**Marketing Affiliate Program Agreement**

Introduction

1. This Marketing Affiliate Program Agreement (the “Agreement”) is formed between you (the “Affiliate”) and Atticalgo Pte. Ltd., a private company limited by shares incorporated and registered in Singapore with UEN 202446331G and whose registered office is 20a Tanjong Pagar Road, Singapore (“We” or “the Company”). This contract describes the rights and obligations of our business relationship.
2. This Agreement applies to your participation in our Affiliate Program. These terms and conditions are important, and you may not participate if you do not agree or do not fully understand these terms and conditions.
3. We may update and/or modify these terms and conditions at any time, with prior notice to you. Your continuous use of the Affiliate Program and unless you notify us in writing, the updated and/or modified terms and conditions of this Agreement shall be deemed accepted and shall apply to our business relationship.
4. We may terminate the Affiliate Program at any time, and we shall notify you of this in writing to the contact details you provide.

# Terms and Definitions

1. The following definitions apply in this Agreement:
	1. “The Company” means “we” or “us”, Atticalgo Pte. Ltd., a private company limited by shares incorporated and registered in Singapore with UEN 202446331G and whose registered office is 20a Tanjong Pagar Road, Singapore.
	2. “Marketing Affiliate Program” means our marketing affiliate program as described in this Agreement.
	3. “Affiliate Lead” means a prospective user paid Subscription Fee, that reach us via your Affiliate Link.
	4. “Affiliate Lead of lower tier” means a prospective user paid Subscription Fee, that reach us via Affiliate Link of the Affiliate Lead.
	5. “Affiliate Structure” means all Affiliate Leads of lower tiers attracted by one Affiliate.
	6. “Affiliate Link” means the unique tracking link you place on your site or promote through your own channels to generate Affiliate Leads.
	7. “Agreement” means this Marketing Affiliate Program Agreement and all materials referred or linked to in here.
	8. “Commission” means a fee accrued on the basis of performance of Affiliate of Marketing Plan published in Affiliate Account.
	9. “Affiliate Lead Data” means all the information the Affiliate Lead submits to us for the purpose of KYC and AML due diligence.
	10. “Marketing Plan” means a document published by the Company in Affiliate`s Account describing types and grounds for accrual of Commission to the Affiliate.
	11. “You” and “Affiliate” means the party, other than the Company, entering into this Agreement and participating in the Affiliate Program.
2. All other capitalized terms used in this Agreement shall have the same meaning as defined in Terms of Use.

Non-Exclusivity

1. This Agreement does not create an exclusive agreement between you and us. Both parties have the right to engage in similar business relationships with third parties and to work with other parties in connection with referrals and affiliate programs.

Acceptance

1. Once you complete the application to become an Affiliate, we will review your application and notify you whether you have been accepted to participate in the Affiliate Program, or not. Before we accept an application, we may want to request additional information from you. If we do not notify you that you are accepted to participate in the Affiliate Program within 15 business days from your application, your application is considered to be rejected.
2. If you are accepted to participate in the Affiliate Program, then upon notification of acceptance, the terms and conditions of this Agreement shall apply in full force and effect, until terminated, pursuant to the terms set forth below. Further, you will need to complete any enrollment criteria within 15 business days of your acceptance. Failure to complete any enrollment criteria within 15 business days will result in the immediate termination of this Agreement and you will no longer be able to participate in the Affiliate Program.
3. You shall comply with the terms and conditions of this Agreement at all times and shall uphold Company`s reputation and high standards at all times.

Affiliate Leads

1. You are entitled to receive commissions from the Affiliate Leads that have successfully paid Subscription fee.
2. If the Affiliate Lead does not pay the Subscription fee within the 30 calendar days from the first entrance to the Website upon your link, you will not be eligible for a Commission payment, even if the Affiliate Lead decides to pay Subscription fee after the time period has expired.
3. We may elect to engage with the prospect Affiliate Lead directly, regardless of whether or not the Affiliate Lead is valid. If an Affiliate Lead is not valid, we may choose to maintain it in our database and we may choose to engage with such Affiliate Lead in future. Any engagement between us and an Affiliate Lead will be at our own discretion.

Commission and Payment

1. Accrued amount of Commission shall be specified in Affiliate`s Account.
2. We will pay the Commission amount due to you within 45 calendar days after the end of each fiscal quarter for any Commission amounts that you become eligible for according to the section above. Before the actual payment of the Commission, you shall sign and send a copy to Us of the act of acceptance in the form of Annex A to this Agreement. The act of acceptance is formed by electronic means available in your Account. By signing this act of acceptance you confirm that all information contained therein is correct and amount of your Commission is final.
3. You are responsible for payment of all taxes applicable to the Commissions.
4. All amounts payable by us to you are subject to offset by us against any amounts owed by you to us.
5. We reserve the right to alter or change the Commission amount and/or grounds for accrual of Commission to the Affiliate. We will post all information regarding the Commission amount and grounds for accrual of Commission to the Affiliate on the Affiliate Program Page, including by updating Marketing Plan.

Training and Support

1. We may make available to you various webinars and other resources made available as part of our Affiliate Program. If we make such resources available to you, you will encourage your sales representatives and/or other relevant personnel to participate in training and/or other certifications as we recommend and may make available to you from time-to-time. We may change or discontinue any or all parts of the Affiliate Program benefits or offerings at any time without notice.

Trademarks

1. You grant to us a nonexclusive, nontransferable, royalty-free right to use and display your trademarks, service marks and logos (“Affiliate Marks”) in connection with the Affiliate Program.
2. During the term of this Agreement, in the event that we make our trademark available to you, you may use our trademark as long as you follow the usage requirements in this section. You must only use the images of our trademark that we make available to you, without altering then in any way; only use our trademarks in connection with the Affiliate Program and this Agreement; and immediately comply if we request that you discontinue its use. You must not use our trademark in a misleading or disparaging way; use our trademark in a way that implies we endorse, sponsor or approve of your services or products; or use our trademark in violation of applicable law or in connection with an obscene, indecent, or unlawful topic or material.

Proprietary Rights

1. No license to any software is granted by this Agreement. Our products are protected by intellectual property laws. Our products and services belong to and are property of us or our licensors (if any).
2. We retain all ownership rights in all our products. You agree not to copy, rent, lease, sell, distribute, or create derivative works based on our content, trademarks, or products in whole or in part, by any means, except as expressly authorized in writing by us.

Confidentiality

1. As used herein, “Confidential Information” means all confidential information disclosed by a party (“Disclosing Party”) to the other party (“Receiving Party”), whether orally or in writing, that is designated as confidential or confidential by nature. Confidential Information does not include any information that is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party or was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party. The Receiving Party shall protect the confidentiality of the Confidential Information of the Disclosing Party using the same degree of care that it uses with its own confidential information, but in no event less than reasonable care, not use any Confidential Information of the Disclosing Party if required to do so under any federal, state, or local law, statute, rule or regulation, subpoena or legal process.

Term and Termination

1. This Agreement will apply for as long as you participate in the Affiliate Program, until terminated.
2. Either party may terminate this Agreement without cause and with 5 calendar days prior notice to the other party.
3. If we update or replace the terms of this agreement, you may terminate this Agreement with 5 calendar days prior notice to us.
4. We may terminate this Agreement with 5 calendar days prior notice to you of a material breach if such breach remains uncured at the expiration of such period, upon 15 calendar days prior notice to you of non-payment of any amount due to us if such amount remains unpaid at the expiration of such period, immediately, if you become the subject of a petition of bankruptcy or any other proceeding relating to insolvency, receivership, liquidation, or assignment for the benefit of creditors, immediately, if you breach the terms applicable to your subscription with us, including if you default on your payment obligations to us or our affiliate, or immediately, if we determine that you are acting, or have acted, in a way that has or may negatively reflect on or affect us, our prospects, or our customers.
5. Expiration of this Agreement and termination of this Agreement with or without cause shall not affect our obligation to pay you a Commission, so long as the related payment of Subscription fee by your Affiliate Lead is recognized by us within 30 calendar days after the date of such termination or expiration. Provided however, in the event of termination without cause by you, or for cause by us, our obligation to pay and your right to receive any Commission will terminate upon the date of such termination, regardless of whether you would have otherwise been eligible to receive Commission prior to the date of termination. Except as expressly set forth in this section, you are not eligible to receive a Commission payment after expiration or termination of this Agreement. Upon termination or expiration, you will discontinue all use of and delete the materials that we make available to you for your participation in the Affiliate Program. Upon termination or expiration, an Affiliate Lead is not considered valid, and we may choose to maintain it in our database and engage with such a prospect.
6. Upon termination or expiration, you will immediately discontinue all use of our trademark and references to this Affiliate Program from your website(s) and other collateral.

Representations and Warranties

1. You represent and warrant that you have all sufficient rights and permissions to participate in the Affiliate Program and to provision us with Affiliate Leads for our purposes and marketing efforts, your participation in this Affiliate Program will not conflict with any of your existing agreements or arrangements; and you own or have sufficient rights to use and to grant to us our right to use the Affiliate Marks.
2. You further represent and warrant that you will ensure that you are compliant with any trade or regulatory requirements that may apply to your participation of the Affiliate Program (for example, by clearly stating you are a affiliate on any website(s) you own where you make the Affiliate Link available, you will accurately provide us with information related to the use of our trademarks, you will not purchase ads that direct to your site or through an Affiliate Link that could be considered as competing with our own advertising, including, but not limited to, our branded keywords; you will not participate in cookie stuffing or pop-ups, false or misleading links are strictly prohibited; you will not attempt to mask the referring URL information; you will not use your own Affiliate Link to pay Subscription fee by yourself.
3. You further represent and warrants that you and your Affiliate Leads are not citizens, residents or tax residents of Afghanistan, Algeria, Bolivia, Botswana, Burma, Burundi, Canada, Egypt, Iran, Iraq, Japan, Korea DPR, Pakistan, Singapore, United Kingdom, United States and depending territories, and countries or territories or individuals under the sanctions of the United Nations or the European Union or countries where cryptocurrency is prohibited.

Indemnification

1. You will indemnify, defend and hold us harmless, at your expense, against any third-party claim, suit, action, or proceeding (each, an “Action”) brough 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 your participation in the Affiliate Program, our use of the prospect data you provided us, your non-compliance with or breach of this Agreement, or our use of the Affiliate Marks. We will notify you in writing within 30 days of our becoming aware of any such claim; give you sole control of the defense or settlement of such a claim; and provide you (at your expense) with any and all information and assistance reasonably requested by you to handle the defense or settlement of the claim. You shall not accept any settlement that imposes an obligation on us, requires us to make an admission or imposes liability not covered by these indemnifications or places restrictions on us without our prior written consent.
2. Limitations of Liability
3. We and our affiliated and subsidiary companies make no representations or warranties about the suitability, reliability, availability, timeliness, security or accuracy of our products, our content, and the Bot.
4. Our products, content, and the Bot are available “as is” without warranty or condition of any kind. We disclaim all warranties and conditions of any kind with regard to our products, content and the Bot, including implied warranties or conditions of merchantability, fitness for a particular purpose, title, and non-infringement.
5. To the extent permitted by law, in no event shall either party be liable for any indirect, punitive, or consequential damages, including lost profits or business opportunities.
6. If, notwithstanding the other terms of this Agreement, we are determined to have any liability to you or any third party, the parties agree that our aggregate liability will be limited to the total commission amounts you have actually earned for the related Affiliate Leads in the 3 month period preceding the event giving rise to a claim.
7. We disclaim all liability with respect to the affiliate link, we do not promise or guarantee we will make it available to you, and we may choose to remove or suspend access in our discretion.

Non-Solicitation

1. You agree not to intentionally solicit for employment any of our employees or contractors during the term of this Agreement and for a period of 12 months following the termination or expiration of this Agreement.

**Non-compete**

1. You agree not to intentionally promote third-party software similar to the Bot, or any other third-party services similar to the Bot, Website and/or other Company`s services during the term of this Agreement and for a period of 12 months following the termination or expiration of this Agreement.

General

1. We may update and change any part or all of this Agreement, including by replacing it in its entirety. If we update or change this Agreement, the updated Agreement will be made available to you and we will let you know by email. The updated Agreement will become biding on the next business day after we have notified you.
2. When we change this Agreement, the “Last Modified” date above will be updated to reflect the date of the most recent version. We encourage you to review this Agreement periodically. If you don’t agree to the update, change or replacement, you can choose to terminate as we describe above.
3. 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.
4. Neither party will be responsible for failure or delay of performance if caused by an act of war, hostility, or sabotage; act of God; electrical, internet, or telecommunications; or other event outside the reasonable control of the obligated party (“force majeure event”). Each party will use reasonable efforts to mitigate the effect of a force majeure event.
5. Both you and we agree that no joint venture, partnership, employment, or agency relationship exists between you and us as a result of this Agreement.
6. This Agreement shall be governed by the laws of the Singapore, without regard to the conflict of laws provisions thereof.
7. Any dispute arising out of or in connection with this Agreement, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration administered by the Singapore International Arbitration Centre (“SIAC”) in accordance with the Arbitration Rules of the Singapore International Arbitration Centre (“SIAC Rules”) for the time being in force, which rules are deemed to be incorporated by reference in this clause. The seat of the arbitration shall be Singapore. The Tribunal shall consist of one arbitrator appointed by SIAC. The language of the arbitration shall be English.
8. If any part of this Agreement is determined to be invalid or unenforceable by applicable law, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of this Agreement will continue in effect.
9. This Agreement is the entire agreement between us for the Affiliate Program and supersedes all other proposals and agreements, whether electronic, oral or written, between us. We object to and reject any additional or different terms proposed by you, including those contained in your communication with us.
10. It is the express wish of both you and us that this Agreement and all related documents be drawn up in English. We might make versions of this Agreement available in languages other than English. If we do, the English version of this Agreement will govern our relationship and the translated version is provided for convenience only and will not be interpreted to modify the English version of this Agreement.
11. You 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.
12. Nothing in this Agreement, express or implied, is intended to or shall confer upon any person or entity (other than the parties hereto) any right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.
13. We grant to you only the rights and licenses expressly stated in this Agreement, and you receive no other rights or licenses with respect to us, the Bot, Website, our trademarks, or any other property or right of ours.
14. Each party represents and warrants to the other that it has full power and authority to enter into this Agreement and that it is binding upon such party and enforceable in accordance with its terms.

Annex A

to Marketing Affiliate Program
Agreement

Form of act of acceptance

Beginning of the form

Act of acceptance

Affiliate hereby confirms that Affiliate`s Commission for the period from \_\_ till \_\_\_\_ shall be calculated as follows:

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| Number of attic points | Amount of Subscription fee paid by Affiliate Structure | Trading amount\* of Affiliate Structure | Basic Commission | Commission from Trading amount | Additional Commission | Total bonus Amount |
|  |  |  |  |  |  |  |

\*for the purpose of this Act, trading amount shall mean the amount of funds that Affiliate and Affiliate structure trade using the Bot.

End of the form