



Standard Affiliation Contract

This contract, made and entered into this day of {{t:t;r:y;o:"Affiliate";l:"Date_";}} by and between Cypheme, a company organized and existing under the laws of France, with its principal place of business at 27 rue Bague 75015 Paris France, and {{t:t;r:y;o:"Affiliate";l:"Affiliate Name";w:400;h:12;}} (hereinafter referred to as "Affiliate"), with its principal place of business at {{t:t;r:y;o:"Affiliate";l:"Affiliate Address";w:400;h:12;}}

1. Purpose of the contract

Cypheme and Affiliate hereby agree to enter into an affiliation relationship, whereby Affiliate will promote and sell Cypheme's products to {{t:t;r:y;o:"Cypheme";l:"Customer Name";w:400;h:12;}} (hereinafter referred to as "Customer"), and Cypheme will give Affiliate a commission of the revenues generated from the sale of such products arising from the contact initiated by Affiliate.

2. Term of the contract

The initial term of this contract shall be three months, during which the Affiliate is obligated to facilitate an introduction between Cypheme and the Customer. If this introduction is made within the three-month period and is acknowledged in writing by Cypheme, the term of this contract shall be extended to 18 months from the date of Cypheme's written acknowledgment.

If, during the 18-month period following Cypheme's acknowledgment, the Customer signs an order with Cypheme, the contract will be further extended for an additional three years from the date of that order. If no order is signed by the Customer during the initial 18-month period, the contract shall be terminated unless an extension is mutually agreed upon and signed by both parties.

The terms and conditions of this contract shall remain in full force and effect throughout any extended period, as per the provisions stated herein.

3. Commission

Cypheme agrees to pay Affiliate a commission of the revenues generated from the sale of Cypheme's products to Customer based on the following structure:

a) For orders of 5 million stickers or less, the commission will be 20% of the revenues generated from the sale of Cypheme's products for the first 12 months after the Customer signature. The commission for the second year will be 10% and for the third year will be 5%.

b) For orders larger than 5 million stickers, the commission will be calculated as follows:

10% of the revenues generated from the sale of stickers above 5 million for the first 12 months after Customer signature.

5% of the revenues generated from the sale of stickers above 5 million for the second year.

2.5% of the revenues generated from the sale of stickers above 5 million for the third year.

The commission will be paid quarterly, within 30 days of the end of each quarter, after receipt of payments from the Customer and deduction of any applicable fees from the financial flows.

This commission is paid in half by an increase in the price per label and in the other half by Cypheme on his own margin.

c) If Affiliate introduces Cypheme not to a final customer but to another affiliate or partner, no additional commission will be paid, the existing commission has to be split between affiliates and partners.

d) On a case by case basis and with mutual agreement, the commission can be lower if the final price is lower than the normal price list.

4.Prohibition on bypassing Affiliate

Cypheme agrees that it will not attempt to bypass Affiliate and sell directly to Customer without giving Affiliate the agreed-upon commission. If Cypheme breaches this provision, Affiliate shall be entitled to seek injunctive relief and/or damages as a result of such breach.

5.Confidentiality

It is anticipated that during the course of the discussions and negotiations, the parties will provide each other information, documents, data and/or materials of any kind or nature, whether orally, visually, electronically or in hardcopy (the "Information"). It is understood that in all cases, the Information shall be considered confidential and/or proprietary to the party who furnished such Information. Therefore, the parties agree to treat and keep the Information secret and confidential. This clause shall survive the current agreement for a period of 24 months.

6.Governing law

This contract and any disputes arising out of or in connection with it shall be governed by and construed in accordance with the laws of France. The parties hereby irrevocably submit to the exclusive jurisdiction of the courts of Paris, France for the purpose of any suit, action or other proceeding arising out of this contract.

IN WITNESS WHEREOF, the parties have executed this contract on the date first above written.

Cypheme:

{{t:s;r;y;o:"Cypheme";w:100;h:50;}}

Affiliate:

{{t:s;r;y;o:"Affiliate";w:100;h:50;}}