

Public partnership agreement

The present Agreement is made between Ecotransoft Ltd / TerraLead Ltd (hereinafter referred to as “Company”) and the Partners (hereinafter referred to as “Publisher”). The Parties hereby agree as follows:

General provisions

Company operates and manages a network on the internet allowing providers to advertise their goods and services, particularly by means of affiliate marketing ("TerraLeads Network").

The participants in the TerraLeads Network Are Advertisers, Publishers and Company itself.

The Advertisers market and advertise their goods and services using advertising media such as banners, product data, text-links, e-mails and videos (“Ad Media”).

The Publishers incorporate or embed the Ad Media into their homepage, website or e-mail ("Advertising Space"). For any advertising leading to a successful transaction, Company shall pay to the Publisher remuneration (“Commissions”).

To participate in the TerraLeads network, Publishers must register on the website <https://terraleads.com>. After the registration, the Publishers may apply for the Advertisers' partner programs for admission to display their Ad Media on the Publishers' Advertising Space.

The Publisher may have only one account. One account is created per private individual or legal entity. If a private individual is on the staff of a legal entity or works for a legal entity that has an account in the TerraLeads partner network, that individual is herewith prohibited to create a personal account to perform his/her duties for the legal entity.

Legal entities or private individuals over 18 years of age may register as Publishers. Company reserves the right to verify the Publishers' personal data. Registration with the TerraLeads Network is not transferable.

By completing the registration form and accepting the present General Business Terms and Conditions for Publishers, the Publishers submit an offer to conclude an agreement for their participation in the TerraLeads Network.

If Company accepts the offer, it will confirm this by e-mail. Company reserves the right to refuse an offer without citing any reasons for its refusal; in such case, the data transmitted with the registration form will be deleted without delay.

Access to the TerraLeads Network will be gained by clicking the activation link in the confirmation email and entering the access data. The interface for registered members ("TerraLeads Interface") will provide the Publishers with an overview of the Advertisers' partner programs that are open at that time for their participation. Using the TerraLeads Interface, Publishers can review and alter their personal data and information and cancel their participation as a whole in the TerraLeads Network.

Commission

Upon the terms and subject to the conditions of this agreement, Company shall pay Publisher a one-time commission

The commissions are the only compensation to be paid to Publisher for the performance of its obligations under this Agreement.

Company partner commission plans may vary from service to service. The Services, and services offered on a promotional basis each feature different commission structures.

The amount of the Commissions in each individual case, and the type of business transactions entitling to the payment of Commissions, shall depend on the respective Advertiser's partner program. The Advertiser may modify the conditions of the partner program or terminate the entire program with effect for the future. Publishers shall not demand a program being operated at all or at certain conditions. Applying to participate in the program, you acknowledge that you agree with the applicable rates.

Company, at its sole discretion, may change the partner commission plan or eligible Services.

Except for the established remuneration due, the Publisher is not entitled to compensation of any costs related to the use of third party services or software that is not provided by the TerraLeads partner network even if these costs are related to its advertising activity within the TerraLeads partner network.

The entitlement to payment of the Commissions is constituted by the following premises:

1. A business transaction between a customer and an Advertiser has been effected via the Advertising Space;
2. The business transaction has been tracked by Company;
3. The transaction has been approved by the Advertiser and has been confirmed by Company and;
4. Company only provides remuneration based on requests that were duly submitted by the established payment deadline.

Company maintains an internal settlement account for any publisher where it records all remuneration operations. The minimum amount of remuneration provided is \$50. When this minimum amount has accumulated on the account, the Publisher may apply to receive the payment on its Dashboard, and Company will transfer the amount to the account predefined by the Publisher. If the Publisher does not apply for payment, the remuneration accumulates on its account and may be withdrawn on any other payment date.

Regardless of the payment date, no interest is awarded on the amount of remuneration on the Publisher's account in the TerraLeads partner network.

Participation in Partner Programs

The registration with and the participation in the TerraLeads Network is free of any charge.

Publishers participate in the partner programs and incorporate the Advertisers' Ad Media into their Advertising Space. Whenever third parties, such as end consumers, click on the Ad Media and this subsequently results in a business transaction with the

Advertiser (as defined in detail in the partner program), the Publisher will receive remuneration for providing the Advertising Space which has successfully connected the end consumers to the Advertiser (“Commission”). In this context, business transactions establish the entitlement to receive a Commission. A business transaction is e.g. the purchase of goods or a request for services ("Sale"), but it may also be defined as clicking on or viewing Ad Media, or registering on a website, subscribing to a newsletter ("Lead"), sending an e-mail or such like. Business transactions that are subject to remuneration are defined in greater detail in the individual program specifications. It is also possible to remunerate combinations of Clicks, Views, Leads and/or Sales.

In submitting their application for a partner program, Publishers accept any additional conditions for participation, which are displayed in the context of each program. These conditions will become an integral part of this contract.

Advertising spaces shall be excluded at once if they force the visitors to complete transactions such as forced clicks, forced sending of paid text messages, and other similar methods. Advertising spaces in the development stage and that buy traffic in active advertising systems, buxes, and other similar systems are also prohibited.

Company reserves the right to request data on the source of traffic and demand access to the statistics of an advertising space. In this case, the publisher shall submit the requested data within fourteen (14) days, otherwise Company reserves the right to cease advertisement broadcasting on the partner site and/or take additional measures to protect the interests of the Advertiser advertising in the Publisher's space.

Publisher 's Responsibilities

Publisher acknowledges and agrees that strict compliance with Publisher’s obligations set forth in this Agreement and with the directions of Company is a necessary pre-condition to payment of commissions to Publisher under this Agreement. Publisher shall, at a minimum, promptly fulfill the following responsibilities:

The Publisher warrants, that the data and the number of the current account for payments provided at registration is correct and complete. Should the data provided at registration change at any time after registration, the Publisher must change his profile stored on the TerraLeads Interface.

The Publisher undertakes to keep the access data selected at registration (e-mail address and password) confidential, not to communicate such data to third parties and to keep such data away from third parties. No third party must be enabled to use the access data. Publishers who have reason to assume that third parties have become aware of their access data must inform Company without delay in writing Support.

Publishers must hold the required rights of the Advertising Space.

By applying to a partner program and incorporating the advertisement into their Advertising Space, Publishers warrant that their Advertising Space and the advertising activities as a whole:

- Do not infringe any rights of third-parties (in particular, without limitation, copyrights, trademark rights, personal rights or similar rights).
- Do not violate any other provisions of the law (in particular competition law), do not endanger the democratic constitution, do not glorify violence, are not racist,

pornographic or liable to corrupt youth, or unfit to be made generally accessible.

The Publisher hereby undertakes to refrain from attacks of any kind on the TerraLeads Network. Attacks are, without limitation, defined in particular as attempts made to overcome or circumvent the security mechanisms of the TerraLeads Network or to otherwise incapacitate them, using computer programs enabling automatic data readouts, as well as using and/or circulating viruses, worms, Trojans, brute force attacks, spam or using other links, programs or procedures that are suited to damage the TerraLeads Network or individual participants in the TerraLeads Network.

Misuse

Any form of misuse, i.e. procuring business transactions by unfair methods or inadmissible means that violate applicable law, these General Business Terms and Conditions for Publishers or the principle of the TerraLeads Network, is prohibited.

In particular, Publishers are prohibited from attempting to obtain Commissions by procuring business transactions themselves or through a third person using the Ad Media, tracking links and/or other technical aids provided to them in the context of the TerraLeads Network using one or several of the following methods:

- a) Fraudulently pretending or faking business transactions, for example by entering third party data without authorization, or by providing false or non-existing data when ordering goods or registering online;
- b) Using advertising methods that make it possible to register a paid activity but force the visitor to perform such actions by means of deception, blackmail, and any other actions infringing the freedom of choice of the visitors;
- c) Using data of an advertiser or a third party protected by a registered trademark, copyright, and other legally registered proprietor rights in any type of advertising without the written permission of these rights holders. Company reserves the right to demand such written permission to be presented within five (5) calendar days;
- d) Using advertising materials, including the brand, of one advertiser to promote the site of another advertiser;
- e) Using any technologies or types of cookie stuffing (cookie dropping). Use of scripts adding cookies to the sites that have not been visited or viewed by the User is prohibited. It is prohibited to delete, rearrange, and replace the User's cookies with any other cookies, which do not belong to the sites viewed by the User, including cookie replacement with the help of popups, iframes, and inserting a third party page address as a picture on the existing site;
- f) It is prohibited to register and/or use domains similar to advertisers' domains for promotion.

Rights of Use

Company will collect, process and use personal data exclusively in compliance with the applicable statutory provisions governing the protection of data.

Company is entitled to collect and use personal data as is necessary in order to enable participation in the TerraLeads Network.

Company will use the contact data also to contact Publishers by e-mail in connection with their participation in the TerraLeads Network.

The information and the data obtained in the course of participation in the TerraLeads Network may only be used in connection with the TerraLeads Network. Forwarding such information or data to third parties and using them for any other purposes is prohibited.

Company hereby grant to the Publishers the revocable, non-exclusive, non-transferable right to use the TerraLeads Network applications as well as the data contained therein, provided that this use complies with the stipulations of the law and takes place exclusively within the context of participating in the TerraLeads Network. In case of a termination of this Agreement – regardless the reason - the right of use set forth above will be revoked.

Publishers will not be granted any further rights of use. In particular, Publishers are not entitled to transmit the applications or the data contained therein to third parties, nor are they entitled to allow third parties to access such applications or data, nor may they modify or otherwise process such applications or data, incorporate them into another work, or use them in order to create data bases and/or information services of their own.

In case of violation of these Rules, Company reserves the right to use other legal measures besides termination of the agreement. In case violations of these Rules by the Publisher cause any third party to initiate administrative or any other legal prosecution against Company, the guilty party (i.e. the Publisher) shall fully cover all claim costs and any other related expenses.

Limitation of Liability

Company will not be held liable for the content of websites of third-parties, nor shall it be liable for any damages or other failures resulting from any defects of the participants' software or hardware or their incompatibility with the TerraLeads system; Company will also not be liable for damages resulting from the fact that the Internet was not available or malfunctioning.

Apart from that, Company will be held liable only under the following circumstances, regardless of the legal grounds:

- a) If one of its legal representatives or executives or other vicarious agents has acted intentionally or grossly negligently;
- b) In the event of any culpable breach of an essential contractual duty of delayed performance or the impossibility of performance, in each case based on the respective merits. The expression "essential contractual duty" describes a duty in the abstract, the fulfillment of which is an essential pre-requisite for the due implementation of the agreement, and that is a duty on whose fulfillment the respective other party can rely as a general rule.

Final Provisions

Company reserves the right to amend these provisions of the present General Business Terms and Conditions for Publishers that are minor in scope or nature, and to do so without citing any reasons, provided such modifications do not lead to the agreement

as a whole being restructured. Company shall communicate, by e-mail, the modified conditions at least two weeks prior to the effective date. Publishers who do not object in text form to the modification within four weeks after the receipt of the e-mail will be deemed to have accepted the respective modification.

The utilization of the TerraLeads network and its applications requires the use of special technical systems such as end user devices, software programs, transmission networks, telecommunications and other services provided by third parties, all of which may entail further costs. Company do not provide such end user devices, software programs, communication channels, telecommunications services or other services and therefore will not assume any liability for such services provided by third parties.

The rights and duties under the present agreement may only be transferred with the prior written consent of Company.

The present agreement does not establish a company, it does not authorize either of the parties to make any legally binding declarations on behalf of both parties together, or on behalf of the respective other party, nor does it authorize them to place the respective other party under any obligation or to represent it in any other way.

Should any individual provision of these General Business Terms and Conditions be of no effect, as a whole or in part, this shall not affect the validity of the remaining provisions. The invalid provision will be deemed replaced by that provision that is legally effective and comes closest, in the usual understanding, to the economic intent and purpose of the invalid provision. The same applies to any unintentional omission.

Publisher shall immediately notify Company of the commencement or threatened commencement of any action, suit or proceeding, or of the issuance or threatened issuance of any order, writ, injunction, award or decree of any court, agency or other governmental instrumentality involving Publisher or its activities under this Agreement or which may affect Partner's ability to perform its obligations hereunder.

Any dispute arising from or in connection with this Agreement, including with respect to its conclusion, performance or termination, is to be settled by the Cyprus courts of general jurisdiction.

The agreement on participation in the TerraLeads Network is concluded for an indefinite term. The parties may terminate the agreement at any time; the Publisher may terminate the agreement by using the "delete account" link in the TerraLeads Interface.