



TERMS AND CONDITIONS AFFILIATES

The present **Affiliation Terms and Conditions** (hereinafter referred to as the “**T&Cs**”) is offered by **NAGA PAY GMBH**, a company incorporated in Germany with registration number HRB 162653, having its registered office Hohe Bleichen 12, 20354, Hamburg, Germany and is an Electronic Money Distributor on behalf of UAB “Finansinės paslaugos „Contis “, with company code 304406236, registered in the Republic of Lithuania, having a head office at Mėnulių g. 11-101, Vilnius, Lithuania and holding the electronic money institution license No. 53, dated 23-07-2019, issued by the Bank of Lithuania, who is the supervisory authority located at Gedimino pr. 6, LT-01103, Vilnius, Lithuania (hereinafter referred to as “**NAGA PAY**” and/or “**Company**” and/or “**Us**” and/or “**We**” and/or “**NAGA**”).

These T&Cs set forth the conditions that govern the relationship between the Affiliate and the Company regarding the provision of services.

By accepting this T&Cs, the Affiliate acknowledged, confirms, declares and agrees with all and each one the provisions included in these T&Cs, which will govern the relationship between the Company and the Affiliate.

1. The Services

1.1. Services. The Affiliate will be appointed on a non-exclusive basis during the Term specified herein below to provide the services following services:

- 1.1.1.** Identify potential clients of the Company through various legal approaches, including social networks, and marketplace sites to further the marketing efforts and expand the customer base of the Company;
- 1.1.2.** Promote the Company’s services and/or introduce potential new clients to the Company.

1.2. Standard of Work. The Affiliate agrees to conform to high professional standards of work and business ethics while providing the Services. The Affiliate shall not use the time or materials of the Company without its prior written consent.

2. Relationship of the Parties

Independence. The Affiliate performs under these T&Cs as independent contractor. These T&Cs do not create a partnership, joint venture, or principal-agent relationship between the Affiliate and the Company or their affiliates or subsidiaries.

3. Marketing Materials

3.1. Marketing Materials. The Affiliate hereby undertakes that all promotional and marketing material pertaining to the workings will not cause any harm to the Company and comply with all applicable laws and regulations, including anti-spam laws. The Affiliate agrees to immediately cease using any materials that do not comply with these standards upon written notice from the Company.

3.2. Company’s Policies and Guidelines. The Affiliate shall ensure that all promotional and marketing material comply with the Company’s Policies and Guidelines as set out in **Schedule A**.

3.3 Company Approval. The Affiliate agrees to submit all elements of any materials to be produced or placed under these T&Cs for the Company's approval.

4. Fees

4.1. Fees. The Company shall pay the Affiliate as per the Table below:

ACQUISITIONS	PAYOUT
For acquiring 0-50 people	the payout will be 25 euros per acquisition (CPA)
For acquiring 51-100 people	the payout will be 40 euros per acquisition (CPA).
For acquiring 101 or more people	the payout will be 50 euros per acquisition (CPA).

* The Company reserves the right to amend its Fees, at its sole discretion and with a prior notice of five (5) days.

4.2. Payment. The Company shall settle the payment of Fees within five (5) business days of receiving a written notice from the Affiliate and provided that this is not disputed by the Company.

5. Representations and Warranties

5.1. Affiliate Representations. By accepting these T&Cs, the Affiliate warrants that it has the capacity and authority to perform its obligations under these T&Cs, complies with instructions provided by the Company, and specifically, the Affiliate represents to the Company that:

- i. it has the full capacity and authority to enter into and perform its obligations under these T&Cs;
- ii. it is not subject to any contractual obligation, compliance with which is likely to have an adverse effect on its ability to perform its obligations under these T&Cs;
- iii. it shall comply with all reasonable instructions provided by the Company from time to time in relation to the works;
- vii. in the course of its provision of the works, it shall not engage in any conduct which is prejudicial to the Company;
- viii. shall ensure that any materials produced hereunder, or any activities conducted in connection with the works hereunder, shall be in compliance with all applicable laws and regulations, including those relating to anti-spam laws;
- x. with the exception of any material furnished to it by the Company, it will be the sole author of the works provided to the Company.
- xi. all the Legal Documents of the Company as publicly available in the Company's Website have been read, acknowledged, accepted and agreed with by the Affiliate and shall be considered as part of these T&Cs.

5.2. The Company represents to the Affiliate that:

- i. it possesses the full legal authority to enter into these T&Cs, and that the execution, delivery and performance of these T&Cs, in the time and manner herein specified, will not conflict with, result in a breach of, or constitute a default under any existing

agreement, indenture, or other instrument to which the Company is a party or by which it may be bound or affected;

- ii. it shall cooperate with the Affiliate in all matters relating to the works hereunder, and to the extent that is necessary and reasonable, promptly providing all pertinent materials and requested information in order for the performance of the works pursuant to these T&Cs;

6. Indemnification; Limitation of Liability

Company Indemnification. The Affiliate acknowledged and agrees to indemnify, hold harmless and defend the Company and its officers, directors, employees and agents from any loss, damage, liability, judgment, cost or expense, including counsel fees, incurred as a result of or in connection with the Affiliate's provision of works, except for any loss, damage, liability, judgment, cost or expense resulting from the willful misconduct, bad faith or gross negligence of the Company.

7. Confidentiality

7.1. Confidential Information. The Affiliate herewith acknowledges and agrees that all information provided pursuant to these T&Cs by the Company to the Affiliate, and vice versa, is confidential and proprietary to the Company and neither the Affiliate, nor the Company shall use or permit the use of any Confidential Information for any purpose other than as permitted or required for the performance under these T&Cs.

7.2. Disclosure. The Affiliate and the Company acknowledge and agree not to disclose or provide any Confidential Information to any third party without the express written authorization of the other Party, with the exception of:

- i. its employees who have a need to know in order to perform any of the works pursuant to these T&Cs, provided that such employees are bound to retain the confidentiality of the information;
- ii. any affiliate or subsidiary to which such disclosure is necessary in connection with workings provided pursuant to these T&Cs, provided that such affiliate or subsidiary and its employees are bound to retain the confidentiality of the information;
- iii. third party vendors to which such disclosure is necessary for in connection with these T&Cs, provided that such vendors and their employees are bound to retain the confidentiality of the information; and
- iv. the Affiliate's or the Company's auditors, regulators and other similar required entities.

7.3. Safeguarding. Both the Company and the Affiliate agree to take all reasonable measures to safeguard Confidential Information belonging to the other party, and to prevent any disclosure of the same. Nothing provided herein shall prevent the Company or the Affiliate from disclosing information to the extent the information:

- i. is or hereafter becomes part of the public domain through no fault of that either of the parties;
- iii. is disclosed pursuant to requirements of law; or
- iv. is already known to it without restriction.

7.5. Any Confidential Information, data or other materials, including copies thereof, furnished to or obtained by the receiving party pursuant to these T&Cs shall be promptly returned to the disclosing party or destroyed upon prior written request. Both the Company and the Affiliate

shall permit representatives of the other party, upon prior written notice and at reasonable times, to examine and verify compliance with respect to its information.

- 7.6. Survival.** The Company and the Affiliate hereby agree that, notwithstanding the termination of these T&Cs for any reason whatsoever, the provisions in relation to Confidential Information shall survive these T&Cs and shall be continuing obligations for as long as such Information retains the characteristics of Confidential Information.

8. Intellectual Property

- 8.1.** All intellectual property rights, including but not limited to drawings, models, designs, creative design, formulas, methods, and documents created or submitted by the Affiliate in connection with the workings provided under these T&Cs shall belong exclusively to the Company. These items, referred to as "Deliverable Items," are considered works made for hire. In the event that any of the Deliverable Items may not be classified as works made for hire by law, the Affiliate hereby assigns ownership of the copyright or mask work in the Deliverable Items to the Company. The Company shall have the right to obtain and hold any necessary registrations and protections for the Deliverable Items, including but not limited to trademarks, copyrights, and mask work registrations. The Affiliate agrees to provide the Company or its designees with any reasonable assistance required to perfect these rights.
- 8.2.** Both the Company and the Affiliate are responsible to notify the other as soon as practicably possible of any infringement, suspected infringement or alleged infringement of the Intellectual Property Rights referred to in this Clause. Upon such notification, the Parties shall take immediate steps to defend any third-party claim, demand, suit or action and fully indemnify each other from and against any and all costs, damages and liabilities suffered by or awarded as a result of any infringement, suspected infringement or alleged infringement of Intellectual Property Rights of any third party in connection with the Services provided hereunder.
- 8.3. Survival.** The Company and the Affiliate hereby agree that, notwithstanding the termination of these T&Cs for any reason whatsoever, the provisions in relation to the Intellectual Property shall survive these T&Cs and shall be continuing obligations for as long as such information retains the characteristics of Intellectual Property.

9. Data Protection

9.1. Definitions.

"Breach Incident" means a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, Personal Data (as defined below).

"Data Protection Legislation" means all data protection and privacy laws applicable to the processing of data under these T&Cs.

"Personal Data" means any data which is collected, processed or used on behalf of the Company on the basis of these T&Cs and is related to an individual or legal entity, or identifies an individual or legal entity, or may with reasonable effort identify an individual or legal entity.

"Technical and Organizational Security Measures" means measures aimed at protecting Personal Data against accidental, unauthorized or unlawful destruction or accidental loss, alteration,

unauthorized disclosure or access and against all other unlawful forms of processing and those measures are appropriate to protect Personal Data.

9.2. Obligation of Data Protection. In the event that the Affiliate is required to process Personal Data in the performance of its obligations hereunder, the Affiliate agrees that:

- i. it will process Personal Data in accordance with the applicable Data Protection Legislation and shall ensure that it has a legally approved mechanism under Data Protection Legislation in place to allow for an international data transfer (if applicable as part of the Services);
- ii. it will process the Personal Data solely in connection with these T&Cs and shall not process and use the Personal Data for purposes other than those set forth in these T&Cs;
- iii. it shall provide reasonable cooperation and assistance to the Company in relation to the Affiliate's processing of Personal Data in order to allow the Company to comply with its obligations under applicable Data Protection Legislations;
- iv. it will, upon becoming aware of a Breach Incident, notify the Company without undue delay (and within 24 hours of becoming aware of the Breach Incident) and provide information relating to the Breach Incident as reasonably requested by the Company;
- v. it has implemented appropriate Technical and Organizational Security Measures to protect the Personal Data and that it has taken reasonable steps to ensure the reliability of any of its staff who have access to Personal Data processed in connection with these T&Cs;
- vi. it will properly deal with reasonable inquiries and instructions from the Company relating to the Affiliate's processing of the Personal Data;
- vii. it will maintain accurate written records of any and all of the processing activities of any Personal Data carried out under these T&Cs;
- viii. it will cooperate with the Company with respect to any action taken pursuant to any order, demand or request from authorities, including ensuring that confidential treatment will be accorded to such disclosed Personal Data;
- ix. it will promptly notify the Company about: (i) any legally binding request for disclosure of Personal Data by a law enforcement authority unless otherwise prohibited; and (ii) any request received directly from the Company's clients with regard to their Personal Data, without responding to that request, unless it has been otherwise authorized in writing to do so; and
- x. it shall, upon reasonable and written notice, allow its data processing procedures and documentation to be inspected by the Company (or its designee) in order to ascertain compliance with this Section. The Affiliate shall cooperate in good faith with audit requests by providing access to relevant knowledgeable personnel and documentation.

10. Conflict of Interest; Non-Solicitation

10.1. Conflict of Interest. During the Term of these T&Cs, the Affiliate has the right to provide consulting services or engage in any capacity to a direct or indirect competitor of the Company. However, the Affiliate agrees to make reasonable efforts to avoid conflicts of interest and shall promptly notify the Company in writing if a conflict of interest arises.

10.2. Non-Solicitation. The Affiliate agrees that for the duration of these T&Cs, it will not directly or indirectly hire employ, or engage any individual (employee or independent contractor) who was introduced to the Affiliate by the Company along with relevant contact details while performing the works under these T&Cs, unless the Affiliate obtains the express written approval of the Company.

11. Duration and Termination

11.1. Term. These T&Cs shall continue in full force for a period of one (1) year from the date that the Affiliate acknowledged, confirms, and agrees with these T&Cs. Thereafter, these T&Cs shall automatically remain in full force and effect for successive annual periods (the “Term”), unless earlier terminated pursuant to these T&Cs.

11.2. Termination by Notice. Both the Company and the Affiliate party have the right to terminate these T&Cs at any time, for any reason, and at any time by providing five (5) calendar days’ written notice to the other party.

11.3. The Company has the right to terminate these T&Cs with immediate effect by written notice in the event that:

- i. the Affiliate is in breach with the general Terms and Conditions of the Company;
- ii. the Affiliate is in breach with any of the Legal Documents of the Company, as publicly available in the Company’s website;
- iii. the Affiliate is in breach with these T&Cs;
- iv. the Affiliate has become insolvent or has been placed into liquidation or receivership (whether voluntary or involuntary);
- v. the Affiliate, in the reasonable opinion of the Company, committed acts of fraud, misappropriation, negligence or embezzlement;
- vi. the continuation of these T&Cs constitutes a risk of being in violation of the applicable regulations and guidelines of relevant regulatory authorities to which the Company is subject.

11.4. Termination by the Company. If the Company terminates these T&Cs for any reason the termination is subject to the prior settlement of all outstanding payment and amounts owed to the Affiliate for the workings rendered under these T&Cs; provided that the Company does not dispute the same.

11.5. Obligations upon Termination. Upon termination of these T&Cs for any reason, within a period of five (5) business days from the receipt of a written request from the Company to do so, and following the settlement of any outstanding amounts owed to the Affiliate, the Affiliate undertakes that it shall deliver to the Company all of the Company’s materials, Intellectual Property documents, information, equipment and other material that is the rightful property of the Company under these T&Cs.

11.6. Survival. Any section of these T&Cs that, by its nature, language or context is implied or intended to survive, shall survive any termination or expiration of these T&Cs.

12. Force Majeure

12.1. Both the Affiliate and the Company may be excused from the performance or timely performance of their obligations under these T&Cs if the the performance is prevented, hindered, or delayed by any cause beyond the affected Party's reasonable control. Such causes include, but are not be limited to:

- i. acts of God, natural disasters, pandemics, earthquakes, fire, explosions, floods, hurricanes, extreme weather;

- ii. riots, wars (whether declared or not), hostilities, revolutions, civil disturbance or usurped authority, accidents, terrorist acts, sabotage, nuclear incidents, epidemics (whether declared or not), strikes.

12.2. If a Force Majeure event occurs, neither Party shall be responsible for any damages, increased costs, or losses incurred by the other Party as a result of the failure or delay in performance. The Party experiencing the Force Majeure event shall take appropriate measures to minimize or eliminate the effect of the event and shall attempt to resume the performance of the affected obligations as soon as reasonably possible.

13. Right to Injunctive Relief.

The Affiliate acknowledges and agrees that, in the event of a breach of its obligations under these T&Cs related to Confidential Information, Intellectual Property or the protection of Personal Data, the Company or its clients, may not have an adequate remedy in damages. Therefore, the Company is entitled to seek equitable relief, including injunctive relief, and any other remedy available under these T&Cs. The Affiliate acknowledges that the Company may pursue both damages and injunctive relief, as they are not considered alternative remedies.

14. Governing Law and Jurisdiction

These T&Cs shall be governed by and construed solely in accordance with the Laws of Germany. The parties will attempt in good faith to negotiate a settlement to any claim or dispute between them arising out of or in connection with these T&Cs. If the parties fail to agree on the terms of settlement, the sole and absolute jurisdiction of these T&Cs will be the Courts of Germany. The Parties waive any jurisdictions other as stated above.

15. Notices

All notices required or permitted under these T&Cs must be in writing and may be delivered by any method that provides evidence or confirmation of receipt, including email, personal delivery, express courier, or prepaid certified or registered mail with return receipt requested. Notices shall be given and/or addressed to the respective parties at the addresses specified in these T&Cs, or as otherwise agreed upon in writing between the Parties.

16. No Waiver

The failure of any party to exercise any right, power or remedy provided under these T&Cs or to insist on compliance by any other party with its obligations shall not constitute a waiver of such right, power or remedy or compliance. The parties' actions, customs, or practices at variance with the terms of these T&Cs shall not be considered as a waiver of their rights or obligations under these T&Cs.

17. Assignment

The Affiliate cannot assign its rights or delegate its duties under these T&Cs either in whole or in part without the prior written consent of the Company.

18. Legal Documents of the Company

All and each one of the Legal Documents of the Company, as publicly available in the Company's website constitutes an integral part of these T&Cs and any breach of any Legal Documents aforementioned shall be considered as a breach of these T&Cs and the Company will have the right to terminate these T&Cs with immediate effect and/or proceed with any legal steps that may be deemed necessary.

19. Paragraph and Section Headings

The headings of the paragraphs and sections in these T&Cs are for convenience only and do not limit or amplify the terms and conditions of these T&Cs.

20. Severability

If any provision of these T&Cs is found to be invalid, illegal or unenforceable in any jurisdiction, it shall be deemed amended to conform to the applicable laws so as to be valid and enforceable, or, if that is not possible without materially altering the intention of the Parties, it shall be removed, and the remaining provisions of these T&Cs shall remain in full force and effect.

21. Amendments

The Company reserves the right to amend these T&Cs, at its sole discretion and in the event of doing so, the Company shall upload the updated version of these T&Cs into its official website and/or provide to the Affiliate a notice. The Affiliate should check the Company website regularly for such notices and changes.