

SIKIRAPAY AFFILIATE NETWORK PROGRAMME TERMS AND CONDITIONS

This agreement sets out the terms and conditions for your participation in the Sikirapay Affiliate Network Programme. This is a binding legal agreement between you (the "Affiliate"), hereinafter referred to as "Affiliate", and Sikira Service AB, a company incorporated in Sweden with corporate identity number 5594010307 and whose registered office is at S:t Göransgatan 84, 112 38 Stockholm, Sweden, hereinafter referred to as "SP".

Agency

1.1 The relationship between the parties shall always be that of independent contractors. No employment, partnership or joint venture relationship is formed by these Terms. The Affiliate understands that it has no authority to legally bind SP to any contract, understanding, act or deed in relation to Referrals or anyone else and that it has not been appointed as, and is not, the agent of SP for any purpose. Unless expressly authorised in writing by SP the Affiliate must not make any representation or warranty, either expressed or implied, concerning SP its Services, conditions of sales, terms of delivery or payment and prices.

1.2 The Affiliate must disclose the affiliate relationship between SP and the Affiliate on the Affiliate Platform. These Terms are limited to the geographic areas where SP has the ability to provide the Services.

AFFILIATE DATA

Affiliate name

Personal ID number

Address:

Postcode:

City:

Country:

Phone:

E-mail:

Website:

Company name:

Corporate identity number:

Address:

Postcode:

City:

Country:

Phone:

E-mail

Website:

1.3 Scope of the Agreement

By signing this Agreement, the Affiliate is granted a non-exclusive right to:

1.3.1 Refer Sikirapay accounts to potential customers worldwide in exchange for commission-based compensation. However, there are some countries from which Sikirapay cannot accept customers. Please see the list below.

Afghanistan	Mongolia
Bahamas	Myanmar
Barbados	Nicaragua
Botswana	North Korea
Cambodia	Pakistan
Central African Republic (CAR)	Panama
Democratic Republic of the Congo	Russia
DRC	Somalia
Ghana	South Sudan
Guinea-Bissau	
Iran	Sudan
Iraq	Syria
Jamaica	Trinidad and Tobago
Lebanon	Uganda
Libya	Zimbabwe
Mali	Vanuatu
Mauritius	Yemen

1.3.2 Recruit Affiliates to the Programme and to receive compensation in the form of commission.

2. SP's obligations

These Terms are non-exclusive and do not prevent or restrict SP from entering into similar or different agreements with third parties. SP makes no representation that these Terms are similar to or the same as the terms of any other agreement it has entered, or may enter into, with any third party.

2.1 SP is responsible for the proper functioning of the Sikirapay Affiliate Network Programme. However, SP is not responsible for the availability of the Programme, which includes, but is not limited to, errors in connection processes, no Internet, power failures, faulty or damaged equipment belonging to the Affiliate or any other situation that prevents the Affiliate from accessing the Programme.

2.2 SP shall ensure that it implements a tracking tag in respect of Referrals triggering events via the Affiliate's link.

3. Affiliate undertakes:

3.1. Throughout the Term of this Agreement, the Affiliate shall use reasonable efforts to endorse and promote Sikirapay and its Services, as well as to refer and forward potential customers to Sikirapay.

3.2 The Affiliate is solely responsible and liable for operating and maintaining its Affiliate Platform and all links. The Affiliate agrees to ensure that the Affiliate Platform and Sikirapay's website is accessible and in operation at all times during the Agreement. The Affiliate agrees to notify SP and undertakes to resolve any technical errors immediately upon becoming aware of such error. The Affiliate shall apply all commercially reasonable endeavours to notify SP in advance of any material scheduled maintenance to the Affiliate's website or app that would prevent Sikirapay's website from being accessible or material changes to its operations that may be detrimental to potential referrals to the Services.

3.3 Ensure that the Affiliate activities comply with applicable laws and regulations.

The Affiliate shall adhere to and comply with any prevailing codes of practices, procedures and all applicable laws, regulations, rules and industry guidance issued by government agencies, self-regulatory bodies and trade associations covering anti-money laundering, 'know your customers' requirements, consumer protection, data protection, deposit-taking, e-money, payment services and promotional activity that relate to the referral of potential customers for the use of the Services.

3.4 The Affiliate agrees that, for each potential customer referred to Sikirapay under these terms and conditions, Affiliate is authorised to make the referral on behalf of the potential customer, has informed the potential customer of the applicable fees and has no conflict of interest with the potential customer or with Sikirapay in receiving payment for the referral.

3.5 The Affiliate agrees not to set or adjust the prices of the services offered on the Sikirapay website.

3.6 Not to market Sikirapay services outside the geographical area of operation specified in 1.3.1

3.7 The Affiliate will only use only marketing material on the Affiliate's platform and any other platform approved in advance by Sikirapay. The Affiliate will not use any other marketing materials, promotions, content or related display in relation to Sikirapay's product or services without the prior written consent of Sikirapay.

3.8 to inform SP without delay of any technical issue related to the Platform which prevents the Partner from using the Platform.

3.9 Share comments and complaints received from customers and affiliates with SP.

3.10 Provide SP with current contact details and payment details and notify SP immediately of any changes to the Partner's contact details or payment details.

3.11 Pay membership and card fees on time.

3.12. Not to use the Affiliate Platform, including the Affiliate Links, or any other media under its control

a) in any way that is unlawful or fraudulent or has any unlawful or fraudulent purpose or effect

b) to transmit any data or material that contains viruses, Trojan horses, worms, time bombs, keystroke loggers, spyware, adware or other harmful programs or similar computer code designed to adversely affect the operation of any computer software or hardware

c) to generate artificial traffic to the Sikirapay website; or

promote, contain and/or link to any content that is sexually explicit, violent, illegal, deceptive, misleading, harmful, obscene, defamatory, unethical, infringing or violative of any third party rights.

3.13. The Affiliate also warrants that it will not post or transmit any material on the Affiliate Platform, including Affiliate Links, or any other medium under its control that

a) threatens, abuses or invades another person's privacy or causes unnecessary irritation, inconvenience or anxiety.

b) is likely to harass, upset, embarrass, alarm or annoy any other person

c) impersonates any person or misrepresents the Affiliate's identity or affiliation with any person; or imply that such material is from Sikirapay (where this is not the case)

4. Affiliate Network Programme Application

4.1.1 When applying to join the Programme, the Affiliate must attach proof that the information provided in the Affiliate application is correct.

1. copy of personal identification document

2. copy of the company registration certificate for corporate entities

5. **Each account application** is subject to a KYC, AML, PEP and ATL review of the information provided by the applicant in each application. SP is not responsible if a particular application is rejected.

6. Competition

5.1 The Affiliate agrees that during the term of the Agreement, it will not compete with SP or cooperate with SP's competitors in the sale or marketing of the competing company's products and services, nor will it recruit affiliates for the competing company's platforms.

7. Intellectual property rights

7.1 The Affiliate understands and agrees that Sikirapay retains ownership of all Intellectual Property Rights, whether registered or unregistered, and all rights or forms of protection of a similar nature existing anywhere in the world. The Affiliate may only use advertising that is associated with any Intellectual Property Rights in accordance with these Terms and Conditions if approved in writing by SP.

7.2 SP also owns the marketing material produced by the Affiliate as part of its obligations under this Agreement. The Affiliate grants SP a non-exclusive, royalty-free licence during the Term to use the Affiliate's logos, brand names and trademarks for the performance by SP of its obligations under these Terms.

7.3 This Agreement does not imply in any way that any of SP's intellectual property rights are transferred or assigned to Affiliate. The Affiliate is only permitted to use the Program as this Agreement outlines.

7.4 In addition to what is set out in this Agreement, the Affiliate shall have no right to use, copy, modify or otherwise manipulate the material belonging to SP or to transfer or grant any right in such material to any third party.

7.5 Each party warrants to the other that it owns or is licensed to use all Intellectual Property Rights necessary to perform its obligations under these Terms.

7.6 The Affiliate hereby indemnifies and shall keep SP indemnified against all actions, losses, costs, claims, demands, expenses and liabilities (including reasonable legal costs) suffered or incurred by the other party arising out of or in connection with any claim by any third party that the Affiliate's logos, brand names and trademarks or the use, reproduction or exploitation thereof (provided that such use, reproduction or exploitation is strictly in accordance with these Terms) infringes any third party's Intellectual Property Rights.

7.7 The Affiliate hereby indemnifies and shall keep SP indemnified against all actions, losses, costs, claims, demands, expenses and liabilities (including reasonable legal costs) suffered or incurred by SP as a result of the Affiliate's misuse of SP's Intellectual Property Rights.

8. Marketing

8.1 SP shall have the right to use the Affiliate's name and trade mark when marketing SP through various marketing channels.

8.2 SP shall pre-approve all marketing and signature materials produced by the Affiliate under this Agreement, including but not limited to; images, text, banners, advertisements, posters, newspaper articles, etc., whether such documents are in printed or digital form.

9. Notices

9.1 Any notice given to a party under or in connection with this Agreement shall be in writing and sent by email to the last contact details provided for each party. Any notice shall be deemed to have been received at the time of transmission or, if that time is outside business hours, at the place of receipt when business hours resume. For the purposes of this clause, business hours shall mean 09.00 to 17.00, Monday to Friday, on a day which is not a public holiday in the place of receipt.

10 Confidentiality

10.1 The Parties agree not to disclose the contents of this Agreement to any third party and not to disclose without authorisation any confidential information of the Parties or any information about another Party which has come to the knowledge of the Party in connection with this Agreement. In addition to trade secrets, confidential information includes information about SP's or Affiliate's business or operating conditions that is generally not made public by other companies in the same industry, such as customers, customer information, financial constraints, suppliers and partners, and other information the disclosure of which could cause damage to the Parties and their business. This obligation does not apply to information that the party is obliged to disclose by law or stock exchange regulations, which in

part constitute reasonable measures taken by the party to exercise its right. The provisions of this clause shall not apply to Confidential Information which

- a. is or becomes generally available to the public (other than as a result of disclosure by the other party or its representatives in breach of this clause); or
- b. was available to the Partner on a non-confidential basis prior to disclosure by SP;

10.2 The obligation of confidentiality shall apply to the Partner for as long as this Agreement is in force and for two (2) years after the termination of the Agreement.

11 Term and Termination

11.1 This Agreement shall commence on the date it is entered into by the Affiliate and shall continue until terminated by either party upon thirty (30) day's written notice to the other party. Upon termination, all outstanding referral fees owed by Sikirapay shall be paid within thirty (30) business days.

11.2 The Terminating Party shall also be entitled to terminate these Conditions with immediate effect by giving written notice to the Defaulting Party if

- a. the other party ceases or threatens to cease its business; or
- b. the Defaulting Party becomes or takes any step towards becoming bankrupt or insolvent;
- c. any step is taken by or in relation to the Defaulting Party to make any composition or voluntary arrangement with its creditors or to have any distress or execution levied upon its property or to wind up or go into liquidation (other than for the purposes of a solvent amalgamation or a bona fide reconstruction) or have a receiver, administrator or manager appointed over the whole or any part of its assets;
- d. the Defaulting Party does anything which in the opinion of the Terminating Party (acting reasonably) materially and detrimentally affects the reputation of the Terminating Party;
- e. the defaulting party commits a material breach of any of the provisions of these Terms and, in the case of a material breach capable of remedy, fails to remedy it within thirty (30) calendar days of service of written notice specifying the breach and requiring it to be remedied;
- f. the Defaulting Party is in material breach of any statute, statutory instrument, law, guideline, regulation or order relevant to each party's respective obligations under these Terms and the Activities contemplated from time to time.

11.3 Affiliate may terminate the Agreement at any time with thirty (30) days notice.

11.4. If the Affiliate violates any of the clauses (3.1-3.13) or commits any other substantial violation under this Agreement without prejudice to any other right or remedy, the SP may terminate this Agreement with immediate effect by giving notice to the Affiliate and the Affiliate shall waive all amounts owed to it as at the date of termination (as appropriate) by SP

11.5 The provisions of clauses 7 and 9 shall survive the termination of these Terms.

11.6 Upon termination of the Agreement, the Affiliate shall immediately cease its marketing of Sikirapay and transfer to SP any marketing materials that the Affiliate has produced pursuant to its obligations under this Agreement. In addition, upon termination, all outstanding commissions owed by Sikirapay shall be paid within thirty (30) banking days.

11.7 Termination must be made in writing in accordance with 10.1.

12 Assignment

12.1 The Affiliate shall not assign, delegate, sub-contract or otherwise transfer these Terms or any of its rights or obligations hereunder, in whole or in part, without the prior consent of SP.

12.2 If any assignment is made without the consent of SP, SP shall have the right to terminate the Agreement immediately.

13 Entire Agreement, Amendments and Supplements

13.1 This Agreement, including the Appendices and any other references, constitutes the entire agreement of the parties with respect to all matters it concerns.

13.2 Amendments or additions to this Agreement must be in writing and signed by all parties to be valid.

13.3 Sikirapay may modify or amend these Terms at any time by giving thirty (30) days written notice to the Affiliate.

13.4 If the Affiliate does not agree to such amendment or modification, the Affiliate may terminate this Agreement by giving thirty (30) days notice.

During the notice period the old terms and conditions will apply unless the changes are due to changes in rules or practices.

13.5 SP has the right to amend this Agreement and its appendices to comply with regulatory requirements, best practice, legal or other conditions. Any such amendment shall be effective upon notice to the Affiliate, unless otherwise specified.

13.6 If any provision of the Agreement or any part thereof is found to be invalid, this shall not affect the validity of the Agreement as a whole.

Rather, the provision(s) in question shall be amended to the extent that the invalidity does not materially affect the exchange or performance of the Agreement by the parties in a manner that is reasonable.

13.7 Failure by SP to exercise a right or report a particular circumstance under the Agreement shall not be deemed to be a waiver by PS of its right to do so.

14 Liability

14.1 The Affiliate agrees to perform its obligations under these Terms with reasonable care and skill.

14.2 The Affiliate agrees that under no circumstances shall SP be liable for any direct, indirect, special, incidental, consequential or exemplary damages, including but not limited to damages for loss of profits, data or goodwill, arising out of the use or inability to use the Programme by the Affiliate.

14.3 Nothing in these Terms shall exclude or limit the liability of either party for

(a) death or personal injury caused by its negligence or that of its agents, sub-contractors or employees; or

(b) fraudulent misrepresentation; or

(c) any other liability which cannot lawfully be excluded or limited.

14.4 To the fullest extent permitted by law:

- a. SP's maximum aggregate liability for all claims arising in respect of any particular action under or in connection with these Terms or any breach or non-performance of these Terms, whether in contract (including any warranty or liability), tort (including negligence) or otherwise, shall be limited to the Referral Fees paid or payable during the Term;
- b. SP shall not be liable for any loss of or damage to profits, loss of business, dilution of goodwill, loss or corruption of data or for any special, indirect or consequential losses, costs, damages, charges or expenses howsoever arising under these terms and conditions;
- c. The Affiliate shall fully indemnify SP against all claims and losses arising out of any act or omission or default directly under or in connection with these Terms where the Affiliate has breached any legal requirement;
- d. SP shall not be liable to the Affiliate under or in connection with these Terms whether in contract, tort (including negligence), for breach of statutory duty, under indemnity or otherwise to the extent caused by or arising out of any act or omission or default of the Affiliate, its employees, agents or sub-contractors or any other third party;
- e. except as expressly stated in these Terms, all conditions, warranties, stipulations and other statements whatsoever that would otherwise be implied or imposed by statute, at common law, by a course of dealing or otherwise howsoever are excluded to the fullest extent permitted by law; and
- f. the Affiliate acknowledges that it considers the provisions of this clause to be reasonable, taking account of the other terms of these Terms and its ability to insure against losses which might arise out of or in connection with these Terms.

15 Force majeure

15.1 Neither party shall be in breach of these Terms nor liable for any delay or failure to perform any of its obligations under these Terms if such delay or failure results from any event, circumstance or cause beyond its reasonable control. Such circumstances shall include, but not be limited to, governmental action, new or amended legislation, war, epidemic or pandemic, industrial dispute, blockade, lockout, riot, fire, flood or major accident.

15.2 A party claiming force majeure under the above provisions shall immediately notify the other party.

15.3 If the force majeure continues for more than 90 consecutive days, either party shall be entitled to terminate these Terms with immediate effect by giving written notice to the other party.

16. **Waiver:** No delay or failure to exercise any right or remedy under these terms and conditions shall operate as a waiver of that right or remedy. The single or partial exercise of any right or remedy shall not preclude any other or further exercise of that right or remedy or the exercise of any other right or remedy. No waiver of any breach of these terms and conditions shall operate as a waiver of any subsequent breach.

16.1 **Entire Agreement:** These Terms (including Appendices 1 and 2) constitute the entire agreement between the parties and supersede and cancel all prior agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to the Services.

17. **Severability:** The parties intend each provision of these Terms to be severable and separate from the others. If for any reason a court of competent jurisdiction finds any provision of these Terms to be invalid, illegal

or unenforceable, that provision shall be severed and the remaining provisions shall continue in full force and effect as if these Terms had been executed without the invalid, illegal or unenforceable provision.

17.1 Variation: SP may vary or amend these Terms at any time by giving the Affiliate one (1) business day's written notice. If the Affiliate does not agree to such amendment or variation, the Affiliate may terminate these Terms in accordance with clause 13.4 above. No addition, amendment, variation, modification or change to these Terms by the Affiliate will be valid unless agreed in writing by SP.

17.2 Third Parties: These Terms are between the Affiliate and SP. No other person shall have any right to enforce any of these Terms.

18 Applicable Law and Dispute

18.1 These Terms shall be governed in all respects by and construed in accordance with the laws of Sweden. Each party therefore irrevocably agrees that the courts of Sweden shall have exclusive jurisdiction to settle any dispute arising directly or indirectly out of or in connection with these Terms.

18.2 If any dispute arises in connection with these Terms, it shall be referred to representatives of senior management who shall attempt to resolve it by negotiation. If such persons are unable to resolve the dispute within ten (10) calendar days, the dispute shall be referred to the Directors who shall attempt to resolve the dispute by negotiation. If such persons are unable to resolve the dispute within ten (10) calendar days, either party may commence legal proceedings.

18.2.1 Disputes arising under this Agreement shall be finally settled by a court of general jurisdiction.

18.3. This is a translation of the original Agreement written in Swedish. The Swedish version of the Agreement shall prevail in the event of any dispute.