

ReviewPro Affiliate/Partner Agreement

Effective Date: May 27th 2025

This ReviewPro Affiliate/Partner Agreement (the "Agreement") is entered into by and between The Aetherium Group LLC, a Limited Liability Company organized and operating in the USA, with its principal place of business at 610 E. Zack St Suite 110, Tampa, FL 33602, USA (hereinafter referred to as "Company," "We," "Us," or "Our"), the owner and operator of the ReviewPro software platform ("ReviewPro" or the "Product"), and the individual or entity applying to participate in the ReviewPro Affiliate/Partner Program (hereinafter referred to as "You," "Your," "Affiliate," or "Partner"). The Company's website is aetherium.ai [User Query].

I. Introduction and Acceptance

A. Parties This Agreement governs the relationship between the Company and You as a participant in the ReviewPro Affiliate/Partner Program (the "Program").

B. Purpose of the Agreement The purpose of this Agreement is to establish the terms and conditions under which You will promote the ReviewPro Platform to potential new customers ("Clients") in exchange for commissions ("Commissions" or "Rewards") on qualifying sales, as further detailed herein.

C. Termination for Unresponsiveness. You acknowledge and agree that maintaining an active and good-standing partnership requires occasional communication. The Company invests significant resources in its partners and, from time to time, may initiate contact with You via email or text message to request feedback or confirm Your continued active participation, particularly during periods of observed inactivity (a "Communication Request").

Upon receiving a Communication Request from the Company, You are required to provide a direct response within the timeframe specified. Your failure to provide a direct response to a Communication Request for a period exceeding **forty-five (45) calendar days** from the date of our initial outreach will be considered a material breach of this Agreement.

In the event of such a material breach, the Company reserves the right to deactivate Your affiliate account and terminate this Agreement immediately and without further notice. Upon such termination, all effects of termination as described in Section VIII.D shall apply, including the immediate cessation of all future payments of Commissions and revenue share from any and all existing referrals.

Acceptance of Terms By submitting Your application to join the Program, You acknowledge that You have read, understood, and agree to be bound by all terms and conditions set forth in this Agreement, including the ReviewPro Affiliate/Partner Privacy Policy (*Part 2 of this document*) and any Commission Schedules or Program policies provided or made available to You by the Company, all of which are incorporated herein

by reference. No physical signature is required for this Agreement to be binding; Your submission of an application and subsequent participation in the Program constitutes Your acceptance. If You do not agree to these terms, do not apply to or participate in the Program. The Company reserves the right to approve or reject any application in its sole discretion.

II. Definitions

For the purposes of this Agreement, the following terms shall have the meanings ascribed to them below:

- **"Affiliate" or "Partner":** These terms are used interchangeably throughout this Agreement and refer to You, the individual or entity participating in the Program [User Query].
- **"Agreement":** This ReviewPro Affiliate/Partner Agreement, including the ReviewPro Affiliate/Partner Privacy Policy (Part 2), the Commission Schedule, and any other written policies, guidelines, or amendments provided by the Company and incorporated herein.
- **"Client":** An end-user who subscribes to the ReviewPro Platform as a result of a referral from an Affiliate/Partner or through an approved Manual Entry.
- **"Commission" or "Reward":** These terms are used interchangeably and refer to the monetary compensation paid by the Company to the Affiliate/Partner for qualified sales of ReviewPro subscriptions to new Clients, as detailed in the Commission Schedule.
- **"Company IP":** All intellectual property owned by or licensed to The Aetherium Group LLC, including but not limited to trademarks, service marks, logos, trade names, copyrighted materials, patents, trade secrets, and proprietary technology related to ReviewPro and the Company's business.
- **"Confidential Information":** As defined in Section X of this Agreement.
- **"Affiliate Link" or "Referral Link":** A unique tracking URL provided by the Company to You, used to identify Clients referred by You to the ReviewPro Platform.
- **"Manual Entry":** A process for attributing a sale to an Affiliate/Partner when the Affiliate Link was not used, subject to Company approval as detailed herein [User Query].
- **"Net Revenue":** The actual revenue received by the Company from a Client for their subscription to the ReviewPro Platform, after deducting any refunds, chargebacks, discounts, taxes (e.g., sales tax, VAT), and payment processing fees. Commissions are typically calculated based on Net Revenue.
- **"NFC Cards":** Near Field Communication cards provided by the Company to Affiliates/Partners at a discounted rate, intended to be used as incentives for demonstration and promotion of ReviewPro with opt-in, not for direct resale for cash without a subscription [User Query].
- **"Program":** The ReviewPro Affiliate/Partner Program as described in this Agreement.
- **"ReviewPro Platform" or "Product":** The proprietary software-as-a-service (SaaS) solution known as ReviewPro, owned and operated by The Aetherium Group LLC, which is the subject of this Program. The Company utilizes the High Level CRM platform for its solution as an agency licensee and is not otherwise affiliated with or related to High Level [User Query].

- **"Prohibited Activities"**: Actions and behaviors by Affiliates/Partners that are not permitted under this Agreement, as detailed in Section IV.B.
- **"Commission Schedule"**: A document or online resource provided by the Company that outlines the current Commission rates, payment terms, and any specific conditions for earning Commissions. This schedule may be updated by the Company from time to time with notice to Affiliates/Partners.

III. Enrollment in the Program

A. Application Process To enroll in the Program, You must submit a complete and accurate application through the Company's designated affiliate platform or process. You agree to provide truthful and current information as requested in the application. The Company may require additional information or verification during the application ReviewProcess.

B. Approval or Rejection of Application The Company reserves the right to approve or reject any application to the Program in its sole and absolute discretion, without any obligation to provide a reason for rejection. Factors that may be considered include, but are not limited to, the content and quality of Your proposed promotional methods, alignment with the Company's brand values, and compliance with applicable laws and Program policies.

C. Account Security If Your application is approved and an affiliate account is created for You, You are responsible for maintaining the confidentiality of Your account login credentials (e.g., username and password). You are solely responsible for all activities that occur under Your account. You agree to notify the Company immediately of any unauthorized use of Your account or any other breach of security. The Company will not be liable for any loss or damage arising from Your failure to comply with these security obligations.

IV. Affiliate/Partner Responsibilities and Conduct

A. Promotion of ReviewPro You agree to use Your best efforts to promote the ReviewPro Platform in a professional, ethical, and lawful manner. Your promotional activities must be directed at attracting new, qualified Clients to ReviewPro. You shall primarily use the unique Affiliate Link provided by the Company to direct potential Clients to the ReviewPro website for subscription. All promotional activities must comply with the terms of this Agreement and all applicable laws and regulations.

B. Prohibited Activities You shall not, directly or indirectly, engage in any of the following Prohibited Activities:

1. **Unauthorized Sale of NFC Cards:** Selling or attempting to sell NFC Cards provided by the Company for cash or other consideration without an accompanying ReviewPro subscription. NFC Cards are intended as incentives for demonstration, promotion of ReviewPro with opt-in, and as deal incentives for new subscriptions only [User Query].
2. **Price Manipulation:** Upselling or attempting to upsell the Company-approved subscription price for the ReviewPro Platform [User Query].

3. **Unauthorized Checkout Systems:** Using or implementing Your own checkout systems or payment processing for ReviewPro subscriptions. All Client subscriptions and payments must be processed through the Company's official systems [User Query].
4. **Misleading or Deceptive Practices:** Making any false, misleading, deceptive, or unsubstantiated claims about the ReviewPro Platform, its features, benefits, pricing, or the Company. This includes, but is not limited to, guaranteeing specific results or misrepresenting the capabilities of the Product.
- 5.
6. **Spam and Unsolicited Communications:** Sending unsolicited commercial emails (spam), bulk emails, or any other form of communication that violates applicable anti-spam laws (e.g., CAN-SPAM Act) or platform policies.
- 7.
8. **Infringement of Intellectual Property:** Using the Company's IP or third-party intellectual property in any way that infringes upon their rights. This includes unauthorized use of trademarks, copyrights, or patents.
- 9.
10. **Brand Bidding and Keyword Abuse:** Bidding on the Company's branded keywords (e.g., "ReviewPro," "The Aetherium Group") or variations thereof in pay-per-click (PPC) advertising campaigns (e.g., Google Ads, Bing Ads) unless expressly permitted in writing by the Company. Using Company trademarks in domain names, social media profile names, or in any way that may cause confusion or imply an official affiliation beyond that of an independent Affiliate/Partner.
- 11.
12. **Illegal or Unethical Promotion:** Promoting ReviewPro on websites or through channels that contain or promote illegal, defamatory, obscene, harassing, discriminatory, or otherwise objectionable content, or that engage in illegal activities.
- 13.
14. **Cookie Stuffing and Link Manipulation:** Using techniques such as cookie stuffing, forced clicks, or other methods to generate fraudulent or illegitimate referrals. Affiliate Links must be used genuinely by the end-user.
15. **Self-Referrals:** Using Your own Affiliate Link to purchase ReviewPro subscriptions for Your own use or for entities You control, unless expressly permitted by the Company.
16. **Software or Toolbars:** Developing or promoting software, toolbars, browser extensions, or other applications that automatically apply Your Affiliate Link without user intent or that overwrite other affiliates' cookies.
17. **Disparagement:** Making any statements, written or oral, that disparage the Company, ReviewPro, its employees, or other affiliates.
- 18.
19. **Violation of Platform Terms:** Violating the terms of service of any third-party platform (e.g., social media sites, advertising networks) used for Your promotional activities. Engaging in any Prohibited Activities may result in immediate termination of this Agreement, forfeiture of any accrued and unpaid Commissions, and potential legal action.

C. Compliance with Laws You agree to comply with all applicable federal, state, and local laws, rules, and regulations in the performance of Your obligations under this Agreement and in all Your promotional activities. This includes, but is not limited to, laws related to advertising, marketing, endorsements, data privacy (e.g., GDPR, CCPA/CPRA if applicable to Your audience), consumer protection, and intellectual property.

D. FTC Disclosure Requirements You must clearly and conspicuously disclose Your material connection to the Company in all promotions, advertisements, and endorsements of ReviewPro. This means that consumers should easily understand that You may receive a Commission if they purchase ReviewPro through Your Affiliate Link. Disclosures must comply with the Federal Trade Commission's ("FTC") Endorsement Guides and any other applicable advertising regulations. Your disclosures should be:

- **Clear and Conspicuous:** Easy to see, read, and understand. Not hidden in fine print, buried in unrelated text, or placed where consumers are unlikely to notice it (e.g., only on an "About Us" or "Legal" page).
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- **Prominent:** The font size should be readable, and the disclosure should be placed near the relevant claim or affiliate link.
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- **Understandable:** Use simple language that the average consumer can comprehend. Avoid jargon.
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- **Appropriate for the Medium:** The disclosure method should suit the platform (e.g., text in blog posts, verbal and text in videos, hashtags like #Ad or #Sponsored on social media if sufficient and clear). Examples of acceptable disclosure language include: "As a ReviewPro Partner, I earn from qualifying purchases," "This post contains affiliate links, and I may receive a commission if you click a link and purchase something," "#Ad," "I may earn a commission if you purchase through this link," or a more detailed statement.
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While the Company may provide examples or guidance on FTC disclosures, the ultimate responsibility for compliance rests with You. Failure to comply with FTC disclosure requirements is a material breach of this Agreement and may result in immediate termination and forfeiture of Commissions. It is important to recognize that regulatory bodies like the FTC hold both the affiliate and the company potentially liable for non-compliant advertising. Therefore, the Company has a vested interest in Your compliance and may monitor promotional activities. Proactive measures by the Company, such as providing educational resources on FTC guidelines, are intended to facilitate Your compliance but do not absolve You of Your primary responsibility.

E. Confidentiality of Client and Company Information

You acknowledge that in the course of Your participation in the Program, You may have access to Confidential Information belonging to the Company or its Clients (as further defined in Section

X). This includes any client logos, specific client information, or details learned through Your association with ReviewPro, which must be held private and protected under law [User Query]. You agree to maintain the strict confidentiality of such information and not to use it for any purpose other than as expressly permitted by this Agreement.

F. Approval for Live Events and Logo Use (Operational Detail)

Should You wish to promote ReviewPro at live events (e.g., trade shows, conferences, seminars) or use Company logos or other Company IP in any offline materials or in ways not explicitly covered by standard online marketing materials provided by the Company, You must obtain prior written approval from the Company. Approval requests must be submitted via email to support@myreviewpro.ai. Requests should be submitted at least forty-eight (48) hours prior to the event or intended use, with a recommended submission time of at least seven (7) business days to allow adequate time for review. The Company reserves the right to grant or deny such approval in its sole discretion [User Query].

G. No Misleading Claims or Unsubstantiated Statements

You shall not make any false, misleading, deceptive, or unsubstantiated claims regarding the ReviewPro Platform, its features, benefits, or the potential results Clients may achieve. All promotional statements must be truthful, accurate, and based on factual information. You are prohibited from creating or distributing content that guarantees specific outcomes or misrepresents the capabilities of the Product.

H. Data Protection (Affiliate's Own Data Collection)

If, in the course of Your independent promotional activities, You collect personal data from individuals (e.g., building Your own email list of potential leads before they click Your Affiliate Link), You are solely responsible for ensuring such collection, use, and storage complies with all applicable data protection laws (e.g., CAN-SPAM, GDPR if targeting EU individuals, CCPA/CPRA if targeting California residents). This obligation is separate from and in addition to the Company's privacy practices regarding information collected directly by the Company from Clients or from You as an Affiliate (which are covered in the ReviewPro Client Privacy Policy and the ReviewPro Affiliate/Partner Privacy Policy, respectively).

V. Company Obligations

A. Provision of Affiliate Links and Marketing Materials

Upon Your acceptance into the Program, the Company will provide You with a unique Affiliate Link designed to track referrals originating from Your promotional efforts. The Company may also, at its discretion, make available a range of marketing materials, such as banners, text links, logos, and product descriptions, to assist You in promoting ReviewPro.

B. Tracking of Sales

The Company will employ commercially reasonable efforts to accurately track sales of ReviewPro subscriptions made to new Clients that result directly from Your valid Affiliate Link or from Manual Entries approved by the Company. The primary tracking mechanism will be the Affiliate Link. The Company currently utilizes the High Level CRM platform for its solution, and tracking will be managed through this system or its designated successor; the Company is an agency licensee of High Level CRM and is not otherwise affiliated with or related to High Level [User Query].

You will typically be provided with access to an online dashboard where You can view reports of Your referrals and estimated earned Commissions. However, the Company shall not be liable for any failure to pay Commissions resulting from Your incorrect use of the Affiliate Link, failure to properly format links, or failure to provide accurate and timely information for Manual Entry requests. While the Company commits to maintaining a functional tracking system, no system is infallible, and external factors or Affiliate error can impact tracking accuracy. The Company's tracking records shall be the sole, authoritative basis for calculating Commissions.

C. Support

The Company will provide reasonable support to You regarding the Program and Your participation. Support inquiries should be directed to support@myreviewpro.ai or through other channels as the Company may designate.

VI. Commission Structure and Payment

A. Commission Rates and Calculation

You will be eligible to earn Commissions, also referred to as Rewards, based on the sale of ReviewPro subscriptions to qualified new Clients who are referred through Your valid Affiliate Link or an approved Manual Entry. The specific Commission rates, structure (e.g., percentage of Net Revenue, fixed amount per sale), and any tiered incentives will be detailed in the "Commission Schedule," which is provided to You upon acceptance into the Program (e.g., via Your affiliate dashboard or a separate communication) and is incorporated by reference into this Agreement. The Company reserves the right to modify the Commission Schedule from time to time, with notice as provided in Section XVI.H (Amendments).

Commissions are ongoing for the life of the Client, meaning You will continue to earn commissions on recurring subscription payments made by Clients You referred, for as long as the Client remains an active, paying subscriber and Your Agreement with the Company remains in effect and in good standing [User Query].

Utilizing a Commission Schedule appendix or a dynamically updated online resource for commission rates, rather than hardcoding them into this core Agreement, provides necessary operational flexibility. This allows the Company to adapt its commission offerings to market conditions or program strategies without requiring a formal amendment to the entire legal document for each change. Affiliates will be notified of changes to the Commission Schedule as per the "Amendments" clause, ensuring transparency.

B. Conditions for Earning Commissions

Commissions are earned only under the following conditions:

1. The sale is made to a new Client who has not previously been a customer of ReviewPro.
2. The Client was directly referred through Your unique Affiliate Link, which was the last click prior to purchase (see Section VII for attribution details), or through a Manual Entry explicitly approved by the Company.
3. The Company has received full and final payment from the Client for the relevant subscription period. **No Commission shall be due or payable on any transaction for which the Company has not received full payment from the Client.** This includes instances of non-payment, declined payments, or payments that are subsequently reversed [User Query].
4. Commissions will not be paid on sales that are refunded to the Client, subject to a chargeback, or determined by the Company, in its sole discretion, to be fraudulent, abusive, or in violation of this Agreement. Any Commissions already paid on such transactions must be repaid to the Company or will be offset against future earnings.
- 5.
6. You must be in compliance with all terms of this Agreement at the time the Commission is earned and at the time of payout.

C. Manual Entry Process for Sales

In exceptional circumstances where a Client subscribes to ReviewPro as a direct result of Your efforts but without using Your Affiliate Link (e.g., due to technical issues or specific offline referral scenarios), You may request a Manual Entry for commission credit. To qualify for a Manual Entry, You must submit a request via email to support@myreviewpro.ai **prior to the Net-15 payout date** for the period in which the sale occurred. The request must include, at a minimum: the Client's full name, email address, phone number, and the exact date of the sale [User Query]. The Company reserves the right to investigate and verify each Manual Entry request and to approve or deny such requests in its sole discretion. Approval may depend on factors such as evidence of Your direct involvement in the sale and confirmation from the Client.

D. Payout Schedule and Method

Commissions earned and validated will be paid on a **Net-15 basis** [User Query]. This means that validated Commissions for a given calendar month (or other defined payment period) will be paid approximately fifteen (15) days after the end of that month. For example, commissions earned and validated in January would be paid around February 15th. The exact payment period and validation process will be further detailed in Your affiliate dashboard or the Commission Schedule.

Payments will be made automatically to the payment account You select and configure in Your affiliate dashboard (e.g., PayPal, bank transfer) [User Query]. You are responsible for providing and maintaining accurate and complete payment information. The Company shall not be liable

for any lost or misdirected payments due to incorrect or outdated payment information provided by You.

A minimum Payout Threshold may apply, as specified in the Commission Schedule or Your affiliate dashboard. If Your accrued Commissions for a payment period are below this threshold, the amount will be rolled over to the next payment period until the threshold is met.

You are solely responsible for the payment of all applicable taxes on the Commissions You earn. The Company may be required to issue IRS Form 1099 or other tax documentation as required by law and may request necessary tax information from You for this purpose.

E. Disputed Payments

If You believe there is a discrepancy in a Commission payment You have received, You must notify the Company in writing (e.g., via email to support@myreviewpro.ai) within thirty (30) days of the payment date, providing specific details of the disputed amount and the reasons for the dispute. The Company will investigate good faith disputes in a timely manner. The Company's records and tracking data will be the primary basis for resolving such disputes, and the Company's final decision regarding any disputed payment shall be binding.

VII. Tracking and Attribution

A. Methodology for Tracking Sales

The primary method for tracking sales and attributing them to You will be through the use of Your unique Affiliate Link. When a prospective Client clicks on Your Affiliate Link, a cookie is typically placed on their browser. This cookie allows the Company's tracking system to identify You as the referring Affiliate if that Client subsequently subscribes to ReviewPro within the cookie's duration period.

The standard cookie duration (e.g., 30, 60, or 90 days) will be specified in Your affiliate dashboard or the Commission Schedule. The attribution model used is generally "last click," meaning that if a Client clicks on links from multiple Affiliates, the Affiliate whose link was clicked last before the purchase will receive credit for the sale. This transparency in tracking methodology, including cookie duration and attribution model, is intended to build trust and provide clarity on how referrals are credited.

The Company's internal tracking system, currently managed via High Level CRM or its successor, shall be the definitive and authoritative source for determining all Commission-eligible sales and for attributing referrals.

B. Manual Attribution

Manual attribution for sales not tracked via the Affiliate Link is subject to the conditions and approval process outlined in Section VI.C. It is Your responsibility to ensure proper use of Your Affiliate Link to minimize the need for manual attribution requests.

VIII. Term and Termination

A. Duration of the Agreement (Term)

This Agreement shall commence upon the Company's acceptance of Your application to the Program and shall continue in effect until terminated by either party in accordance with the provisions of this Section VIII.

B. Termination by Affiliate/Partner

You may terminate this Agreement at any time, with or without cause, by providing written notice to the Company. Such notice can be sent via email to support@myreviewpro.ai or through any termination mechanism provided within Your affiliate dashboard. Termination will be effective upon the Company's acknowledgment of receipt or as otherwise specified in the termination process.

C. Termination by The Aetherium Group LLC

The Company may terminate this Agreement and/or Your participation in the Program at any time, with or without cause, by providing written notice to You at the email address associated with Your affiliate account.

Furthermore, and notwithstanding any other provision, **the Company reserves the unequivocal right to terminate this Agreement or Your participation in the Program, and to cease the payment of any future Commissions, immediately and without prior notice, if the Company, in its sole and absolute discretion, determines that Your continued participation in the Program poses any risk (financial, reputational, operational, or otherwise) to the Company's business, brand, reputation, or its relationships with Clients or other third parties, or if there is any internal or external factor, event, or circumstance that, in the Company's sole judgment, negatively impacts or could reasonably be anticipated to negatively impact the affiliate relationship, the Program, or the Company's interests.** This broad termination right is essential for the Company to swiftly address situations that could cause disruption or harm [User Query].

In addition to the foregoing, the Company may terminate this Agreement for cause, which includes, but is not limited to:

- Any breach of the terms or conditions of this Agreement, including the incorporated Privacy Policy or Commission Schedule.
- Engagement in any Prohibited Activities as outlined in Section IV.B or elsewhere herein.
- Any fraudulent, deceptive, or illegal activity in connection with Your promotion of ReviewPro or Your participation in the Program.
- Failure to comply with FTC disclosure requirements or other applicable laws.
- Misuse or unauthorized use of Company IP.
- Representing the Company or ReviewPro in a false, misleading, or derogatory manner.

- A sustained period of inactivity (e.g., no qualified referrals generated for a period of six (6) consecutive months, or as otherwise defined by the Company).
- Violation of confidentiality obligations.
- Any action that, in the Company's reasonable opinion, brings the Company or ReviewPro into disrepute.

While the Company possesses broad termination rights, including for convenience, the inclusion of specific, objective grounds for termination provides clarity and a framework for addressing non-compliance. This approach balances the Company's need for flexibility with legal prudence, particularly concerning the cessation of commission payments.

D. Effect of Termination

Upon the termination of this Agreement, for any reason:

1. Your license to use Company IP shall immediately cease, and You must promptly remove all Affiliate Links, banners, logos, and any other promotional materials related to ReviewPro from Your websites, social media, and all other marketing channels.
- 2.
3. You will be entitled to receive any unpaid Commissions that were legitimately earned on or before the effective date of termination, provided that such Commissions were earned in full compliance with this Agreement, are not subject to forfeiture due to breach, and the corresponding Client payments have been received and retained by the Company.
- 4.
5. No Commissions will be earned or paid for any sales or Client activity occurring after the effective date of termination. The "ongoing for the life of the client" commission structure ceases upon termination of Your participation in the Program.
6. Your access to the affiliate dashboard and Program resources may be revoked.
7. All obligations related to Confidential Information (Section X), Indemnification (Section XII), Limitation of Liability (Section XIII), and any other provisions that by their nature should survive termination, shall continue in full force and effect.
8. You shall, upon Company request, return or destroy (and certify such destruction) any Confidential Information of the Company in Your possession or control.

Clarity regarding the payment of legitimately earned pre-termination commissions is important to mitigate potential claims of unfair forfeiture, especially when broad termination rights are invoked. The cessation of "revenue share" or ongoing commissions post-termination is a standard consequence.

IX. Intellectual Property Rights

A. Ownership

You acknowledge and agree that the Company is the sole and exclusive owner of all rights, title, and interest in and to all Intellectual Property associated with the ReviewPro Platform, its brand, logos, trademarks, service marks, trade names, copyrighted content, marketing materials,

software, and any other proprietary technology or information provided or made available to You in connection with the Program ("Company IP"). This Agreement does not grant You any ownership rights, title, or interest in or to any Company IP.

B. Limited License to Use

Subject to Your full compliance with the terms of this Agreement, the Company grants You, during the Term of this Agreement, a limited, non-exclusive, non-transferable, non-sublicensable, revocable license to use specific Company IP (such as approved logos, banners, and text links) solely for the purpose of promoting the ReviewPro Platform as an Affiliate/Partner in the Program and in strict accordance with any branding guidelines issued by the Company.

C. Restrictions on Use

You shall not:

1. Modify, alter, adapt, translate, or create derivative works from any Company IP without the prior express written consent of the Company.
2. Use Company IP in any manner that is misleading, defamatory, libelous, obscene, or otherwise objectionable, or that disparages the Company, ReviewPro, or its services.
3. Use Company IP in connection with any illegal activities or in violation of any applicable laws or regulations.
4. Register or use any domain names, social media handles, keywords in paid advertising campaigns (e.g., Google Ads), or other identifiers that are identical or confusingly similar to any Company IP, or that could imply an official endorsement or ownership by You, beyond the scope of Your role as an Affiliate. Specifically, bidding on the Company's branded keywords (e.g., "ReviewPro," "The Aetherium Group") in pay-per-click (PPC) advertising campaigns may be strictly prohibited or subject to specific restrictions outlined by the Company.
- 5.
6. Challenge the Company's ownership or rights in the Company IP. All goodwill associated with Your use of Company IP shall inure exclusively to the benefit of the Company.

X. Confidentiality

A. Definition of Confidential Information

"Confidential Information" shall include all non-public information disclosed by the Company to You, or which You may otherwise obtain or access in connection with Your participation in the Program, whether orally, visually, in writing, or in any other tangible or intangible form.

Confidential Information includes, but is not limited to:

1. **Client Information:** Any personal or business information related to existing or prospective Clients of ReviewPro, including names, contact details, usage data, financial information, and any client logos or proprietary materials [User Query].

2. **Company Business Information:** Business plans, financial data, product roadmaps, software architecture and code, unreleased product features or services, pricing strategies, marketing plans, operational procedures, and employee information.
3. **Program Information:** Specific terms of this Agreement (unless publicly disclosed by the Company), commission structures not publicly available, performance metrics of other affiliates (if inadvertently exposed), and any information expressly designated by the Company as "confidential" or "proprietary."
4. Any information which, by its nature or the circumstances of its disclosure, ought reasonably to be understood as confidential.
- 5.

B. Obligations of Non-Disclosure and Non-Use

You agree to:

1. Hold all Confidential Information in strict confidence and take all reasonable precautions to protect its confidentiality, using at least the same degree of care that You use to protect Your own confidential information of a similar nature, but in no event less than a reasonable degree of care.
2. Not disclose any Confidential Information to any third party without the prior express written consent of the Company.
3. Not use any Confidential Information for any purpose other than as strictly necessary to perform Your obligations and exercise Your rights under this Agreement (i.e., promoting ReviewPro).
- 4.

C. Exclusions from Confidential Information

The obligations of confidentiality shall not apply to information that You can demonstrate:

1. Was publicly known and made generally available in the public domain prior to the time of disclosure to You by the Company, and not as a result of any action or inaction by You.
2. Was already in Your lawful possession prior to the disclosure by the Company, without any obligation of confidentiality.
3. Was obtained by You from a third party lawfully in possession of such information and without any obligation of confidentiality.
4. Was independently developed by You without reference to or use of the Company's Confidential Information.
5. Is required to be disclosed by law, regulation, or court order, provided that You give the Company prompt written notice of such requirement (to the extent legally permissible) prior to disclosure and provide reasonable assistance to the Company if it wishes to seek a protective order or other remedy.

D. Survival of Confidentiality Obligations

Your obligations of confidentiality under this Section X shall survive the termination or expiration of this Agreement for any reason, and shall continue for as long as the information remains confidential, or for a specified period (e.g., five years) for certain types of business information, with obligations regarding Client personal information potentially lasting indefinitely or as required by applicable privacy laws.

XI. Representations and Warranties

A. Mutual Representations and Warranties

Each party represents and warrants to the other that:

1. It has the full right, power, and authority to enter into this Agreement and to perform its obligations hereunder.
2. The execution of this Agreement by its representative has been duly authorized by all necessary corporate or organizational action.
3. This Agreement, when executed and delivered (or accepted electronically by You), will constitute a legal, valid, and binding obligation of such party, enforceable against such party in accordance with its terms.

B. Affiliate/Partner Representations and Warranties

You represent and warrant to the Company that:

1. All information You provided in Your application to the Program and have provided or will provide to the Company is and will be true, accurate, current, and complete.
2. Your website(s), promotional materials, and marketing practices do not and will not infringe upon or violate any intellectual property rights (e.g., copyrights, trademarks), privacy rights, publicity rights, or other rights of any third party.
3. You will comply with all applicable federal, state, and local laws, rules, and regulations in the performance of Your obligations and in all Your promotional activities under this Agreement, including but not limited to those concerning advertising, endorsements (FTC guidelines), email marketing (CAN-SPAM), data privacy, and consumer protection.
- 4.
5. You will not engage in any fraudulent, deceptive, misleading, or unethical practices in connection with the Program or the promotion of ReviewPro.
6. You have independently evaluated the desirability of participating in the Program and are not relying on any representation, guarantee, or statement other than as set forth in this Agreement.

XII. Indemnification

You agree to indemnify, defend, and hold harmless the Company, its parent company (if any), subsidiaries, affiliates, and their respective officers, directors, employees, agents, successors, and assigns (collectively, the "Company Indemnitees") from and against any and all claims, actions, suits, demands, liabilities, damages, losses, judgments, settlements, costs, and

expenses (including reasonable attorneys' fees and court costs) (collectively, "Claims") arising out of or in connection with:

1. Any breach by You of any representation, warranty, covenant, or obligation under this Agreement.
2. Your promotional activities or marketing practices, including but not limited to any false advertising, misrepresentations, or unauthorized claims made by You regarding ReviewPro.
3. Any infringement or alleged infringement of any third-party intellectual property right or other proprietary right resulting from Your promotional materials or activities (excluding materials provided directly by the Company and used by You without modification).
4. Your negligence, willful misconduct, or fraudulent activity.
5. Your failure to comply with any applicable laws, rules, or regulations, including but not limited to FTC Endorsement Guidelines, data privacy laws, or consumer protection statutes.
6. Any personal injury (including death) or property damage caused by Your acts or omissions.

This indemnification obligation is a critical component for protecting the Company from liabilities that may arise due to Your actions as an independent contractor. By making You financially responsible for the consequences of Your non-compliance or misconduct, this clause serves as a strong deterrent against prohibited activities and ensures that the Company can recover costs incurred in defending against or settling claims stemming from Your behavior. The scope of this clause is intentionally broad to cover legal costs and direct damages, aiming to make the Company whole in such events. The Company shall provide You with prompt written notice of any Claim for which indemnification is sought, provided that failure to give prompt notice shall not relieve You of Your obligations hereunder except to the extent that You are materially prejudiced by such failure. The Company shall have the right to control the defense of any such Claim with counsel of its choosing, and You agree to cooperate fully in such defense.

XIII. Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL THE COMPANY OR ITS AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, OR SUPPLIERS BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS, LOSS OF GOODWILL, BUSINESS INTERRUPTION, LOSS OF DATA, OR COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES) ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, YOUR PARTICIPATION IN THE PROGRAM, OR THE USE OF OR INABILITY TO USE THE ReviewPro PLATFORM, EVEN IF THE COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND REGARDLESS OF THE THEORY OF LIABILITY (WHETHER IN CONTRACT, TORT, STRICT LIABILITY, STATUTE, OR OTHERWISE).

THE COMPANY'S TOTAL AGGREGATE LIABILITY TO YOU FOR ALL CLAIMS OF ANY KIND ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE PROGRAM, WHETHER IN CONTRACT, TORT, OR OTHERWISE, SHALL NOT EXCEED THE TOTAL AMOUNT OF VALIDATED AND UNPAID COMMISSIONS PAID OR PAYABLE BY THE COMPANY TO YOU DURING THE THREE (3) MONTH PERIOD IMMEDIATELY PRECEDING THE DATE ON WHICH THE EVENT GIVING RISE TO THE LATEST CLAIM OCCURRED.

These limitations of liability are fundamental elements of the basis of the bargain between You and the Company. The cap on direct damages (e.g., commissions paid in a recent period) is intended to be a reasonable and quantifiable limit on the Company's exposure, reflecting the direct economic benefit You have received from the relationship. It is crucial that this clause is clear and not deemed unconscionable to ensure its enforceability. The exclusion of indirect and consequential damages is a standard practice in commercial agreements to manage risk. You acknowledge and agree that You have entered into this Agreement in reliance upon the limitations of liability set forth herein and that the same form an essential basis of the bargain between the parties.

XIV. Legal Compliance and Disclosures (Reiteration/Focus)

This section serves to re-emphasize Your overarching and continuous obligation to comply with all applicable laws and regulations in all jurisdictions where You operate or direct Your promotional activities. This includes, without limitation, strict adherence to the FTC's Endorsement Guidelines concerning clear and conspicuous disclosure of Your material connection to the Company, as detailed in Section IV.D. You acknowledge that legal requirements, particularly in areas like digital advertising and data privacy, are subject to change, and You are responsible for staying informed of and complying with such changes. The Company may, from time to time, update its own policies or provide guidance based on legal developments, and You agree to comply with any such reasonable updates or directives related to legal compliance within the Program.

XV. State-Specific Considerations (National Program)

A. General Compliance with State Laws

Given that this Program operates nationally within the USA, You agree to comply with all applicable federal, state, and local laws and regulations in the performance of this Agreement. This includes, but is not limited to, state-specific laws governing advertising, consumer protection (often known as Unfair and Deceptive Acts and Practices or "UDAP" statutes), and data privacy in all jurisdictions where You conduct Your promotional activities or target consumers. Many state UDAP statutes mirror FTC regulations but may offer additional consumer protections or private rights of action.

B. FTC Preemption and National Applicability

You acknowledge that the FTC's guidelines for endorsements and disclosures have national applicability and set a baseline standard for truthful and transparent advertising across the United States.

C. Fair Credit Reporting Act (FCRA) Affiliate Marketing Rule

The FCRA and its implementing regulations (including Regulation V, primarily enforced by the Consumer Financial Protection Bureau for non-motor vehicle dealers) impose certain requirements regarding the use of "eligibility information" received from an affiliate to make marketing solicitations to consumers, and the sharing of such information among corporate affiliates for marketing purposes. While the primary focus of this Agreement is on You referring Clients to the Company, You warrant that You will not provide any information to the Company that would cause the Company to be in violation of the FCRA or related regulations. If You are an entity covered by the FCRA, You are responsible for Your own compliance with its provisions. The Company will comply with applicable FCRA requirements if it uses eligibility information received from an affiliate (in the FCRA-defined sense) for marketing solicitations or shares such information among its own corporate affiliates (if any) for such purposes.

D. State Consumer Protection Laws

As mentioned, You must comply with all state-level UDAP statutes. These laws generally prohibit unfair or deceptive trade practices and often have broad applicability to advertising and marketing.

E. Sales Tax Nexus (Awareness)

You understand and acknowledge that Your activities as an Affiliate/Partner in certain states *could* potentially create a requirement for the Company to collect and remit sales tax in those states ("sales tax nexus"). While You are generally not responsible for collecting sales tax on behalf of the Company for sales of ReviewPro, You agree to reasonably cooperate and provide the Company with necessary information if requested by the Company for its sales tax compliance purposes, should Your activities be relevant to a nexus determination. This is primarily the Company's tax obligation, but Your cooperation may be contractually required.

F. Florida Law (as Governing Law)

If Florida law is chosen as the governing law for this Agreement (as anticipated in Section XVI.A), then standard Florida contract law principles will apply to its interpretation and enforcement. While specific Florida statutes regarding "affiliates" in public contracting or utility regulation contexts exist, they are generally not directly applicable to this private commercial affiliate marketing agreement between the Company and independent marketing Affiliates.

XVI. General Provisions

A. Governing Law

This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the internal laws of the State of Florida, USA, without giving effect to any choice or conflict of law provision or rule that would cause the application of the laws of any jurisdiction other than those of the State of Florida. The Company's principal place of business is in Florida, making it a logical choice for governing law.

B. Dispute Resolution

The parties agree to attempt to resolve any dispute, claim, or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation, or validity thereof, including the determination of the scope or applicability of this agreement to arbitrate, through good faith negotiation.

1. **Negotiation:** Either party may initiate negotiations by providing written notice to the other party. The parties agree to meet (in person or virtually) and confer in good faith to attempt to resolve the dispute.
2. **Mediation:** If the dispute cannot be resolved through negotiation within thirty (30) days of the initial notice, the parties agree to endeavor to settle the dispute by mediation administered by a mutually agreed-upon mediator in Tampa, Florida, before resorting to arbitration. The costs of mediation shall be shared equally between the parties.
3. **Binding Arbitration:** If mediation is unsuccessful, any unresolved dispute, claim, or controversy arising out of or relating to this Agreement shall be settled by binding arbitration administered by the American Arbitration Association (AAA) in accordance with its Commercial Arbitration Rules. The arbitration shall take place in Tampa, Florida, before a single arbitrator. The language of the arbitration shall be English. Judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. This arbitration provision is intended to provide a faster and potentially less expensive alternative to litigation.
- 4.
5. **Injunctive Relief:** Notwithstanding the foregoing, nothing in this Section shall prevent the Company from seeking injunctive or other equitable relief from a court of competent jurisdiction to protect its Intellectual Property rights or Confidential Information, or to prevent or stop a breach of this Agreement that is causing or threatens to cause irreparable harm.

C. Entire Agreement

This Agreement, including the ReviewPro Affiliate/Partner Privacy Policy, the Commission Schedule, and any other schedules, appendices, or policies expressly incorporated herein by reference, constitutes the entire agreement between the Company and You with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements, understandings, negotiations, proposals, representations, and communications, whether oral or written, between the parties relating to the same. No other terms, conditions, representations,

warranties, or covenants shall be binding upon the parties unless specifically set forth herein or in a duly executed written amendment hereto.

D. Severability

If any term or provision of this Agreement is found by a court of competent jurisdiction to be invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal, or unenforceable, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

E. Force Majeure

Neither party shall be liable or responsible to the other party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement (except for any obligations to make payments to the other party hereunder), when and to the extent such failure or delay is caused by or results from acts beyond the impacted party's ("Impacted Party") reasonable control, including, without limitation, the following force majeure events ("Force Majeure Events"): (a) acts of God; (b) flood, fire, earthquake, or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest; (d) government order, law, or actions; (e) embargoes or blockades in effect on or after the date of this Agreement; (f) national or regional emergency; (g) strikes, labor stoppages or slowdowns, or other industrial disturbances; (h) pandemic or epidemic; (i) shortage of adequate power or telecommunications facilities or internet disruptions not caused by the Impacted Party; and (j) other similar events beyond the reasonable control of the Impacted Party. The Impacted Party shall give notice within a reasonable time of the Force Majeure Event to the other party, stating the period of time the occurrence is expected to continue.

F. Notices

All notices, requests, consents, claims, demands, waivers, and other communications hereunder (each, a "Notice") shall be in writing and addressed to the parties at the addresses set forth below (or to such other address that may be designated by the receiving party from time to time in accordance with this section).

If to Company: The Aetherium Group LLC Attn: Affiliate Program Management 610 E. Zack St Suite 110 Tampa, FL 33602 Email: support@myreviewpro.ai (or other email address designated by Company for Program notices)

If to Affiliate/Partner: To the email address and/or physical address provided by You in Your Program application or as subsequently updated by You in Your affiliate dashboard or by written Notice to the Company. It is Your responsibility to keep Your contact information current.

Notices shall be deemed effectively given: (a) when received, if delivered by hand (with written confirmation of receipt); (b) when received, if sent by a nationally recognized overnight courier (receipt requested); (c) on the fifth business day after the date mailed, if mailed by certified or registered mail, return receipt requested, postage prepaid; or (d) on the date sent by email (with confirmation of transmission or if no bounce-back message is received within 24 hours), if sent during the recipient's normal business hours, and on the next business day, if sent after normal business hours. Email is an acceptable method for many operational communications, including those specified by the User.

G. Relationship of Parties

You and the Company are independent contractors, and nothing in this Agreement shall be construed to create any partnership, joint venture, agency, franchise, sales representative, employment, or fiduciary relationship between the parties. You shall have no authority to make or accept any offers, representations, warranties, or commitments on behalf of the Company. You will not make any statement, whether on Your site(s) or otherwise, that reasonably would contradict anything in this section. This independent contractor status is critical for tax, liability, and operational purposes, ensuring that You are responsible for Your own business operations and tax obligations.

H. Amendments

The Company reserves the right to amend, modify, or supplement this Agreement (including the Commission Schedule and the Affiliate/Partner Privacy Policy) at any time in its sole discretion. The Company will provide You with notice of any material changes to this Agreement. Such notice may be provided by sending an email to the address associated with Your affiliate account, by posting a notification in Your affiliate dashboard, or by other reasonable means. The notice will typically specify the effective date of the changes.

Your continued participation in the Program after the effective date of such changes will constitute Your conclusive acceptance of the amended Agreement. If You do not agree to the changes, Your sole and exclusive remedy is to terminate this Agreement in accordance with Section VIII.B. It is Your responsibility to review any notices of amendments.

I. No Waiver

No failure by either party to exercise, and no delay in exercising, any right, remedy, power, or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege. A waiver of any term or condition must be in writing and signed by the party granting the waiver.

J. Assignment

You may not assign, transfer, delegate, or subcontract any of Your rights or obligations under this Agreement, whether by operation of law or otherwise, without the prior express written

consent of the Company. Any purported assignment or delegation in violation of this section shall be null and void. The Company may freely assign or transfer this Agreement or any of its rights or obligations hereunder, in whole or in part, without Your consent, in connection with a merger, acquisition, consolidation, reorganization, or sale of all or substantially all of its assets or equity related to the ReviewPro Platform, or to any affiliate. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective permitted successors and assigns.

K. Headings

The headings in this Agreement are for reference only and shall not affect the interpretation of this Agreement.