

Affiliation Agreement

This Affiliation Agreement (the “**Agreement**”) includes and incorporates the terms and conditions set out below, constitutes the entire agreement between us.

It is very important that you read and understand the terms under this Agreement. By ticking the box indicating your acceptance and continuing with your application to join our affiliate program, you are agreeing (subject to our approval of your application) to the terms of this Agreement. If you do not agree with the terms under this Agreement (or are not authorized to do so), you should not continue with your application. If you have any questions regarding our affiliate program or the terms of this Agreement please contact us at affiliates@consolto.com.

This Agreement replaces all previous terms and conditions for our affiliate program, including those agreed between you and us previously.

1. Definitions

The following terms in this Agreement shall have the following meanings:

“Partner” / “you” / “your”	refers to the person or company or other legal entity set out in the application form to join Affiliate Program (provided that the term “Partner” shall refer only to such person whose Affiliate Program application has been approved by us);
“Partner Account”	means the area you can log into for details of Customers and payments, and to access the Links (if applicable) and the Partner Invitation Flow (if applicable);
“Partner Platform”	means your owned and/or controlled Platform and/or any other marketing channel used by you to direct traffic to the Consolto Platform
“Brand”	means “Consolto”, or any other brand under which we operate our business, and any embodiment of such brand (including use of graphics and fonts);
“Brand Content”	means the graphical artwork or text containing or referencing the Brand, which are made available to you by us through your Partner Account, that you may use to connect Users to the Consolto Platform, pursuant to the provisions of this Agreement;
“Partner Invitation Flow”	means the designated box in a Partner’s Partner Account whereby such Partner is able to invite Users to subscribe to the Consolto Platform by inserting such Users’ email address;
“Consolto Platform”	the Platform owned and operated by Consolto;
“Customer”	means a User who has subscribed to the Consolto Platform (i) via Link pursuant to the provisions of Section 4.3 or; (ii) by invitation through the Partner Invitation Flow pursuant to the provisions of Section 4.2, and who: (a) has registered to open an account with us

	<p>on the Consolto Platform; (b) has not previously opened an account with us; (c) has had their account registration details adequately validated and approved by us; and (d) paid us money in relation to its use of the Consolto Platform;</p>
<p>“Data Protection Laws”</p>	<p>means the Data Protection Act 2018, the EU Data Protection Directive 95/46/EC, the Regulation of Investigatory Powers Act 2000, the Telecommunications (Lawful Business Practice) (Interception of Communications) Regulations 2000 (SI 2000/2699), the Electronic Communications Data Protection Directive 2002/58/EC, the Privacy and Electronic Communications (EC Directive) Regulations 2003 in each case, as amended, revised or replaced from time to time (in particular, by operation of the Directive 2009/136/EC, and the General Data Protection Regulation (EU) 2016/679, the Israeli Privacy Protection Law of 1981 and all regulations, orders and regulatory instructions promulgated thereunder, the California Consumer Privacy Act, and all applicable national legislation and guidelines, or any applicable analogous legislation in any jurisdiction, in each case, as amended, revised or replaced from time to time.</p>
<p>“Excluded Territories”</p>	<p>means the territories from which the Partner Platform should not accept Users and from which we will not accept Customers as either notified to you or as may be listed on the Consolto Platform from time to time;</p>
<p>“Inactive”</p>	<p>means, with respect to you: (a) where you have not sent us at least one (1) new paying Customer for a period of three (3) consecutive months; or (b) the commission balance in your Partner Account derived from Customers is less than US\$20 for any three (3) month period;</p>
<p>“Intellectual Property Rights”</p>	<p>means any and all intellectual property rights, of all types or nature whatsoever, including, without limitation, patent, copyright, design rights, trademarks, trade dress, data base rights, applications for any of the above, moral rights, know-how, trade secrets, domain names, URLs, trade names, or any other intellectual or industrial property rights (and any licenses in connection with any of the same), whether or not registered or capable of registration, and whether subsisting in any specific country or countries or any other part of the world;</p>
<p>“Links”</p>	<p>means the adverts, hyperlinks, banners, text, RSS feeds or other promotional material, which may include the Brand Content, that have been provided or otherwise made available to you by us and/or pre-approved by us and which are placed on the Partner Platform linking and directing traffic to the Consolto Platform, as may be updated from time to time;</p>

<p>“Affiliate Program”</p>	<p>means our affiliate program whereby a Partner can (a) distribute a Link provided by us on his Partner Platform in order to refer Users to subscribe as Customers of the Consolto Platform, such that each Customer subscribed to the Consolto Platform via Partner’s Link will entitle such Partner to a commission as set forth and subject to the provisions of this Agreement; and/or (b) invite Users to subscribe as Customers of the Consolto Platform by inviting such Users through the Partner Invitation Flow, such that each Customer subscribed to the Consolto Platform by invitation from the Partner Invitation Flow by using the same email address provided by the Partner in the Partner Invitation Flow, will entitle such Partner to a commission as set forth and subject to the provisions of this Agreement;</p>
<p>“Platform”</p>	<p>means an online platform, website, plugin, software system or any other online service providing value or content to users, including landing pages, applications and/or any other online or offline channels, and all of their related pages (if any);</p>
<p>“Prohibited Activity”</p>	<p>means an actual or attempted act by you or any Customer, which is reasonably deemed by us to be: (a) in breach of any applicable law; (b) made in bad faith; or (c) intended to defraud us or the Consolto Platform and/or circumvent any contractual or legal restrictions, regardless of whether such act or attempted act actually causes us or the Consolto Platform any damage or harm. Prohibited Activity shall also include, without limitation: (i) collusion; (ii) abuse of promotions; (iii) violation of money-laundering laws and regulations; (iv) Spamming; (v) false, misleading or unauthorized advertising or representations; (vi) use of stolen credit cards; (vii) incentive activity; (viii) unauthorized use of any Intellectual Property Rights (including third parties’ and our rights); (ix) creation of false accounts by you or Customers; (x) manipulation of our service; and (xi) the use of the Consolto Platform, Brand, Brand Content or any other asset associated with us on websites which are deemed illegal under applicable law of applicable jurisdiction.</p>
<p>“Regulator”</p>	<p>means any governmental, judicial or regulatory body with regulatory control, authority, or jurisdiction over us or you or any activity conducted by us or you (including any data protection regulator);</p>
<p>“Spamming”</p>	<p>means any unsolicited email or other electronic or non-electronic communication you send that markets, promotes or that otherwise refers to us or the Consolto Platform from time to time, including any repeated communications or transmissions of unwanted content or to unresponsive recipients or any other communications or transmissions of an abusive or fraudulent or malicious in nature;</p>

“Term”	means the period during which this Agreement continues in effect;
“User(s)”	means a person referred to us via Link or via the Partner Invitation Flow (as applicable);
“Consolto” / “we” / “us” / “our”	refers to Consolto Sites Ltd.

2. This Agreement

- 2.1 This Agreement sets out the terms and conditions agreed between us and you regarding your application to join (and, if your application is successful, your membership of) our Affiliate Program.
- 2.2 You are not permitted to use any Links and/or the Partner Invitation Flow until your application has been approved by us. Until such time, we will have no responsibility or monetary obligation to you with regard to any Customers.
- 2.3 As a Partner, you will:
 - (a) prominently place Links on your Partner Platform, for the subscription to the Consolto Platform, all in accordance with these terms; and/or
 - (b) invite specific user(s) to subscribe to the Consolto Platform (by email) via the Partner Invitation Flow.
- 2.4 We reserve the right to approve or reject ANY Affiliate Program application in our sole and absolute discretion. You will have no legal recourse against us for the rejection of your application.
- 2.5 You acknowledge that this Agreement does not impose any exclusivity option on us, and we shall be permitted to engage other affiliates (including, without limitation, Partners) as we wish, and we shall be liable in any way whatsoever for engaging in any arrangement competing with you.
- 2.6 You will be carrying out your activities and discharging your duties and obligations under this Agreement at your own expense. You take full responsibility for your actions and the possible risks involved therein.
- 2.7 Any compliance queries on this Agreement should be sent to affiliates@consolto.com.

3. Identity Verification and Supporting Documentation

- 3.1 In order to become a Partner you must be of legal competency in your jurisdiction. An applicant that is a corporate entity may only become a Partner if its beneficial owner is of legal competency.
- 3.2 It is our policy to prohibit and actively prevent money laundering and any activity that facilitates money laundering or funding of terrorist or criminal activities. We will verify your identity (and if you are a Corporate Entity, the identities of its beneficial owners) by obtaining information from public sources and data and through the information provided by you and you will provide us with information required by us for such verification process. You are required to provide any information and/or documentation that we may request within 30 days of registration. We reserve the right to suspend and/or terminate this Agreement pursuant to Section 14 if you do not provide the requested information. All requested information must be sent to affiliates@consolto.com.

- 3.3 We reserve the right to withhold any payments that may be due to you for so long as we are unable to complete our verification procedures or any verification processes are pending.
- 3.4 We may ask you to provide further documentation on application and from time to time to ensure our records are kept up to date. You agree to provide us with any information and/or documents which we may request by email to affiliates@consolto.com within 30 days of such a request being made.
- 3.5 We may, at our absolute and sole discretion, conduct additional verification checks to the ones referred to in this Agreement at any time following submission of the Affiliate Program application form and throughout the Term.
- 3.6 All information and/or documentation sent to us must match the information provided to us by you on registration. In the event there is a discrepancy and you are unable to provide justification for such discrepancies to our satisfaction we may terminate this Agreement pursuant to Section 3.7 below.
- 3.7 If we are unable to satisfy ourselves of your identity at any time during the Term, we shall be entitled to suspend your Partner Account or to terminate this Agreement immediately with no liability (including any payments for revenues generated).

4. Attribution Model

4.1 General.

- (a) The attribution model of the Affiliate Program is on 'first-touch basis'. Therefore, the first Partner which refers a User via Link or via the Partner Invitation Flow (as applicable) shall be entitled to a commission in the event such User subscribes to the Consolto Platform as our Customer; provided however, that if such User does not subscribe to the Consolto Platform as Customer within 60 days as the referral via Link or the Consolto Invitation Flow (as applicable), then any other Partner shall be again entitled to refer such User to us.
- (b) If you refer to us other persons and such persons become Partners, you will not be entitled to any additional payment with respect to any Customer subscribed to the Consolto Platform pursuant to the activity of any such person referred to us by you and became Partner under this Agreement or any other agreement.

4.2 Partner Invitation Attribution Model.

- (c) Any User which is referred by a Partner via the Partner Invitation Flow and subscribes to the Consolto Platform as our Customer by using the same email address provided by the Partner in the Partner Invitation Flow, will be entitled as a "Partner-Invitation-End-Customer".
- (d) The commission to which a Partner shall be entitled pursuant to the subscription of a Partner-Invitation-End-Customer shall be as set forth in Section 5.1.
- (e) The use by a Partner of the Partner Invitation Flow is limited to 100 invitations. We may, upon successful campaigns and subject to our sole discretion, extend the invitation limit of the Partner Invitation Flow.

4.3 Partner Link Attribution Model.

- (a) Any User which is referred by a Partner via Link and subscribes to the Consolto Platform as our Customer will be entitled as an "Partner-Link-End-Customer".

- (b) The commission to which a Partner shall be entitled pursuant to the subscription of a Partner-Link-End-Customer shall be as set forth in Section 5.2.
- (c) Links may expire per our decision, at our sole discretion.
- (d) A Partner shall be entitled to a commission pursuant to the subscription of an Partner-Link-End-Customer only with respect to Partner-Link-End-Customer which were referred by a clicking through a qualified, correctly structured Link.

5. Payment Terms to Partners

- 5.1 Subject to the provisions of this Section 5, a Partner shall be entitled to a commission as set forth in **Appendix A** attached hereto with respect to each Partner-Invitation-End-Customer.
- 5.2 Subject to the provisions of this Section 5, a Partner shall be entitled to a commission as set forth in **Appendix B** attached hereto with respect to each Partner-Link-End-Customer.
- 5.3 Any commission to which a Partner is entitled pursuant to this Agreement shall be payable to such Partner, pursuant to the provisions of this Section 5, upon the finalization of the Customer's payment process and the termination of the refund period to which each Customer is entitled.
- 5.4 Any commission to which a Partner is entitled pursuant to this Agreement will generally be paid to such Partner by PayPal, or by any other payment method agreed in writing by us.
- 5.5 A Partner will be entitled to a commission payment when his balance reaches a minimum balance of \$US100 (the "**Payment Threshold**"). Payments will be made automatically between the 5th and the 15th of the month following the month in which the refund period of a Customer referred by such Partner has terminated (as set forth in Section 5.3), and provided that such Partner has reached the Payment Threshold.
- 5.6 Any commission paid to a Partner will constitute the full and entire consideration which we will be required to pay such Partner. We may withhold and deduct any taxes from any payments to your, as may be required under applicable law.
- 5.7 In the event that a Customer requests a refund for a transaction for which a Partner (as applicable) has earned commissions, any commissions earned on the refund amount will be deducted from the Partner's commission balance.
- 5.8 If an error is made in the calculation of the commission to which you are entitled, we reserve the right to correct such calculation at any time and to reclaim any overpayment made by us to you (including, without limitation, by way of reducing future payments which might otherwise be due to you from us from time to time).
- 5.9 We will not be obliged to pay any commission which we deem (in our sole discretion) was generated by Prohibited Activity. We will also be entitled to set-off from future amounts payable to you any amounts already received by you which have been generated by any Prohibited Activity.
- 5.10 All calculations in connection with the amount payable to you under this Agreement will be made by us and based solely on our systems' data and records. Our calculations will be final and binding.
- 5.11 Your payment method must match the details provided on registration (or as subsequently updated). Any discrepancy between your Partner Account records and your payment details may result in delays in payment until we can complete, to our

satisfaction, the verification identity or beneficial owner of the recipient account. To do this we may request further documentation from you.

- 5.12 Unless otherwise determined by us, payments received from Customers in currencies other than United States dollars shall be converted to United States dollars in accordance with our standard currency exchange policy, and any commission in connection thereof will be paid to a Partner in United States Dollars.

6. Your Obligations

- 6.1 Partners are permitted to use the Brand and Brand Content available at the Partner Account *provided that* a Partner may not modify any of the Brand Content, logos and any other trademark, trade name or brand name without obtaining our prior written consent.
- 6.2 Partner shall disclose to us, promptly upon our first request, any Partner Platform and any other advertising method it is using to promote Links and/or Brand Content. If required by us, a Partner shall immediately remove and/or cease to use (as applicable) any Partner Platform or any other advertising method, at our sole and absolute discretion.
- 6.3 Partners are not permitted to act or attempt to act or represent themselves directly or by implication as our agent or in any manner assume or create, or attempt to create, any obligation on our behalf or in our name. Partners shall not represent themselves, us or our relationship pursuant to this Agreement in a false or misleading manner.
- 6.4 Partners are not permitted to bid for advertisements that competes with us or with the Consolto Platform.
- 6.5 Notwithstanding anything to the contrary herein, Partners shall not engage in Spamming mentioning or referencing us or the Consolto Platform.

6.6 Links.

- (a) Throughout the Term, you may actively and effectively advertise, market and promote the Consolto Platform as widely as possible in order to attract Customers, by (among others) prominently incorporating and displaying on the Partner Platform the most up to date Links and Brand Content provided to you by us.
- (b) In particular you shall (as applicable):
- (i) not alter or remove any promotional terms and conditions which have been included in any Link;
 - (ii) not affect the means by which a User may access such promotional terms and conditions from the Links;
 - (iii) continually test and ensure that any Link provided to you is working accurately and links to the relevant full promotional terms and conditions; and
 - (iv) in the event that we update the Links, remove the old Links from the Partner Platform within 48 hours of notification and only use such updated Links.
- (c) You agree to give us your reasonable assistance in respect of the display, access to, transmission and maintenance of the Links.
- (d) You must only use the Links, Brand Content and the Partner Invitation Flow (as applicable) provided by us, or pre-approved by us in writing, to promote the Brand and provide services to us under this Agreement. You are not permitted to create and/or distribute any marketing materials containing any Brand Content without our prior written approval.

- (e) You agree to comply in full with any instructions, guidelines, notices or updates issued by us from time to time in relation to the use of our Brand Content, the operation of Links or the use of the Partner Invitation Flow.

6.7 Regulatory.

- (a) You acknowledge and agree that you are required to comply with license conditions and/or codes of practice issued by Regulators and applicable to us or you. By participating in the Affiliate Program, you agree to carry out activities as if you were bound by the same license conditions and subject to the same codes of practice as us.
- (b) You will not place any Links and/or Brand Content (as applicable) on pages of the Partner Platform which are directed at, or are likely to be of particular appeal to, anyone under the age of legal competency or related to any Prohibited Activity.
- (c) If you wish to place the Links or Brand Content on any medium other than the Partner Platform, you must first obtain our written consent (which will be provided at our sole discretion).
- (d) We have the right to monitor the Partner Platform to ensure you are complying with the terms of this Agreement and you shall provide us with all data and information (including, but not limited to, passwords) at no charge to enable us to perform such monitoring.
- (e) If we discover that your use of any Link, Brand Content or the Partner Invitation Flow is not in compliance with the terms of this Agreement, we will be entitled to take such measures necessary to render your activity inoperative and this will constitute a breach of this Agreement entitling us to immediately terminate this Agreement in accordance with Section 14.3. Where instructed to do so by us, you shall immediately remove any Link or Brand Content from the Partner Platform.
- (f) You are not, in any circumstances whatsoever, permitted to target the Links or the Brand Content to any person or entity located in an Excluded Territory. IT IS YOUR RESPONSIBILITY TO CONSULT AND REGULARLY CHECK THE CONSOLTO PLATFORM AND YOUR CUSTOMER ACCOUNT REGARDING ANY CHANGES TO THE LIST OF EXCLUDED TERRITORIES (WHERE PUBLISHED).
- (g) WE SHALL NOT PROVIDE YOU WITH ANY LEGAL OR OTHER ADVICE IN RELATION TO EXCLUDED TERRITORIES OR AGES OF LEGAL COMPETENCY, AND IT IS YOUR RESPONSIBILITY TO TAKE YOUR OWN LEGAL ADVICE IN ANY JURISDICTION YOU TARGET.
- (h) You warrant and represent to us that you will at all times provide services under this Agreement (including your use of the Links, Brand Content or the Partner Invitation Flow) in accordance with all applicable law.

6.8 Brand Protection.

- (a) You must not:
 - (i) register any domain name or mobile app with a name, logo or appearance that includes any of our trademarks or trade or other brand name operated by us or is, in our sole discretion, determined to infringe our Intellectual Property Rights or be confusingly similar to ours trademarks, brands or logos;
 - (ii) purchase or register keywords, search terms or other identifiers for use in any search engine, portal, social network, sponsored advertising service or other search or referral service which are (a) identical or similar to any of our

trademarks or trade or other brand names from time to time including the Brand; or (b) aimed at self-excluded and/or vulnerable persons.

- (iii) include metatag keywords on the Partner Platform; or
 - (iv) except as expressly permitted in this Agreement, otherwise use marks, terms or images that are identical or similar to any of our trademarks or trade or other brand names operated by us from time to time.
- (b) You warrant and represent that you shall not, nor shall you authorize, allow, assist, or encourage any third party to:
- (i) directly or indirectly offer any person or entity any consideration or incentive for using the Links to access the Consolto Platform or for using the Partner Invitation Flow;
 - (ii) read, intercept, record, redirect, interpret, or fill in the contents of any electronic form or other materials submitted to us by any person;
 - (iii) in any way modify, redirect, suppress, or substitute the operation of any button, link, or other interactive feature of the Consolto Platform;
 - (iv) engage in transactions of any kind on the Consolto Platform on behalf of any third party;
 - (v) take any action that could reasonably cause any User and/or Customer confusion as to our relationship with you, or as to the Consolto Platform on which any functions or transactions are occurring;
 - (vi) other than as specifically permitted in this Agreement, post or serve any advertisements or promotional content promoting the Consolto Platform or the Brand;
 - (vii) post or serve any advertisements or promotional content promoting the Consolto Platform or Brand otherwise around or in conjunction with the display of the Consolto Platform including, but not limited to, any pop-up windows or pop-under windows or “framing” technique or technology;
 - (viii) attempt to artificially increase monies payable to you by us;
 - (ix) cause the Consolto Platform (or any page thereof) to open in a User’s browser other than as a result of the User clicking on a Link;
 - (x) attempt to intercept or redirect (including, without limitation, via user-installed software) traffic from or on the Consolto Platform;
 - (xi) use the Links, the Partner Invitation Flow, the Consolto Platform and/or any Brand Content (including banners, campaigns and promotional material) alongside, in conjunction or in connection with, any Prohibited Activity or inappropriate content (including, without limitation, defamatory or libelous content, lewd, pornographic, obscene or explicit content, violent content, pirated content, content that infringes any Intellectual Property Rights, or content which could incite religious hatred or prejudice or that otherwise includes content promoting discrimination based on race, sex, religion, nationality or disability).
 - (xii) You shall immediately remove or procure the removal of any Brand graphics, Brand banner advertisements, the Links or Brand Content following notification from us;

- (xiii) directly or indirectly engage in benefit from any act or traffic that involves any Prohibited Activity;
- (c) If we determine, in our sole discretion, that you have engaged in any of the activities set out in clauses (a) or (b) of this Section 6.8, we may (without limiting any other rights or remedies available to us) void and/or withhold any monies otherwise payable to you under this Agreement gained through such breach and/or terminate this Agreement under Section 14.3.
- (d) Where we make a determination under clause (c) of this Section 6.8, you will co-operate and execute all documents and do all things necessary to assist in the transfer of any domain name or other registration to us at your own cost.

6.9 Use of Third Parties

- (a) You may use affiliate networks, social influencers or other third-party marketing channels ("**Third Party Promoter**") to promote the Links or Brand Content, *provided that* any such Third Party Promoter is not a competitor of us or of the Consolto Platform. Any agreement or arrangement with a Third Party Promoter shall be disclosed to us promptly. We reserve the right to revoke any such agreement given in respect of a Third Party Promoter at any time.
- (b) The appointment of a Third Party Promoter shall not relieve you from any of the obligations under this Agreement, and you shall be fully responsible for the acts and omissions of any Third Party Promoter as if it was your own act or omission.
- (c) Without prejudice to any other rights and remedies we may have, we shall be under no obligation to accept or pay any commission derived by a Third Party Promoter if it is not accrued in accordance with the terms and conditions of this Agreement.
- (d) It is your responsibility to make payments to any Third Party Promoter. You agree to indemnify us in full and hold us harmless from any claim made by a Third Party Promoter against us in respect of this Agreement.

6.10 Login Details. You shall not share the login details to the Partner Account with any third party.

7. Our Obligations

- 7.1 We shall supply you with the Links for inclusion on the Partner Platform or with the Partner Invitation Flow (as applicable).
- 7.2 Subject to you complying with our instructions with regard to tracking Customers, we shall use our best endeavors to ensure that whenever a User links to the Consolto Platform through the Links or the Partner Invitation Flow (as applicable) and subsequently becomes a Customer, the relevant Customer is identified as originating such Link or Partner Invitation Flow. However, we shall not be liable to you in any way if we are unable to identify a Customer as originating from the Link or the Partner Invitation Flow.
- 7.3 We make no representation that the operation of the Consolto Platform will be uninterrupted or error-free and we will not be liable for the consequences of any interruptions or errors. We cannot and do not guarantee that the Platform will be operational and/or available at any given time or place. We are not liable for any lack of precision, errors, or for any loss, harm or damage caused by partial or total failures, delays and/or interruptions caused by any third party or any third-party Platform.

8. Data Protection

- 8.1 You warrant that you and the Partner Platform shall at all times comply in full with Data Protection Laws.

9. Inactivity

- 9.1 If we deem you to be Inactive, we may freeze your Partner Account and notify you that it has been frozen. If we freeze your Partner Account and do not receive any response from you, within 30 days of our notification, we will be entitled to (but not obliged), at our sole discretion delete your Partner Account and terminate this Agreement in accordance with Section 14.3; or
- 9.2 If we notify you of termination and you do not respond within a further 60-day period, any funds remaining within your Partner Account at the time of freezing will revert to us and you will have no right to reclaim it.

10. Intellectual Property Rights

- 10.1 We grant to you a non-exclusive, revocable and non-transferable licence to display the Brand Content during the Term solely for the purposes of the display of the Links by you on the Partner Platform as set out in this Agreement and in accordance with any guidelines as may be provided to you from time to time by us. All Intellectual Property Rights and any goodwill arising in the Links and in all products, associated systems and software, relating to the services provided by us from time to time, shall remain our property. You are not permitted to use the Brand Content in any way that is detrimental to us, our reputation or goodwill. You are not permitted to alter or modify in any way the Brand Content without our express prior written consent.
- 10.2 You agree that the Partner Platform shall not in any way resemble the look and/or feel of the Consolto Platform, nor will you create the impression that the Partner Platform is the Consolto Platform (or any part thereof).

11. Warranties

- 11.1 Each party to this Agreement represents and warrants to the other that it has and will retain throughout the Term all right, title and authority to enter into this Agreement, to grant to the other party the rights and licenses granted in this Agreement and to perform all of its obligations under this Agreement.
- 11.2 You warrant and represent to us that:
- (a) you have obtained and will maintain in force all necessary registrations, authorizations, consents and licenses to enable you to fulfil your obligations under this Agreement;
 - (b) that you fully comply with, and shall continue to fully comply with applicable law; and
 - (c) the Partner Platform will not target or be aimed at anyone who has no legal competency in any target jurisdiction; and

12. Indemnity

You will indemnify us and hold us harmless from and against any and all losses, penalties, fines (including from any Regulator), demands, claims, damages, costs (including legal costs), expenses (including, without limitation, consequential losses and loss of profit, if applicable)

and liabilities suffered or incurred, directly or indirectly (including under any demands or claims of third parties), by us in consequence of any:

- (a) action taken by a Regulator body under applicable jurisdiction against us as a consequence of any act or omission by you; and/or
- (b) breach, non-performance or non-observance by you of any of your warranties, representations or covenants in this Agreement.

13. Exclusion and Limitation of Liability

13.1 Nothing in this Section 13 shall limit either party's liability for death and personal injury resulting from its negligence, or for fraud or for any other liability that cannot be limited by law.

13.2 We shall not be liable to you or to any third party, in contract, tort (including, without limitation, negligence) or for breach of statutory duty or in any other way, for:

- (a) any loss of revenues, profits, contracts, business or anticipated savings; or
- (b) any loss of good will or reputation; or
- (c) any indirect or consequential losses, or any punitive losses or damages,

in each case, whether or not such losses were within the contemplation of you or us at the date of this Agreement.

13.3 Our liability shall not, in any event, exceed the sum of the total monies paid by us to you over the twelve (12) month period preceding the date on which our liability accrued.

13.4 The Consolto Platform is provided AS-IS. Any additional requests for modifications which result in any additional engineering costs are not included in any aspect of this Agreement. Any such modification which we agree to implement for specific Customer(s) shall not, in any event, entitle a Partner to any additional commission or other consideration.

14. Term and Termination

14.1 This Agreement shall start on the date that we notify you that your application to join the Affiliate Program has been successful and shall continue thereafter until it is terminated in accordance with this Section 14.

14.2 Either party may terminate this Agreement for convenience immediately without prior notice.

14.3 If we terminate this Agreement pursuant to this Section 14, your any commission balance greater than \$US25 will be paid to you within 60 days of termination, *provided that* any balance which is lower than \$US25 will be forfeited, and *provided further* that if we terminate this Agreement due to your breach of this Agreement, no commission (including any commission balance you may have for past subscriptions of Customers to the Consolto Platform) shall be due and payable to you.

14.4 If you terminate this Agreement pursuant to this Section 14, no commission (including any commission balance you may have for past subscriptions of Customers to the Consolto Platform) shall be due and payable to you after the date termination takes effect.

15. Consequences of Termination

15.1 Immediately following the termination of this Agreement you must:

- (a) remove all of the Links and the Brand Content from the Partner Platform; and
 - (b) disable any Links from the Partner Platform directing to the Consolto Platform (or any part thereof), and stop any activity relating to Links.
 - (c) cease using the Partner Invitation Flow.
- 15.2 Upon termination of this Agreement, all rights and licenses granted to you in this Agreement shall immediately terminate.
- 15.3 The parties shall have no further obligations or rights under this Agreement after the end of the, without prejudice to any obligations or rights which have accrued to either party at the time when the Agreement ends, save that the provisions of Sections 4.1(b), 6.8, 12, 13, 15, 16, 18, 19 and 21, together with those other provisions the survival of which is necessary for the interpretation or enforcement of this Agreement, shall continue to have effect after the end of the Term.

16. Confidentiality

- 16.1 Each party undertakes that it shall not at any time disclose to any person any confidential information concerning the business, affairs, customers, clients or affiliates of the other party or of any member of the group of companies to which the other party belongs which is expressed to be confidential or which might reasonably be deemed to be confidential, except as permitted by Section 16.2.
- 16.2 Each party may disclose the other party's confidential information to its employees, officers, representatives or advisers who need to know such information for the purposes of carrying out the party's obligations under this Agreement. Each party shall ensure that its employees, officers, representatives or advisers to whom it discloses the other party's confidential information comply with this Section 16, and as may be required under applicable Law or by a Regulator.
- 16.3 No party shall use any other party's confidential information for any purpose other than to perform its obligations under this Agreement.

17. Notices

- 17.1 All notices to you will either be delivered to you through your Partner Account or sent via email to the email address provided by you on your application form.
- 17.2 All notices from you to us shall be delivered to the following email address: affiliates@consolto.com
- 17.3 A notice shall be deemed delivered to a party on the business day in Israel following the sending of such notice (or the posting thereof in the Partner Account, if applicable).

18. Governing Law

The Agreement is governed by and is to be construed in accordance with Israeli law, disregarding any conflict of law provisions.

19. Arbitration

All claims and disputes arising under or relating to this Agreement are to be settled by binding arbitration in the State of Israel. An award of arbitration may be confirmed in a court of competent jurisdiction.

20. Modification

- 20.1 We may change and modify all or any part of this Agreement at any time at our sole discretion. These modifications may include, but not limited to changes in the scope of available commissions, commission schedules, payment procedures and affiliate program rules.
- 20.2 Where possible, notice of any changes will be provided to you in advance of any such changes being made, either by an email to your last known email address on our records or through a message via your Partner Account. It is important, therefore, that you regularly log into your Partner Account. Unless we believe that a change to this Agreement is required under applicable law, in which case that change will come into force immediately, any change to this Agreement will come into force seven (7) days after notification is made. Your continued participation in our Affiliate Program after such time will constitute binding acceptance of such changes. If you do not agree to the changes, you should notify us that you wish to terminate this Agreement under Section 14.4.

21. General

- 21.1 This Agreement shall not operate so as to create a partnership or joint venture of any kind between the parties. Nothing contained in the Agreement shall be so construed as to constitute either party to be the agent of the other. Neither party shall have any authority to make any commitments on the other party's behalf.
- 21.2 No forbearance or indulgence on the part of us in enforcing the Agreement shall prejudice our rights under the Agreement nor is it to be construed as a waiver of such rights.
- 21.3 If any provision of the Agreement (or any part thereof) is rendered void or unenforceable by any court or authority of competent jurisdiction then all other provisions of the Agreement will remain in full force and effect and will not in any way be impaired provided the parties agree a replacement provision which is as close as is legally permissible to the provision found invalid or unenforceable.
- 21.4 This Agreement does not confer any rights on any person or party (other than the parties to the Agreement).
- 21.5 You shall not, without our prior written consent, assign, transfer or subcontract all or any of its rights or obligations under the Agreement. We are entitled to assign, transfer or subcontract all or any of its rights or obligations under the Agreement without your consent.
- 21.6 In case of any discrepancy between the meanings of any translated versions of this Agreement, the meaning of the English language version shall prevail.

Appendix A

Subject to the provisions of Section 5 of the Agreement, a Partner shall be entitled to commission with respect to each Partner-Invitation-End-Customer, which subscribed to the Consolto Platform pursuant to the provisions of Section 4.2, as follows:

- (a) With respect to the first month of subscription by a Partner-Invitation-End-Customer to the Consolto Platform, the Partner shall be entitled to an amount equal to 50% of the first month payment paid by such Partner-Invitation-End-Customer for its subscription to the Consolto Platform; and
- (b) As of the second month of subscription by a Partner-Invitation-End-Customer to the Consolto Platform, the Partner shall be entitled to:
 - (i) 10% of the payment paid by such Partner-Invitation-End-Customer for its subscription to the Consolto Platform each month; and
 - (ii) In the event that the total monthly recurring payments generated by Partner-Invitation-End-Customers exceeds \$US 2,000 (the "**Bonus Event**"), then the attributed Partner shall be entitled to a 5% bonus of each commission payment earned by such Partner beyond the Bonus Event.

Appendix B

Subject to the provisions of Section 5 of the Agreement, with respect to each Partner-Link-End-Customer which subscribed to the Consolto Platform pursuant to the provisions of Section 4.3, a Partner shall be entitled to a commission equal to 100% of the first month payment paid by such Partner-Link-End-Customer for its subscription to the Consolto Platform. In case of any payment for a deal between the Partner-Link-End-Customer and Consolto, which is longer than one month, the commission shall be calculated per the fraction of the first month out of the entire term of such deal.