator, on terms identical to those defined in the Affiliate Programme Rules and Regulations.
10. “**Campaign**” — an order made by Advertisers for Affiliates to acquire specific Actions at a specified cost, for a specific Pro-duct or service, in a particular market, using specific promotional materials, within a specified time period and possibly additional limiting parameters.
11. “**Report**” - the basis for determining and paying remuneration to an Affiliate for Affiliate’s Actions, available in the Panel.
12. “**Rules and Regulations**” - means these Rules and Regulations for Advertisers.
13. “**Advertising Materials**” — an advertisement, a banner or any other advertising, marketing or promotional material promoting the Products or services of an Advertiser, submitted by the Advertiser through the Panel, which can be used by an Affiliate during Campaigns.
14. “**Agreement**” — the Rules and Regulations after being accepted by the candidate for an Advertiser and after the candidate for an Advertiser is accepted by the Operator.
15. “**Product**” - a Product or service of an Advertiser advertised by an Affiliate when generating Actions.
16. “**Co-registration**” — obtaining by an Advertiser the Users’ consents for marketing purposes.

§2 Preliminary provisions

1. The Operator runs the Programme, which allows Advertisers to increase the sales of their Products and gives Affiliates a chance to obtain remuneration for Actions.
2. The condition of participation in the Affiliate Programme is the acceptance of the provisions of the Rules and Regulations for Advertisers by a candidate for an Advertiser and the acceptance of the candidate for an Advertiser by the Operator.
3. By clicking on the “Register” button in the Panel, the Advertiser unconditionally accepts all the provisions of the Rules and Regulations for Advertisers and makes the Operator an offer to conclude an agreement on the conditions specified in the Rules and Regulations for Advertisers. If you do not accept the provisions of these Rules and Regulations for Advertisers, you will not be able to use the Affiliate Programme and conclude an Agreement.
4. The Advertisers will be granted limited administrator rights solely for the purpose of uploading and editing their offers only, subject to approval by the Operator. A candidate for an Advertiser is bound by the offer for 21 days from the date when the candidate for an Advertiser clicked on the “Register” button in the Panel.
5. If the candidate for an Advertiser does not receive a notification in the Panel confirming that they have been granted the status of an Advertiser, within the period specified in paragraph 6, this means that the Operator has not accepted the offer of the candidate for an Advertiser, that the candidate has not received the Advertiser status, and that no agreement was made between them and the Operator. The

conclusion of the Agreement on the conditions specified in the Rules and Regulations for Advertisers occurs only after the approval of a candidate for an Advertiser by the Operator.

6. The Advertiser shall be notified by the Operator through the Panel about being awarded the status of an Advertiser and about the conclusion of an Agreement between the Operator and the Advertiser.
7. The Operator shall not be liable for any damages incurred by the candidate for an Advertiser in connection with the fact that they counted on concluding the Agreement with the Operator. Any costs incurred by the candidate for an Advertiser in connection with making the above offer and other activities aiming to conclude the Agreement as provided above, shall be borne only by the candidate for an Advertiser and the liability for them cannot be transferred to the Operator.
8. The Advertiser orders Campaigns in the Panel, by indicating the Products, the Action and remuneration. A model used for making settlements with Affiliates is also indicated by the Advertiser and - unless otherwise decided by the Advertiser - includes models provided in § 3 clause 5.
9. The Affiliate Programme may at any time be modified or terminated by the Operator. The Operator can make the assignment of all rights and obligations to another entity, which can run the Affiliate Programme after the assignment, replacing the Operator. After the assignment, the Programme can also be modified or terminated. Subsequent assignments can be made without restrictions.
10. This Agreement shall supersede and replace all other agreements, promises, and understandings, oral or written, between the Operator and the Advertiser regarding the subject matter covered hereof, and all such other negotiations, commitments, agreements and writings shall have no further force or effect, and the parties to any such other negotiation, commitment, agreement or writing shall have no further rights or obligations thereunder.

§3 Rights and obligations of the Operator

1. The Operator has the right to unilaterally decide to refuse or cease running the Programme with respect to specific Products or in specific markets/countries.
2. The Operator provides the Affiliates with all necessary information received from Advertisers about Products and their sales statistics through the Panel.
3. The Operator is responsible for publishing at least the following information in the Panel (provided by the Advertisers): Products of Advertisers, Advertising Materials, methods of settlement with Affiliates, methods and terms of payment of remuneration for Affiliates, specific conditions for Products.
4. The Operator provides the Affiliates in the Panel with Advertising Materials received from Advertisers. The Affiliates can use Advertising Materials to generate Actions. In addition, the Operator provides the Affiliates with links to websites containing, among other things, information, brochures, labels, packaging designs, safety certificates and any other content that can be useful to generate Actions. The Operator grants Affiliates a non-exclusive and non-transferable worldwide sub-licence, unlimited as to the time and languages, to use Advertising Materials submitted through the Panel (including the materials referred to in paragraph 4) to carry out the Actions.

5. The Operator is obliged to supervise the Actions carried out by Affiliates, in order to, among other things, determine the amount of remuneration of the Affiliates. The settlement models used for making settlements with Affiliates include: CPA — Cost per acquisition, CPC — Cost per click, CPS — Cost per scroll, CPO — Cost per order, CPM — Cost per thousand, FF — Flat fee, CPL-Cost per lead. Information on the settlement model is contained in the Panel.
6. The Operator provides all technical, administrative or IT support to the Advertisers in connection with the Affiliate Programme. Such support is provided at the request of the Advertiser reported to the Operator through the Panel. The Operator provides all technical, administrative or IT support including value-added technical services for the Advertiser like the creation of Landing/ Prelanding pages, creatives, trackers to the Advertisers in connection with the Affiliate Programme. Such support is provided at the request of the Advertiser reported to the Operator through the Panel.
7. The Operator is responsible for maintaining individual Advertiser accounts.
8. The Operator shall provide each individual Advertiser with the data needed to log in and use individual Advertiser account in the Panel (login and password) that the Advertiser is obliged to keep strictly confidential (an Advertiser must not disclose or distribute them in any way).
9. The Operator reserves the right to develop the Panel and introduce changes or other modifications to the Panel. In connection with this right, the Advertiser acknowledges that the individual Advertiser account and the Affiliate Programme may be changed, provided that this does not affect the Rules and Regulations for Advertisers.

§4 Rights and obligations of the Advertiser

1. The Advertiser provides the Operator in the Panel with all necessary information about Products, their sales statistics and specific conditions, countries/markets where are to be sold, links to websites containing, among others, information, brochures, labels, packaging designs, safety certificates and links and with all links together with URL necessary for participation in the Affiliate Program and any other content that can be useful to generate Actions. The Advertiser provides the Operator in the Panel with Advertising Materials.
2. The Advertiser guarantee that the Advertising Materials and other information provided in accordance with clause 1 are not in violation of any legal requirements, including:
 - a. provisions of law, especially copyrights, trademark rights, personal rights, completion laws or other rights,
 - b. the rights of third parties,
 - c. applicable requirements of the industry's self — regulation measurements.
3. In terms of the Agreement the Advertiser agrees and gives the consent for using its branding, including logos, trademarks and anything related for the purpose of marketing the Product.
4. The Operator reserves the right (but is not obligated) to investigate and take appropriate legal action against anyone who, in its sole discretion, violates this provision, by submitting or posting Advertising Materials or other information containing any of the following:

- a. material that is offensive and/or promotes racism, bigotry, hatred or physical harm of any kind against any group or individual;
 - b. material that threatens, harasses or advocates harassment of another person;
 - c. material that exploits people in a sexual or violent manner; illegal child sexual materials;
 - d. material that contains nudity, violence, or offensive subject matter or contains a link to an adult Website;
 - e. material that solicits personal information from anyone under the age of 18;
 - f. material that provides any personal data;
 - g. material that contains information that you know is false or misleading or material that promotes illegal activities or conduct that is abusive, threatening, obscene, defamatory or libelous;
 - h. material that promotes an illegal or unauthorized copy of another person's copyrighted work, such as providing pirated music, movies or computer programs or links to them, or providing information to circumvent manufacture- -installed copy-protect devices;
 - i. material that involves the transmission of "junk mail," "chain letters," or unsolicited mass mailing, instant messaging, "spimming," or "spamming";
 - j. material that furthers or promotes any criminal activity or enterprise or provides instructional information about illegal activities including, but not limited to making or buying illegal weapons, violating someone's privacy, or providing or creating computer viruses.
5. Representations and warranties given by the Advertiser according to clause 2 and 3 above must be correct, up-to-date, complete and accurate. The Advertiser takes full legal responsibility for the representations and warranties given according to clause 2 and 3 above.
6. The Advertiser takes full legal responsibility for the Product, i.e. for lawful Product qualification, certification, label and launch on the market. The Advertiser agrees to comply with all relevant provisions of national, local and international law. Advertiser represents and warrants that all the Advertising Materials will be in compliance with all applicable laws and regulations related to the Products. Upon request the Advertiser is obliged to provide the Operator with the Product documentation such as for example certificates, confirmation of registration etc.
7. The Advertiser shall comply with the requirements of the Affiliate Program indicated in the Panel.
8. The Advertiser has the right to refuse the acceptance of a candidate for the Affiliate for his Products.
9. If the Affiliate decides to become the operator of his or her own affiliate programme, the Advertiser has the right to refuse of being the advertiser in this affiliate programme.
10. The Advertiser grants the Operator a non-exclusive, non-transferable, worldwide license, unlimited as to the time and language, to use Advertising Materials and other information indicated in clause 1 as well as trademarks, logos and any other industrial/intellectual property rights of the Advertiser to carry- out the Actions by the Affiliate (the Operator is also allowed to grant a sublicense to the Affiliate in this regard).
11. The Advertiser declares that the information provided to the Operator and concerning their personal data and their website (if any) is correct, complete and has been submitted in accordance with the laws applicable to the Advertiser. The Advertiser shall immediately notify the Operator of any changes, by updating this information via the Panel.

12. The Advertiser gives the Operator full name of their company, address of the seat and any other information required by relevant authorities or under applicable law to make and execute the Agreement, and The Advertiser also provides correct, complete and current information concerning their personal data and websites, if applicable. The Advertiser is obliged to inform the Operator of any changes in the data referred to in the preceding sentence, via the Panel.
13. The Advertiser must not in any way generate or contribute to generating Artificial Traffic.
14. The Advertiser must not in any way interfere, circumvent, disturb or replace the security mechanisms of programmes, applications, processes and data, with the use of technical measures or IT technologies or in any other way.
15. The Advertiser shall immediately notify the Operator of any cases of improper or unlawful use of Codes which are known to them or raise their doubts.
16. The Advertiser is obliged to co-register the Operator. The Operator is allowed to use the Advertiser's Users personal data only for marketing purposes and only after the 14 days exclusivity period counting from the day when the Action was performed by the User. During the 14 days exclusivity period, only the Advertiser may use the personal data of his Users. The Advertiser shall obtain from his Users all the relevant consents for revealing to the Operator the Users personal data only for marketing purposes.
17. The Advertiser agrees to maintain adequate books and records relating to its compliance with the terms of this Agreement during the term of this Agreement and for a period of one (1) year thereafter. Copies of such records shall be made available to the Operator upon reasonable written request, no more than once every twelve (12) months.

§5 Remuneration

1. Unless otherwise decided by an Advertiser and an Operator, the Advertiser is obliged to pay the remuneration for the Actions as indicated in the Panel. The remuneration covers both the remuneration of the Operator and of the Affiliate for the Actions.
2. Unless otherwise decided by an Advertiser and an Operator, the terms and conditions of remunerating the Operator by an Advertiser is determined unilaterally by the Operator.
3. In case of changes in valuation of Actions by Advertisers, the Operator may unilaterally impose on the Advertiser a grace period, not longer than 48 hours, for entering into force the Advertiser's decisions.
4. The Parties agree that the services of the Operator consisting in conducting Campaigns and generating Actions through Affiliates are rendered based on settlement periods the end of which shall be the day of accepting Report by the Operator (however, at least once every 1 year)
5. The basis for determining the amount of the Affiliate's remuneration paid by the Advertiser is a Report covering the Actions generated for Advertiser. The Report is the result of the Operator's supervision over the Actions of the Affiliate and is the basis for determining the remuneration of the Affiliate in the model indicated in the Panel.
6. The Advertiser agrees that the only basis for settlements will be the data obtained by the Operator.

7. The Report will be available to the Advertiser as well as for the Affiliate after logging into the Panel.
8. The remuneration of the Affiliate in the amount resulting from the Report will be paid in the manner indicated in the Panel. The Operator and the Affiliate can decide on a different form of payment of Affiliate's remuneration.
9. The Affiliate's remuneration for the Actions will be paid monthly or based on other payment periods specified in the Panel in accordance with the Valuation of the Actions published in the Panel (all payment's details, such as currency, will be provided in the Panel).
10. The Advertiser is responsible for fulfilling all obligations which it is required to fulfill under generally applicable laws.
11. In case the Advertiser and the Operator agree on further services that exceeds the scope of these Rules and Regulations for Advertisers, such services shall be subject to further remuneration which is agreed separately by the Parties.

§6 Exclusion of liability

1. The Operator is only providing marketing services for Advertiser and is not responsible for obtaining any certification, registration, proof of placing into the market which may be required by certain countries jurisdictions. The Operator is not liable for any possible costs or damage incurred by the Advertiser in connection with the performance of their obligations under the Agreement, with the exception of damages caused to the Advertiser due to the exclusive fault of the Operator. The Operator shall in no event be liable for lost profits and damage caused unintentionally to the Advertiser.
2. The Operator is not liable for any defects in the operation of the Panel or the website of the Operator, interruption of access to the Panel, breach or loss of data, flaws in the security system, viruses or other harmful software components, or for any damage in the Service, Advertiser's Software and/or on Advertiser's website caused by viruses or software components. The Operator is not liable for any errors in the use of the Codes on the Advertiser's website.
3. The Operator is not liable for the compliance of the Affiliate Programme with the law in countries other than the country of registration of the Operator. The Advertiser is solely responsible for the compliance of use of the Affiliate Programme in accordance with the law if the Advertiser registers in the Panel from the country other than the country of registration of the Operator. In Particular, the Advertiser is solely responsible for qualification, label and launch of the Product in particular countries/market (the Product must be legal to be sold) and for the Advertising Materials.
4. To the maximum extent permitted by law, neither party shall be liable for consequential, incidental, indirect, special, punitive or other damages, or for lost profits, business interruption, loss of business or information, or costs of procuring substitute goods or services, arising in connection with this Agreement, even if advised of the possibility of such damages.

§7 Indemnification against claims

1. The Advertiser agrees to indemnify the Operator and the Affiliate against any claims for damages or other demands made against the Operator or the Affiliate (hereinafter: "Claims" or "Demands") resulting from

the responsibility of the Advertiser for the Product, i.e. for instance for lawful Product launch and for Advertising Materials made available in the Panel or other-wise provided to the Affiliate, subject to § 2.

2.If Claims are made against the Operator or the Affiliate, the Advertiser undertakes to cover the full amount of any damages and costs incurred by the Operator or the Affiliate.

§8 Term of the Agreement

1.The Agreement shall enter into force after the approval of a candidate for an Advertiser as an Advertiser by the Operator and is valid for 12 months with the possibility of extension for further periods.

2.The Advertiser has a right to terminate the Agreement with a two-month notice, effective at the end of the calendar month. The Advertiser is obligated to stop using the Affiliate Programme immediately upon Agreement termination.

3.The Operator, at its sole discretion, may terminate this Agreement immediately, without notice, at any time. In particular, the Operator has the right to terminate the Agreement, in the event that:

- a. The Advertiser does not comply with generally applicable law or in any way violates any provision of the Agreement;
- b. The Advertiser acts dishonestly or unlawfully in any way.

4.The Operator shall immediately notify the Advertiser of the termination of the Agreement. The Agreement shall expire immediately after termination.

5.Upon the termination of the Agreement, the Advertiser Account is suspended.

§9 Data processing

1. The Advertiser consents to the processing by the Operator of the information provided to the Operator by the Advertiser for execution of the Rules and Regulation for Advertisers and for marketing purposes.

2. The Advertiser consents to Advertising Materials and information about the Programme being provided by the Operator to the Affiliate in the Panel as well as to the processing by the Operator of any other information provided by the Advertiser in order to implement the Affiliate Programme.

§10 Intellectual property rights

1. The Operator is the owner of the names, logos and other marketing signs, including trademarks, used to refer to the Panel and the Affiliate Programme.

2. Under the Agreement, the Advertiser shall not acquire any rights referred to in paragraph 1 or licenses to these rights.

§11 Assignment of rights under the Agreement

1. The Advertiser must not assign their rights or obligations under the Agreement in whole or in part to a third party without the prior consent of the Operator expressed in writing.
2. The Advertiser agrees that the Operator may transfer its rights and obligations under the Agreement to any third party (natural or legal person) and disclose and provide information about the Advertiser's website, e-mail address, etc. to any third party in connection with the transfer of rights and obligations under the Agreement.

§12 Final Provisions

1. The Parties agree that if it is found that any of the provisions of the Agreement is ineffective under the law, it shall not affect the validity of the remaining provisions thereof, unless on the basis of the given circumstances it is evident that without the provisions which were deemed ineffective, the Agreement would not have been concluded.
2. In the event that any provision of the Agreement is ineffective under the law, the Parties undertake to immediately amend the Agreement, by introducing substitute provisions whose objective is equivalent or as close as possible to the objective of the provisions which were deemed ineffective.
3. If it is found that any of the provisions of the Agreement is ineffective under the law and the circumstances clearly indicate that without the provisions that have been deemed ineffective the Agreement would not have been concluded, the Parties undertake to immediately enter into negotiations aimed at concluding a new agreement, whose objective will be equivalent to or as close as possible to the purpose of the Agreement. In order to start the negotiations, one of the Parties must send a written notice to the other Party (ADR notice) with a request to start negotiations no later than within 14 days of receiving the ADR notice (ADR sent in the form of an e-mail or downloaded in the Panel is sufficient). At the request of one of the Parties, the Parties may conduct negotiations with the use of means of distance communication, without the simultaneous physical presence of the Parties (e.g. in the form of a teleconference). Until the negotiations referred to in the preceding sentence are concluded and an agreement is reached, the Parties undertake to fulfil the obligations specified in the Agreement to the extent to which this is not contrary to the mandatory provisions of the law and the legitimate interests of the Parties. In the event of a dispute as to which are unable to reach an agreement within 90 days of its beginning (i.e. of sending ADR notice in the form of an e-mail or downloaded in the Panel to the other Party), each Party shall have the right to refer the issue to a common court in Bern, Switzerland, demanding recognition of a dispute.
4. Any amendments to this Agreement as a result of the circumstances referred to in paragraphs 2 and 3 above shall be made in the same form as the conclusion of the Agreement.
5. Apart from a possibility of making amendments to the Agreement, the Operator reserves the right to modify, improve, amend or terminate the Agreement in all circumstances. The Advertiser shall be informed of any changes of this kind via e-mail or in the Panel.
6. If the Advertiser does not accept the amendments to the Agreement made by the Operator in accordance with paragraph 5 above, the Advertiser is obliged to inform the Operator of this fact not later than within 7 days of receiving a notification of the changes. In this case the Agreement is terminated and the Advertiser is obliged to immediately stop using the Affiliate Programme.

7. The provisions of the Rules and Regulations for the Advertisers do not constitute and shall not be treated as provisions establishing a company or a legal employment relationship between the Operator and the Advertiser.
8. The Agreement shall be governed by the laws of Bern, Switzerland. Any dispute arising out of the Agreement shall be considered by a court of law competent for entities based in Bern, Switzerland.
9. Appendix 1 to the Rules and Regulations, entitled Non-Disclosure Agreement, is an integral part of the Agreement.
10. The Rules and Regulations for the Advertisers, which become an Agreement between the Operator and the Advertiser after being approved by the Advertiser and after the Advertiser is approved by the Operator, are published on the website of the Operator.