

AFFILIATE PROGRAM AGREEMENT



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This is the Affiliate Agreement (this “Agreement”) between Zenwork Inc. (“Company” or “we” or “our”) and you or the entity you represent as our affiliate (the “Partner”).

By enrolling in this Affiliate Program (“Program”), the Partner is agreeing and it represents that:

- (1) The Partner has read, understand, and agree to be bound by the terms of this agreement, and
- (2) The Partner has the authority to enter into this agreement on behalf of yourself or the entity you represent and that is participating in the Program, and to bind yourself or that entity to this agreement.

1. Eligibility

- 1.1. To be eligible to register for the Program, the Partner must review and accept the terms and conditions which are incorporated herein. This Agreement contains the complete terms and conditions that apply to the Partner when becomes an affiliate in the Program.
- 1.2. We may refuse and/or not accept any applicant at our sole discretion. To register as a member of our Program the Partner must complete the registration process on the Platform of PartnerStack (“the Platform”). Registration to the Platform is necessary even if the Partner doesn’t make use of our services, solely in order to be able to become our Affiliate and participate in our Program. Zenwork reserves the right to reject any application at its sole discretion. By registering for and enrolling in this program, the Partner acknowledges and agrees to be bound by the terms and conditions of Zenwork, as well as the terms and conditions set forth by PartnerStack. The Partner confirms that it has reviewed and understand these terms, and agrees to comply with all obligations and requirements therein. Failure to adhere to these terms may result in the suspension or termination of the Partner's participation in the Affiliate Program.
- 1.3. Unless prospective Partner received a clear written notice from Zenwork confirming its participation in the Program, it shall not be deemed to be part of the Program and Partner’s participation in the Program shall only be final and binding if Partner has accepted the terms of this Agreement via the registration process.
- 1.4. To permit accurate tracking, reporting, and Partner’s commission accrual, the Company will provide Partner with a specific Affiliate Link.
- 1.5. The Partner will only be eligible for a Commission payment for any Customer Transactions that derived from Affiliate Leads generated by the Affiliate Link that we make available to the Partner and are accepted by the Company. An Affiliate Lead will be considered valid and accepted if, in our reasonable determination: (i) it is a new potential customer of ours. Notwithstanding the foregoing, we may choose not to accept an Affiliate Lead in our reasonable discretion.

- 1.6. An Affiliate Lead/referral link must be valid in accordance with the terms of this Agreement.
- 1.7. If a user does not purchase the Subscription/Service within the 90 days of their first click on the Affiliate Link, the Partner will not be eligible for a Commission payment, even if the user decides to purchase after the time period has expired.
- 1.8. The partner will not be eligible to receive commission if the commission payment has been obtained by fraudulent means, misuse of the Affiliate Link, in violation of any Partner Program Policies that we make available to you or by any other means that we deem to breach the spirit of the Partner/Affiliate Program.
- 1.9. We may discontinue commission payments should any of the eligibility criteria set forth in this subsection fail to be met at any time.

2. Affiliate Relationship and Obligations

2.1 In order to participate in the Program, the Partner declare that:

- a) The Partner is either a legal entity (business) that has been lawfully registered in its jurisdiction and that owns lawful tax credentials in its jurisdiction and can issue lawful invoicing documents or a natural person who owns lawful tax credential in its jurisdiction. In both cases Partner should have full contracting and legal capacity. The Partner bears the responsibility to declare whether it acts on behalf of a business or a natural person.
- b) The Partner's business or yourself (if natural person) is the owner or has the lawful license to operate the website that will participate in the Program.
- c) If a business the Partner act as the legal representative and/or have the legal power to represent the business that will participate in the Program
- d) The Partner's website is not a parked domain nor a webpage without any content (or with any unlawful content) and/or does not contain (nor shall it contain in the future) any of the forbidden content and activities referred to in the Zenwork Terms of Service.
- e) The Partner shall use its best endeavours to promote and market the Company in accordance with the terms of this Agreements subject to other requirements as the Company may from time to time impose and provide to Partner.
- f) The Partner may not use the Ads and the Company Brands, contained therewith in a manner that, at the Company's sole discretion, is disparaging or otherwise portrays the Company in a negative light.
- g) PARTNER WILL BE SOLELY RESPONSIBLE FOR THE CONTENT AND MANNER OF ITS MARKETING ACTIVITIES. ALL MARKETING ACTIVITIES MUST BE PROFESSIONAL, PROPER AND LAWFUL UNDER APPLICABLE RULES OR LAWS.
- h) Partner will utilise the Affiliate link properly and it is not authorized to alter, modify or change any of the Affiliate Link or Tracking Mechanism. The Company will not be held liable to the Partner with respect to any failure by Partner to use such Affiliate Link and/or Tracking Mechanism. The Company will not be responsible for errors which may occur in the tracking of transactions for any reason beyond its control, including, if the Partner has made or caused any such modification to the Affiliate Link and/or Tracking

Mechanism. For the avoidance of doubt, Partner will use the Affiliate Link or Tracking Mechanism, only for the purposes of the Program. Any other use of the Affiliate Link and/or Tracking Mechanism will be considered void and shall be deemed as breaching this Agreement and will not entitle Partner to the commission, which is based on such unauthorized use.

2.2 By submitting the application by the Partner to us, the Partner lawfully declares that:

- a) All the data in the application submitted by the Partner are true and accurate and correspond to the Partner, Partner's business and Partner's website;
- b) The Partner have read, understood and accepted the present terms and conditions (otherwise the Partner must refrain from submitting the application);

2.3 The Partner acknowledge that all the above representations (in articles 2.1. and 2.2.) are an absolute prerequisite for the Partner's participation to the Program. In case that any of the above is untrue, false or inaccurate, we shall have the right to terminate and ban the Partner from the Program for cause (in this case no commission will be payable to the Partner and/or we reserve the right to exercise any further claim we might have against the Partner.

2.4 We may refuse the Partner's application and/or terminate the Partner from the Program for cause as described previously in article 2.3 if we find out, or have reasonable indications that the Partner's site is unsuitable for the Program, including (but not limited to) if it:

- i) Promotes and or contains sexually explicit materials and/or content.
- ii) Promotes violence and/or terrorism.
- iii) Infringes any rights of children or minors.
- iv) Promotes discrimination based on race, sex, religion, nationality, disability, sexual orientation, or age.
- v) Promotes, incorporates, and/or contains illegal activities and/or content of any type.
- vi) Incorporates any materials or procedures which infringe (or are likely to infringe) or assist others to infringe on any copyright, trademark or other intellectual property rights or to violate the law.
- vii) Includes "Zenwork" and/or "Compliancely" or variations or misspellings thereof in its domain name. The affiliates should not use the word "scam" or similar negative words, for negative publicity. The Partner agrees to refrain from any actions or statements that may harm the reputation of Zenwork, its products, or services. This includes, but is not limited to, negative publicity, public criticism, negative reviews, or any form of disparagement etc.
- viii) Is otherwise in any way unlawful, harmful, threatening, defamatory, obscene, harassing, or racially, ethnically or otherwise objectionable to us in our sole discretion.
- ix) Contains software downloads that potentially enable diversions of commission from other affiliates in our program.
- x) The Partner may not create or design its website or any other website that the Partner operates, explicitly or implied in a manner which resembles our website nor design its website in a manner which leads customers to believe the Partner is and/or has any association with the Compliancely terms of service, compliancely.com or any other affiliated business.

- 2.5 As soon as we accept the application of the Partner, the Partner will create an account profile with the use of its unique username and password. The Partner has the obligation to keep safe and secret its password at all times and to inform us immediately in case of loss, disclosure or unauthorized use of its password and/or its account profile. Any act or omission in the Platform with the use of its unique username and its secret password will be interpreted as action or omission of the Partner. Through the Partner's account Platform it will have access to the account manager assigned following successful application ("an Account Manager"). Here the Partner will be able to review our Program's details, download HTML code (that provides the links to web pages within compliancelly.com website) and banner creatives, browse and get tracking codes for our Platform. In order for us to accurately keep track of all guest visits from Partner's site to us, the Partner must use the HTML code that we provide for each banner, text link, or other affiliate link we provide with the Partner otherwise we cannot guarantee that the Program will run correctly without errors.
- 2.6 We reserve the right to create the banners at our sole discretion and to add, remove or replace content at any time. Also, Zenwork reserves the right, at any time, to review Partner's placement and approve the use of Partner's Links as well as require that the Partner change the placement or use and/or comply with the guidelines provided to the Partner. The maintenance and update of the Partner's site will be the responsibility of the Partner. It is also entirely the responsibility of the Partner to follow all applicable intellectual property, consumer protection, data protection (as further analyzed in articles 6-8 below) as well as any other laws that pertain to the website and the business of the Partner. **The Partner understands and acknowledges that we are and remain throughout the term of the Program two distinct and separated business entities, each one of which being responsible for its own business and ventures and we have no other association or co-operation but the one related to the present Program. In addition, if the Partner is a natural person then no employment or other work relationship is established between us.**
- 2.7 We have the right (but we are under no obligation) to monitor the website of the Partner at any time in order to determine if the Partner is compliant to the terms and conditions of the present Agreement as well as in order to make sure that the links and references to our website are corresponding and are appropriate to the Program. In this context the Partner agrees that we may notify it, at our sole discretion, of any changes we think appropriate (or necessary) for the partner's website and to the links and/or references the Partner makes to us. If the Partner does not abide to our requests with the timeframe set, we reserve the right to terminate the participation of the Partner in the Program under the terms of article 3 below.
- 2.8 We reserve the right to assign part (or the whole of) the present Agreement and the Program to any third party who works with us for the execution of our Program. In addition, we can use any third party as our subcontractor for the execution of any (or all) processes and/or operations related to the Program.
- 2.9 In case that the Partner breaches any of the above warranties (contained in the present article 2), notwithstanding any other rights and/or claims we might have against the Partner, the Partner shall indemnify and hold us harmless against any and all actions, claims, demands for any damage or loss, costs, charges, proceedings and expenses (including legal fees), arising out of or in connection with, or incurred by reason of any infringement of any of the above.

3. Duration of the Agreement and Termination

- 3.1 The duration of the present Agreement begins upon our acceptance of the application of the Partner to the Program and is open ended; it shall continue unless terminated under the conditions set hereunder. In specific, we may end this Agreement AT ANY TIME, with or without cause, by giving the other party

written notice via email. We will contact at the email address of the Partner as provided in the application form (or any other alteration the Partner has submitted thereof). Termination is immediate upon receipt of the termination email (proof of delivery to the inbox of the recipient suffices). We reserve the right to set a termination deadline in our termination email at our sole discretion, otherwise termination is immediate. The Partner may terminate this Agreement at any time by providing thirty (30) days' written notice via email to the other party. The termination will be effective at the end of the notice period. The Partner can contact us at partners@compliancely.com. In case of termination for convenience, the commission of the Partner will be payable as set in 5.2. below.

- 3.2 Zenwork reserves the right to ban the Partner from the Program and to terminate this Agreement without prior notice if the Partner breaches any statutory or legal obligation in relation to the Program. In that case, notwithstanding any other right or claim that we might have against the Partner, the Partner shall not be entitled to payment of any pending commission. We also reserve our right to seek the return of any payment made for commissions the Partner has earned up until the termination of the Agreement (irrespective to when we found out about the breach). In addition, in case we terminate this Agreement for cause, the Partner (and Partner's business) are not entitled to register again in the Program (either for the same website or for any other website the Partner owns, uses or controls).
- 3.3 We reserve also our right to terminate the present Agreement and to ban the Partner from the Program with or without prior notice in case that the Program of the Partner remains inactive for more than 180 days.
- 3.4 We reserve further our right to terminate the Program in whole. In that case we shall inform all our Affiliate with a generic notification in our Platform (with or without deadline). In that case, we reserve our right to announce a gradual payment of any pending commissions to our Partners, deviating from article 5.2. below.
- 3.5 In any case of termination (with or without cause) the Partner must refrain immediately from any further link and/or other marketing or promotional activity related to Zenwork as an Affiliate. Also, the Partner must refrain immediately from using any trademark or other IPR material that is owned or associated with us as well as from using any confidential information that we have become aware of due to the participation of the Partner in the Program. The clause 3 survives the termination of the Agreement.

4. Modification

We may modify any of the terms and conditions of the Program and/or this Agreement at any time at our sole discretion. In that case the Partner shall be notified with a generic notification. Modifications may include, but are not limited to, changes in the payment procedures, in the participation prerequisites, in the rights or obligations etc. In case the Partner doesn't agree with any modification, It has the right to terminate the Agreement as provisioned in clause 3.1. Any changes will be applicable from the time set in the notification uploaded in the Platform.

5. Payment

- 5.1 The Partner shall receive a commission on a successful referral that operates as following:
- a) The Partner must have agreed to the terms of this Agreement.
 - b) The Partner has completed all steps necessary to create its account on the Platform in accordance with our directions.
 - c) The Partner must has a valid and up-to-date payment method in the Platform with such account.

- d) The Partner has completed any and all required tax documentation in order for the Platform to process any payments that may be owed to Partner.
- e) The user must purchase or subscribe our services within 90 days of the click on the referral click and **not** just the registration as a user on our Platform nor when the user remains inactive in the Platform.
- f) The Partner whose link is the first click to our Platform will earn a commission for any specific purchase or subscription made by that new user. This applies even if the user later visits our site through other Partner links or becomes a member via a different affiliate link. “The first click wins.” If a paid account is opened for the first time and the user purchases or subscribes within 90 days of that first click, the original Partner will receive the commission, provided they are still a member of the Program; otherwise, the next eligible Partner will receive it.
- g) Otherwise agreed in writing between the parties, the commission is calculated as per the terms of the Program.
- h) In case that our commission policy changes, new rates will be applicable to any purchase/subscription made after the new charges come in force (irrespective when the first click was initiated). In case that the Partner disagrees with the new commission policy the Partner can terminate our co-operation as provisioned in article 3.1. above. Payment will be made in US dollars.
- i) We reserve the right to refuse the payment of commission to those that do not comply or abide by the principles and provisions set in this Affiliate Program Agreement.

5.2 Commissions are calculated every month. In specific, we review the subscriptions/purchases conducted within the previous months in relation to the Partner. We both accept that the logs (track records) that PartnerStack keeps in the back office of Platform regarding the clicks from the referral of the Partner’s Affiliate Link are absolute proofs of whether the Partner has established the right to receive the commission set in the present Agreement. The Partner can visit its account in our Platform to have a real time view of the status of its Program. However, the Partner agrees that the data in the account of the Partner are only temporary and shall be finalized only with the final calculation and clearance. In any case, the Partner will be entitled to receive payment only for those users that have fully paid our remuneration for our services. Therefore, for any pending user’s payments, the Partner will receive commission in that month in which the payment was received from the user.

5.3 So, further to the previous process, we will send an email to the Partner with the commission that the Partner is entitled.

5.4 Payments are processed monthly via PartnerStack, with a 30-day holding period to account for cancellations. You can select your preferred payment method (PayPal, Stripe, direct deposit).

5.5 The Partner declares that the details of account provided for payment of commission are true and accurate and correspond to the business that is the owner and/or the lawful user of the website that the Partner has registered as our Affiliate. **Payment to that account relieves us from any liability of payment of the relevant commissions to the Partner. If we are so notified in writing by any party, we reserve the right to refuse further payment to that account.**

5.6 If the Partner must send us a valid invoice by email at partners@compliancely.com or by courier/express service to the following:

Zenwork Inc

Address: 1 E Center St, STE 250, Fayetteville, AR 72701

In the invoice the Partner must include (in addition to any other mandatory data) also the following data: i) Partner's Affiliate ID and ii) the month of the payment by the Partner.

We reserve the right to refuse/suspend payment until we receive a valid invoice; we can request from the Partner to resend us a new appropriate invoice if the initial invoice is not valid in our jurisdiction.

5.7 In any case whatsoever either a business or a natural person the Partner bears all the responsibility to abide by its tax rules and to comply with all relevant laws and obligations (as well as to receive any administrative or other license that might be required for the receipt of the commission for participation in the Program).

6. Program Restrictions

- 6.1 Partner is expressly prohibited from engaging in any pay-per-click ("PPC") advertising campaigns as part of the Program. This prohibition includes, but is not limited to, the use of paid search engine advertisements, sponsored links, or any other form of paid digital advertising that directs traffic to Partner's website or any other destination. Affiliate Leads must be directed solely to a legitimate and genuine page on Partner's website, and no redirects or paid advertising strategies that bypass this requirement are permitted.
- 6.2 Partner must not engage in any deceptive advertising practices that may cause violations of the FTC Act and the FTC's Endorsement Guides, including but not limited to, brand bidding affiliate marketing. Zenwork reserves the right to terminate this Agreement with a Partner who is engaged in or has previously engaged in such deceptive advertising practices and Zenwork shall not be held liable for the payment of fees and commission.
- 6.3 The Partner is free to promote its own websites, but any promotion that mentions Zenwork and/or Compliancely could be perceived by the public or the press as a joint effort. For that reason the Partner should take all reasonable effort to make sure that our companies remain always distinct and the Partner is not allowed to make any representation or undertake any other legal commitment on the name or on behalf of Zenwork. The Partner should know that certain forms of advertising are always prohibited by Zenwork. For example, advertising commonly referred to as "spamming" is unacceptable for us and could cause damage to our name. Other generally prohibited forms of advertising include the use of unsolicited commercial email (UCE), postings to non-commercial newsgroups and cross-posting to multiple newsgroups at once. In addition, the Partner may not advertise in any way that effectively conceals or misrepresents its identity, its domain name, or its return email address. The Partner may use mailings to customers to promote Zenwork so long as it has lawfully collected the personal data of the recipient (like indicatively but not exhaustively, the recipients is already a customer or subscriber of services or website), and recipients have the option to remove themselves from future mailings (opt-out/unsubscribe). Also, the Partner may post to newsgroups to promote compliancely.com so long as the newsgroup specifically welcomes commercial messages. At all times however, the Partner must clearly represent itself and its websites as independent from compliancely.com.
- 6.4 The Partner should not misuse the Platform, the Account Manager, the content provided by Zenwork nor hinder or interfere in any way to their operations or replace or modify the content. The Partner should refrain from committing or encouraging any criminal offense, transmit or distribute viruses, or post any other malicious or technologically harmful material. The Partner should abstain from committing any actions that can lead to unacceptable or extensive damage to the infrastructure or operation of the Platform and the Program and the Partner should not use the Platform and the Zenwork Services in breach of confidence, privacy, or in any offensive or obscene way and in general in any illegal way.
- 6.5 Trademarks, logos as well as the URL of Zenwork belong exclusively to us. Display of Zenwork's or Compliancely's logo in partner's website in connection with the Affiliate Program does not imply license of using it neither the connection between Zenwork and the Partner, apart from what is laid down in the present Program.

We do not provide to the Partner or third parties any license or consent for use of the trademarks in no way apart from what is provided in present Agreement. If a Partner proceeds to any such action this will be considered as a trademark violation, and, notwithstanding any other rights or claims of Zenwork, will be banned from the Program.

- 6.6 We reserve our right (if necessary and/or if we are under the legal obligation) to report any breach coming to our attention to the relevant law enforcement authorities under the conditions laid down in the applicable laws of the United States of America.

7. Personal Data Protection and Confidentiality

If the Partner submits any Personal Data (as defined in our Privacy Policy) relating to other people or entities to us or to our service providers relating to the Zenwork Services, the Partner represents and warrants that: a) The Partner has the authority to do so and to permit us to use the information in accordance with the Privacy Policy; b) the information is accurate.

7.1 Personal Data of the Partner:

- i) We collect and process Partner's data with the sole purpose of executing the present Agreement and of realizing our co-operation as set in the present Program. We respect Partner's data privacy; all the data collected are necessary, relevant and appropriate for the performance of the Program. By filling in Partner's registration data in the application form the Partner provides its consent for the processing of the personal data for the purposes of the present contractual relationship within Program.
- ii) Any information provided by Partner will be considered as accurate; we shall be dismissed from any and all liability regarding communication obligations if we use the contact details provided by the Partner.
- iii) Partner has the legal right to access its data at any time as well as the right to raise any reasonable and lawful objections. We do not share any personal data to any third party other than for the provision of performance of the Program including: i) The data we provide to our partners who are providing us with the affiliate tracking Platform ii) the data related to the execution and clearing of electronic payments performed by trusted partners such as payment service providers or financial institutions who follow all appropriate security procedures for the purpose of safeguarding the information and iii) to our subcontractors where absolutely necessary for the provision of Services under the Program.

7.2 Collection and processing of Partner's and Partner's users/customer's Personal Data:

- i) We shall collect Partner's and Partner's customers' limited personal information for tracking purposes (IP address and visits to our website as well as the initial root of the click) with the use of tracking cookies. The Partner bears the responsibility of informing its customers that it uses third party (Zenwork) Program cookies (which are absolutely and technically necessary in order to track the clicks of Partner's customers to our Platform and to reward the Partner with the commission as laid down in article 5.1. above).
- ii) If a potential customer is interested in registering on our Platform they will then provide their personal data to us by filling in the relevant application form at their sole discretion. We shall process this data as provisioned in our [Privacy Policy](#) subject to their prior consent.

iii) Being the controller of Partner's customer's personal data, The Partner is fully responsible to abide by any and all privacy and data protection rules and applicable laws of its customers when visiting and/or using its website, further to a lawful [Privacy Policy](#).

iv) Up to the moment a customer is registered in our Platform, we are solely the Processors of the limited Personal Data referred to in i) above. Being the controller of those personal data Partner declares that it has the lawful rights to assign to us the processing of those data subject to i) and iii) above.

v) We shall not use or in any ways process the client's Personal Data for any other purpose except as set in the present Agreement (and in our [Privacy Policy](#) if the applicant becomes our Platform's member, subject to their prior informed consent). We shall take at least those measures that we take to protect our own confidential information of a like or similar nature and shall report to the Partner any breach that comes to our attention. In case of any breach of this clause 7 the limitations of liability set forth in article 10 shall apply.

7.3 Any data related to the present Program, its policies and guidelines, our market and marketing strategy, the content created to be used, statistics or other commercial data related to the Program and/or the Platform, the customers and the overall clientele of the Platform (overall "Confidential Information") are Zenwork's own trades secrets and confidential information and should be treated in strict confidence and privacy. Information that is not **considered as confidential information and trade secrets** is any information that (i) is or becomes a matter of public knowledge through no fault of the receiving party, (ii) was rightfully in the receiving party's possession free of any obligation of confidence, (iii) was rightfully disclosed to the receiving party by a third party without restriction as to use or disclosure, or (iv) is independently developed by the receiving party without use of or reference to disclosing party's Confidential Information. 7.4. This clause 7 survives the term or termination of the present Agreement.

8. Grant of Licenses

8.1 We grant to the Partner a non-exclusive, non-transferable, revocable right for one user to (i) access our site through HTML links solely in accordance with the terms of this Agreement and (ii) solely in connection with such links, logos, trade names, trademarks, and similar identifying material as well as content (collectively, the "Licensed Materials") that we provide to the Partner or authorize for such purpose. The Partner is only entitled to use the Licensed Materials to the extent that it is a member in good standing of Zenwork's Program. The Partner agrees that all uses of the Licensed Materials will be solely on the grounds and for the purposes set in the present Agreement and the goodwill associated therewith will be to the sole benefit of Zenwork. The Partner has no other claim (except from Partner's agreed commission that is payable under the conditions set in the present agreement) from us for the participation in the Program and the clientele we shall gain.

8.2 Each party agrees not to use the other's proprietary materials in any manner that is disparaging, misleading, obscene or that otherwise portrays the party in a negative light. Each party reserves all of its respective rights in the proprietary materials covered by this license. Other than the license granted in this Agreement, each party retains all right, title, and interest to its respective rights and no right, title, or interest is transferred to the other.

8.3 In any case of lapse or termination of the present Agreement the Partner shall immediately cease to have access and/or to use any of the Licensed Materials as well as have access in the Platform and/or Partner's Account.

9. Representations and Warranties

The Partner represents and warrants that:

- 9.1 This Agreement has been duly and validly executed and delivered by the Partner and constitutes Partner's legal, valid, and binding obligation, enforceable to all parties in accordance with its terms;
- 9.2 The Partner has the full right, power, and authority to enter into and be bound by the terms and conditions of this Agreement and to perform its obligations under this Agreement, without the approval or consent of any other party;
- 9.3 The Partner has sufficient right, title, and interest in and to the rights granted to us in this Agreement.

10. Indemnification

The Partner will indemnify, defend and hold us harmless, at their expense, against any third-party claim, suit, action, or proceeding (each, an "Action") brought against us (and our officers, directors, employees, agents, service providers, licensors, and affiliates) by a third party not affiliated with us to the extent that such Action is based upon or arises out of (a) Partner's participation in the Partner/Affiliate Program, (b) our use of the Partner's data provided to us, (c) Partner's noncompliance with or breach of this Agreement, (d) Partner's use of the Platform, or (e) our use of the Partner Marks. We will: notify the Partner in writing within thirty (30) days of our becoming aware of any such claim; give the Partner sole control of the defense or settlement of such a claim; and provide the Partner (at partner's expense) with any and all information and assistance reasonably requested by the Partner to handle the defense or settlement of the claim. The Partner shall not accept any settlement that (i) imposes an obligation on us; (ii) requires us to make an admission; or (iii) imposes liability not covered by these indemnifications or places restrictions on us without our prior written consent. Further, the Partner agrees to indemnify and hold harmless Zenwork from any claims, losses, damages, or expenses arising from negative publicity resulting from the Partner's actions or statements.

11. Limitation of Liability

- 11.1 Unless it is otherwise expressed in the present Agreement and to the maximum extent permitted by Law, Zenwork explicitly excludes hereby any conditions, guarantees and other terms which may be arisen by the applicable law and Zenwork will not be liable for any damage, including but not limited, direct, indirect, consequential, punished or incidental damages or damages for loss of use, profits, data or other property, damage to reputation or name, the cost of providing substitute products and services which arise from or are related to the use, inability of use, operation or failures of the Platform and/or the Program, regardless of whether these losses could be predicted or arise within the context of this contract, from services offered by Zenwork within the Agreement or in tort, based on the applicable legislation or otherwise. In case of any proven damages of any Affiliate or of any third party due to proven intent (fraud) or gross negligence of Zenwork that is directly associated with any act or omission of Zenwork, then any such liability concerns exclusively actual damage while in case of proven slight negligence any such liability only concerns actual damage too which is limited to the amount that equals to the commission Partner has received from in the previous 6 months. Any and all limitations of liability limitations set out in the present Agreement are mutually agreed, fair and valid and have been acknowledged and accepted by the parties that participate in the present agreement as enterprises involved within the context of their business status.
- 11.2 In any case, the Partner is exclusively responsible for any damage may occur to us by incorrect or improper use of our Program. The Partner also bears the responsibility to compensate, defend and exempt Zenwork and its directors, officers, employees, consultants, representatives and affiliates from any, and all, claims by third parties, liability, damages and/or costs (including, but not limiting, legal consultants fees) which occur because of or in connection to the use of the Program or from the breach of the

Agreement or in case any customer or third party turns against us for any of the Partner's acts or omissions.

12. Disclaimer

- 12.1 This Program is not designed as a personalized service; it is formed as a generic service packages addressed to multiple recipients and is provided "as is". We do not guarantee the "fit for purpose" of the Program and does not guarantee or promise that through the Program will increase its clientele or its turnover.
- 12.2 The Partner acknowledges and declares that we are in no way related or connected and that business content of the Partner, operating methods and transactions ARE NOT conducted through the Platform and ARE NOT controlled by Zenwork in any way. Therefore, Zenwork has no knowledge, bears no responsibility and does not guarantee the correctness, lawfulness, completeness, truth, precision or quality of the content and/or the products or services provided by the Partner. Further, we are not responsible for any actions or omissions, loss or damage which can be caused to the Partner, Partner's customers or to any third part due to or in connection to the use or visit or transaction with Partner's business. We DO NOT participate in and are not a contracting party in the agreements executed between the Partner and its customers and any third party.
- 12.3 We take all reasonable efforts so that the Program and access to Partner's Account can take place smoothly and without interruption and that the adequate level of security necessary is maintained. However, we do not guarantee that the pages, services, selections, contents, prices, descriptions and the availability of the applications/services will be provided without interruption and without errors. We are not liable, though, if for any reason, negligence included, the operation of the Program or the Platform or of Partner's Account is interrupted or access to the Platform or the Account becomes difficult and / or impossible or if, despite the maintained security measures, viruses or other harmful software is identified and transmitted to the terminals of the users / visitors, or if third unauthorized parties intervene in any way to the content and operation of the website or the Platform making the use difficult or causing problems to its proper function. Moreover, we are not liable in case of access break to the website or the Platform, for reasons beyond our control as well as for reasons due to technical or other failure of the backbone network or for reasons of force majeure or incidental facts. It is also clearly indicated that in case of any loss or damage of data from Partner's Account we are only liable solely for reposting the data based on the back up which the Member is obliged to take according to the reference in Article 1.6 d) above. In any case whatsoever, Zenwork bears no liability in case of any error or interruption of the services due to any technical or other failure of the Zenwork Service.

13. Applicable Law and Jurisdiction

This agreement shall be governed by the laws of the State of Arkansas. Any legal suit, action, or proceeding arising out of this Agreement or the matters contemplated hereunder shall be instituted exclusively in the federal or state courts resident in Fayetteville, Washington County, Arkansas, and each Party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding and waives any objection based on improper venue or forum non conveniens.

14. Miscellaneous

- 14.1 Entire Agreement. This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof, and supersedes and replaces all prior or contemporaneous understandings or agreements, written or oral, including, without limitation, the terms of any purchase order. No amendment to or modification of this Agreement will be binding unless agreed to in writing and signed by a duly authorized representative of

both parties. This Agreement will be interpreted in accordance with its terms and without any strict construction in favor of or against either party.

- 14.2 No delay in exercising any right or remedy or failure to object will be a waiver of such right or remedy or any other right or remedy. A waiver on one occasion will not be a waiver of any right or remedy on any future occasion.
- 14.3 The headings and titles contained in this Agreement are included for convenience only, and shall not limit or otherwise affect the terms of this Agreement.
- 14.4 Force Majeure. Neither party will be responsible for failure or delay of performance if caused by, including but not limited to, acts of God (including fires, earthquakes, floods, tsunamis, or other natural calamities), war, hostilities, lockdown, pandemic, epidemics, quarantine orders, invasion, embargo, rebellion, strikes, lockouts, electrical, internet, or telecommunication outage that is not caused by the obligated party, nuclear explosions, revolution, or riots, terrorism, civil commotion, governmental actions, acts of government authorities, or any other similar events or conditions outside the reasonable control of the obligated party. Each party will use reasonable efforts to mitigate the effect of a force majeure event.
- 14.5 Disclosure of Partner Relationship. It is the sole responsibility of the Partner to disclose the nature of its referral/partnership relationship with the Company to any leads or customers, and Partner shall indemnify and hold harmless the Company against any liability arising from Partner's lack of disclosure to an actual or potential customer.
- 14.6 Assignment. The Partner will not assign or transfer this Agreement, including any assignment or transfer by reason of merger, reorganization, sale of all or substantially all of its assets, change of control or operation of law, without our prior written consent. We may assign this Agreement to any affiliate or in the event of merger, reorganization, sale of all or substantially all of our assets, change of control or operation of law.
- 14.7 Program Policies Page. We may change the Program Policies from time to time. Your participation in the Affiliate Program is subject to the Program Policies, which are incorporated herein by reference.
- 14.8 If any provision of this Agreement is held to be invalid or unenforceable, that provision shall be eliminated or limited to the minimum extent necessary such that the intent of the parties is effectuated, and the remainder of this agreement shall have full force and effect.

Definitions

The defined terms used but not defined in this Agreement have the meanings given to those terms in the Zenwork Terms of Service.

"Partner's Data" refers to all such information that the Partner provides to Zenwork as part of its participation in the Affiliate Program. This data may include, but is not limited to contact information, demographic information, business information, records of any interactions or expressions of interest that potential customers have had with Zenwork, including inquiries, downloads, or sign-ups, Information regarding the interests, preferences, and purchasing behavior of potential customers, including browsing history and response to marketing campaigns and any other relevant information that can assist Zenwork in identifying, targeting, or engaging with potential customers effectively.

"Partner Marks" refers to any trademarks, service marks, logos, trade names, or other proprietary identifiers that are owned or licensed by the Partner and used to identify or promote the Partner's products, services, or brand, including but

not limited to Logos or Symbols or any visual representation or design that signifies the Partner's brand, Trade Names, Slogans, Taglines, phrase or expressions associated with the Partner's brand or any other branding elements.

“Platform” means the Platform of PartnerStack used by Zenwork to provide the Zenwork Services.

“Zenwork” means Zenwork Inc. situated at 1 E Center St, STE 250, Fayetteville, AR 72701.