

AFFILIATE AGREEMENT

1. Interpretation

1. In this Agreement references to clauses are unless otherwise stated to clauses of this Agreement.
2. References in this Agreement to statutory provisions shall be construed as references to those provisions as respectively replaced or amended or reenacted from time to time.
3. Words importing the singular include the plural and vice versa, words importing a gender include every gender and references to persons include bodies corporate or unincorporate.
4. The headings to the clauses do not affect their interpretation.

2. Grant of Affiliation

1. The Company grants the Affiliate and Affiliate accepts the non-exclusive right and obligation to promote the Company and its services within the Affiliate's network.
2. The Company reserves all rights with respect to model and methodologies which shall be applied by the Affiliate in promoting the Company and its services within the Affiliate's network.
3. The Affiliate acknowledges and accepts to be bound by the Company's written instructions which may be amended from time to time as the Company deems fit.

1. Affiliate obligations

1. The Affiliate shall at all times make any and all reasonable endeavors to promote the Company's project, website and its educational content in line with the principles set out below.
2. The Affiliate shall refrain from any vociferous, untrue, deceiving, unreasonable and/or misleading slogans, advertisement, marketing, promises, representations and warranties of any kind. In particular, the Affiliate shall not market or advertise the Company's educational and related services as an investment vehicle, wealth management, financial services and/or investment consultant company. Furthermore, the Affiliate shall not create an impression with the potential subscriber of the latter being able to realize a financial gain or profit by subscribing to the Company's educational and related services.
3. The Company explicitly reserves the right to review the Affiliates activities and marketing practices and the Affiliate covenants to be bound by the Company's instructions and guidelines, the breach of which shall trigger the Company's right to immediate termination of the present Agreement.

2. Commission

1. In consideration for the services provided by the Affiliate, the Company agrees to pay to the Affiliate, or to such person the Affiliate may indicate to the Company, a one-time commission of **20 EUR** resulting from each sale respectively subscription generated directly by the Affiliate to the Company's educational services and content via the Affiliate's promotional code.
2. The Affiliate can request Commission payment when his total unpaid Commission exceeds **60 EUR** which is the minimum amount.
3. The Commission shall be payable within seven (7) days after the request was initiated.
4. The Company will determine whether Commission payments and potential other pay-outs are permissible in the Company's sole discretion and reserves the right to reject clicks, referrals and/or sales that do not comply with the terms of this Agreement or the Company's guidelines and policies.

3. Age restriction

1. All Affiliates must be at least eighteen (18) years of age. By executing the present Agreement, the Affiliate confirms to be over eighteen (18) years old.
2. The Affiliate undertakes to communicate to potential subscribers that the Company's services are for persons over eighteen (18) years of age only. It is the Affiliates sole responsibility to make sure that subscribers are over eighteen (18) years old.

4. Exclusivity, Non-Circumvention and Confidentiality

1. This Agreement creates an exclusive relationship between Company and Affiliate and imposes restrictions with respect to other contractual relationships. The arrangements contemplated by this Agreement do not create a partnership, franchise, joint venture, employment, fiduciary, or similar relationship for any purpose. Neither Company nor Affiliate has the power or authority to bind or obligate the other to a third party or commitment in any manner. Any use of the term "partner," "affiliate," or comparable term in any communication is solely for convenience.
2. For a period of three (3) years after the end of the term of this Agreement, the Affiliate will not attempt to do business with, or otherwise solicit any business contacts found or otherwise referred by Company to Affiliate for the purpose of circumventing, the result of which shall be to prevent the Company from realizing or recognizing a profit, fees, or otherwise, without the specific written approval of the Company. If such circumvention shall occur the Company shall be entitled to any commissions due pursuant to this Agreement or relating to such transaction.
3. For clarity, nothing in this Agreement will be construed to create any obligation on the part of Company to supervise any of the activities of the Affiliate, notwithstanding any rights Company may have to obtain information from or to terminate Affiliate under this Agreement.
4. Company and Affiliate may share non-public information ("**Confidential Information**") with one another, including, without limitation, participant data and information about financial, funding, personnel, and other matters. Company and Affiliate will each use the other party's Confidential Information only in connection with activities under this Agreement and will keep this information confidential. Confidential Information does not include information that is subject to customary exceptions under a non-disclosure agreement, such as information generally available to the public, information already known by the receiving party before entering into this agreement, or information independently developed. All Confidential Information furnished under this Agreement is and will remain the property of the furnishing party.

5. Indemnification

1. Affiliate will indemnify, defend, and hold Company and its directors, officers, employees, agents, and assigns (collectively, "**Company Indemnified Parties**") harmless against all claims, liabilities, losses, damages, and expenses, including reasonable attorneys' fees and expenses, resulting from: (a) Affiliate's performance of activities under or breach of this Agreement; or (b) any claims by Program participants, landlords, funders, government agencies, employees, subcontractors, suppliers, creditors, tax authorities or other persons in a relationship with Affiliate. Affiliate will not have any obligation to indemnify any Company Indemnified Party to the extent the liability is solely caused by the gross negligence, willful misconduct, or fraud of such Company Indemnified Party.
2. It is the Affiliate's responsibility to carry or obtain an appropriate insurance coverage at its own expense.

6. Liability and Waiver of Claims

1. Affiliate acknowledges and agrees that: (a) any breach by Affiliate of its obligations under this Agreement and applicable law will result in irreparable harm to Company which cannot be reasonably or adequately compensated in damages; (b) Company will be entitled to injunctive or other equitable relief with respect to such breach or imminent breach; and (c) Company will have all other rights and remedies to which it is entitled, at law or in equity, with respect to breach of this Agreement and otherwise.

2. Affiliate waives any claims Affiliate may have against Company arising from any alleged goodwill created by Affiliate for the benefit of Company or from the alleged creation or increase demand for Company services. Affiliate will under no circumstances be entitled, directly or indirectly, to any form of compensation or indemnity from Company or to obtain an injunction, specific performance or other equitable remedy as a consequence of the termination of this Agreement for any reason.

7. Termination

1. This Agreement may be terminated by a writing signed by both Company and Affiliate that states their intent to terminate this Agreement and the date upon which such termination will take effect.
2. If Affiliate breaches any of its obligations under this Agreement, Company may provide Affiliate with written notice of the breach. If Affiliate fails to cure the breach within 30 days after receipt of such notice, Company may terminate this Agreement upon delivery to Affiliate of written notice to that effect, with the termination effective upon receipt of such notice by Affiliate. Company may in its reasonable discretion determine whether the breach has been cured.
3. Notwithstanding anything in this Agreement to the contrary, Company may immediately terminate this Agreement by giving written notice to Affiliate if Affiliate: (a) commences any proceeding under any bankruptcy or insolvency law, dissolves, liquidates, or ceases to engage in its operations; (b) becomes the subject of criminal prosecution; (c) engages in activity or otherwise engages in conduct which, in Company's sole opinion, reflects materially and unfavorably upon the reputation of Company and/or its services or any associated goodwill. Such a termination will be effective upon receipt of notice by Affiliate.
4. Upon expiration or termination of this Agreement, Affiliate will promptly cease any use of any information and/or material provided and Affiliate may no longer identify itself as an affiliate of the Company. Affiliate will not accept new participants, seek funding, or enter into new contracts with third parties in connection with operation of the Company.

8. General

1. **Binding effect** - This Agreement is intended to be binding upon the Parties and their respective successors or assigns.
1. **Governing law and dispute resolution** - This Agreement will be governed by and construed in accordance with the laws of Switzerland. Any dispute, controversy, or claim arising out of, or in relation to, this contract, including regarding the validity, invalidity, breach, or termination thereof, shall be resolved by arbitration in accordance with the Swiss Rules of International Arbitration of the Swiss Arbitration Centre in force on the date on which the Notice of Arbitration is submitted in accordance with those Rules. The number of arbitrators shall be one. The seat of the arbitration shall be Geneva. The arbitral proceedings shall be conducted in English.
1. **Further assurances** - The parties hereto shall execute and deliver all such further documents and do all such acts as any party may, either before or after the signing date of this Agreement, reasonably require of the other in order that the full intent and meaning of this Agreement is carried out.
1. **Notices** - Notices, approvals, and consents under this Agreement must be in writing and delivered to Company and Affiliate by mail, courier, fax, or email to the contact person identified in the Program Plan.
1. **No Presumption Against Drafter** - This Agreement will be construed without regard to any presumption or rule requiring construction against the party drafting the Agreement.

1. **Counterparts** - This Agreement may be executed in one or more counterparts, each of which will be deemed an original and all of which will be taken together and deemed to be one instrument. Transmission by fax or PDF of executed counterparts will constitute effective delivery.

1. **Assignment** - Affiliate may not, directly or indirectly, assign its rights or delegate its duties under this Agreement to anyone else without the prior written consent of Client, except that Affiliate may assign all of its rights and obligations under this Agreement without Client's prior written consent in connection with a merger, acquisition, reorganization, sale or transfer of substantially all of its assets, or other operation of law. Company may assign or transfer its interest in this Agreement or engage in any merger, consolidation, sale of assets, reorganization, or other transaction at its sole discretion, without consent of or notice to Affiliate.

1. **Amendments** - No amendment or interpretation of this Agreement shall be binding upon the parties hereto unless such amendment or interpretation is in written form executed by all of the parties to this Agreement. If any provision of this Agreement is held to be illegal, invalid or unenforceable, such provision shall be fully severable from this Agreement and this Agreement shall be construed and enforced as if such provision had never comprised a part hereof, and the remaining provisions shall remain in full force and effect and shall not be affected by such provision or by its severance.

1. **Term** - This Agreement shall be in place for one year from the date of receiving the Company's approval (email confirmation) and may be subject to renewal at the Company's sole discretion prior to its expiration.