

GOLDBROKER LTD: a company listed in the Registry of Companies (ROC) under number C53008, specialised in physical gold and silver trading and editor of the platform "GoldBroker.com" having its registered office at GOLDBROKER LTD 25 Eccleston Place SW1W9NF London United Kingdom, represented for the purposes hereof by Fabrice Drouin Ristori, in his capacity of Chief Executive Officer

Hereinafter referred to as "GOLDBROKER LTD"

AND the 'Affiliate/Partner'

## **PREAMBLE:**

GOLDBROKER LTD has created and developed an affiliate software program available online at URL: <https://goldbroker.com/affiliate-program>

GOLDBROKER LTD provides all type of marketing services through its affiliate platform (banners, links, widgets)

GOLDBROKER LTD gives the Publishers access to the marketing campaigns on the GoldBroker.com affiliate program. GOLDBROKER LTD offers to all network members support, payment of the generated commission for promoting the marketing campaigns, through text links banners and other marketing tools available on the GoldBroker.com's affiliate platform.

To join the GOLDBROKER LTD affiliate program, every website owner must register to the platform by completing the registration form online and agreeing to the Terms and Conditions. The Affiliate/Partner confirms to GOLDBROKER LTD that they are not a private individual less than 18 years of age and have the legal rights to register to the affiliate network and promote GoldBroker.com in their country of residency.

This Agreement shall come into force upon the Affiliate/Partner acceptance and shall remain in effect until terminated. The Affiliate/Partner also bears sole responsibility in ensuring they have the legal right to promote GoldBroker.com through links/banners or any other marketing tools.

NOW AND THEREFORE, THE PARTIES HAVE AGREED AS FOLLOWS:

## **ARTICLE 1 : DEFINITIONS**

For the purposes of this Agreement, the following terms shall have the following meanings: PLATFORM: The affiliate platform, available online and enabling the connection between GoldBroker.com and the Affiliate/Partner is giving detailed information of the Affiliate/Partner performance such as impressions, clicks and registrations.

AFFILIATE/PARTNER: Person or entity, member of the GoldBroker.com affiliate network, displaying ads on their website and generating commission from GoldBroker.com's financial services generated through the links/ banners and/or any other marketing materials on their site(s). Web User : An

individual or a legal entity connected to the Internet, using the web to carry out actions - interactive or otherwise - such as viewing websites, exchanging information or carrying out legally recognised actions such as purchasing products or services.

MARKETING CAMPAIGN: A set of conditions governing the relationship between the Affiliate/Partner and GOLDBROKER LTD, including the remuneration (commission) payable by GOLDBROKER LTD to the Affiliate/Partner.

## **ARTICLE 2 : OBLIGATIONS OF GOLDBROKER LTD**

GOLDBROKER LTD is committed to ensuring the proper functioning of the affiliate platforms and software components, giving the users full access to all services offered on the platform under the terms and conditions of this contract.

In case of technical failure affecting the operation of the platform for reasons beyond the control of GOLDBROKER LTD, such as a breakdown in the communication system, a breakdown in the Internet Service Provider system, or any other reason whatsoever, GOLDBROKER LTD is committed to inform the Affiliate/Partner of the situation and solve the technical problem as quickly as possible. GOLDBROKER LTD is committed to record and preserve digital information for the Affiliate/Partner via methods of their choice through the period necessary for the execution of the contract. GOLDBROKER LTD is to ensure the permanent availability and access of the Affiliate/Partner to the statistics of the marketing campaigns, such as impressions, clicks, registration forms and generated earnings (commission).

GOLDBROKER LTD will regularly inform the affiliate network members, by methods of their choice about new launched marketing campaigns, providing full information on the campaign terms and conditions.

GOLDBROKER LTD reserves the right to accept or refuse any new Affiliate/Partner, willing to join the network. In case of refusal, GOLDBROKER LTD reserves the right to provide no explanation or compensation.

GOLDBROKER LTD is to provide to the publisher all necessary marketing tools such as banners, text links, needed for the promotion of GoldBroker.com financial service. In case of technical failure affecting the functioning of the platform for reasons beyond the control of GOLDBROKER LTD, such as a breakdown in the communication system, a breakdown in the Internet Service Provider system, or any other reason whatsoever, GOLDBROKER LTD is to notify immediately the Affiliate/Partners about the issue and when it has been solved. Events like this shall not affect the continuation of the contract and shall not give rise to any claim by the Affiliate/Partner. These events must be considered as constituting force majeure.

GOLDBROKER LTD has the right to monitor the Affiliate/Partner's website to ensure they are complying with the terms of this Agreement and the Affiliate/Partner shall provide GOLDBROKER LTD with all data and information (including, but not limited to passwords) to enable GOLDBROKER LTD to perform such monitoring at no charge.

GOLDBROKER LTD provides detailed information of the Affiliate/Partner commission due by GOLDBROKER LTD.

The commission are calculated based on the statistics and reports held by GOLDBROKER LTD. These reports are updated on daily basis.

In the affiliate account the Affiliate/Partner has an access to all the statistics of the earnings generated. These earnings will remain on standby till they get confirmed and paid. All confirmed earnings become payable by GOLDBROKER LTD to the Affiliate/Partner.

### **ARTICLE 3 : OBLIGATION OF THE AFFILIATE/ PARTNER**

The Affiliate/Partner agrees to provide GOLDBROKER LTD with reasonable assistance in respect of the display, access, transmission and maintenance of links.

The Affiliate/Partner shall incorporate and permanently display the latest links provided by GOLDBROKER LTD on every page of their website in a manner agreed between the both parties. The Affiliate/Partner shall not change the shape, location or operation of the links provided by GOLDBROKER LTD without its permission.

The Affiliate/Partner agrees to place the tracking links provided by GOLDBROKER LTD to ensure the proper tracking of the website users actions like- impressions, clicks registrations and deposits. GOLDBROKER LTD strictly prohibits any fraudulent actions by the Affiliate/Partner.

The Affiliate/Partner undertakes to respect the methods of implementing each marketing campaign in accordance with the specifications given in the affiliate campaign description.

In particular, GOLDBROKER LTD draws the Affiliate/Partner's attention to the following points:

**Mailing:** Unless explicitly authorised to do so by GOLDBROKER LTD, it is formally prohibited for the Affiliate/Partner to promote GoldBroker.com website with an emailing except when using the visual elements provided by GOLDBROKER LTD. If GOLDBROKER LTD authorises the e-mailing, the Affiliate/Partner shall obtain GOLDBROKER LTD approval for the visual element planned for use. Furthermore, the Affiliate/Partner attests that the e-mailing carried out should be done so on an opt- in basis, in accordance with the applicable law.

Incentive: It is formally prohibited for the Affiliate/Partner to offer "premiums" or "commissions" to potential investors in any form whatsoever.

## **ARTICLE 4 : FIGHT AGAINST FRAUD**

In the interest of all parties, all actions aimed at artificially increasing the commission owed to the Affiliate/Partner are prohibited.

Any action carried out (automatically or otherwise) by the Affiliate/Partner with the aim of generating commissions shall be considered fraudulent. Similarly, any action that does not respect the implementation methods for a marketing campaign may be deemed fraudulent by GOLDBROKER LTD, without any further justification.

In the event of fraud, the contract will be terminated with immediate effect, without notice and without any compensation. If applicable, GOLDBROKER LTD will request the reimbursement of amounts unduly paid to the Affiliate/Partner, and reserves the option of commencing legal proceedings against the Affiliate/Partner. Unless previously authorised by GOLDBROKER LTD in writing, the following operations shall not be taken into account in the calculation of commissions:

Artificial, repeated clicks not made by a web surfers (meaning an individual freely choosing to click on an advertiser's visual element), carried out by a robot, software or by any other means; - forced clicks: a forced click is considered to be a click on an advertiser's visual element imposed on a web surfer in order to grant this latter's access to the Affiliate/Partner's website, to confirm an action - to send a message, etc. (this list is not intended to be exhaustive).

The automated generation of e-mail addresses, clicks obtained using modified tags, Clicks obtained using tags placed on a website that has not been declared by the Affiliate/Partner, The multiple registration of the same state in order to mislead GOLDBROKER LTD, and more generally, events obtained by the Affiliate/Partner following the Affiliate/Partner's failure to respect these conditions, including their obligations to the GOLDBROKER LTD.

## **ARTICLE 5 : COMMISSION PLAN, BILLING AND PAYMENT**

GOLDBROKER LTD provides to its Affiliates/Partners different types of commission plan when promoting GoldBroker.com investment service, details of the commission plan are detailed on GoldBroker.com's affiliate program webpage here : <https://goldbroker.com//affiliate-program>

CPA (FLAT): Cost Per Acquisition Online advertising payment model in which payment is based solely on qualifying sales.

REVENUE SHARE : The revenue share payment model is a percentage calculated from the net revenues generated by the investors. It's a lifetime

revenue share, meaning that the Affiliate/Partner earns commission as long as the investor store or order with GoldBroker.com.

GOLDBROKER LTD will be tracking every visit to the GoldBroker.com's website. Based on the information gathered the Affiliate/Partner commission will be determined and paid by the GOLDBROKER LTD.

GOLDBROKER LTD processes payments to its Affiliates/Partners once a month (at the beginning of each month), using the payment information filled in the Affiliate/Partners account. GOLDBROKER LTD can pay its affiliates only if the commission are validated in the affiliate account. Validated commission have to reach the minimum threshold of 100 Euro/ Dollars, no payment can be done if this threshold is not reached.

Payments will be made to Affiliate/Partner by GOLDBROKER LTD once the GOLDBROKER LTD's staff has made a detailed check on the quality of the traffic sent by each partner. Based on this report the commission due gets validated and paid. If any of these has not been completed, GOLDBROKER LTD will not proceed with the payments.

All commission generated is subject to final approval by the GOLDBROKER LTD's staff, once confirmed by GOLDBROKER LTD it becomes payable to the affiliate partners.

## **ARTICLE 6 : MODIFICATION OF A WEBSITE**

Any change to the name of any of the Affiliate/Partner's websites and any change to the location of its hosting, its size, its purpose, its frequency of updating shall have no effect on the Contract, which will be applied as of right and automatically to the modified website.

The Contract relates to all the hosting locations of this website, existing or future. In the event that the Affiliate/Publisher modifies its website significantly or spreads its website across several different sites, the Affiliate/Publisher must inform GOLDBROKER LTD in order to proceed with the reassessment of the characteristics of the Affiliate/Partner's website(s). Once this has been performed, the Contract shall apply to these new sites automatically and as of right.

## **ARTICLE 7 : LIABILITY**

Neither Party shall be liable for any indirect loss suffered by the other party.

Neither Party shall be liable for any damage, direct or indirect, or being in connection with this Agreement, including, without limitation, lost profits, loss of income, loss of clients, loss or corruption of data.

GOLDBROKER LTD shall not be held responsible by the Affiliate/Partner, if GOLDBROKER LTD is not able to identify a new investor or user from the Affiliate/Partner's website. The aggregate liability of GOLDBROKER LTD in this Agreement shall in no case exceed the amount of commissions paid by

GOLDBROKER LTD during the period of six months from the date on which the issue occurred or because of compensation arose.

GOLDBROKER LTD specifically points out that advertising of precious metals investment services is subject to legal restrictions in certain countries and possibly even prohibited. In such an event the Affiliate/Partner acknowledges that he is not entitled to publish GOLDBROKER LTD advertising material on his website. In this case the Affiliate/Partner is also forbidden to participate in the affiliate program.

If discomfort occurs, in any form whatsoever, for GOLDBROKER LTD or for the Affiliate/Partner due to ignorance of the prohibitions in the country of domicile of the Affiliate/Partner, the Affiliate/Partner will be solely responsible for these drawbacks.

## **ARTICLE 8 : FORCE MAJEURE**

None of the parties will be held responsible for the failures or delayed actions stated in this agreement caused by a force majeure event.

Force majeure should be defined as an extraordinary event or circumstance beyond the control of the parties that prevents one or both parties from fulfilling part or all of their obligations under this contract or such that may affect the performance of the actions making it excessively onerous or difficult to be fulfilled.

As such are considered: natural disasters, war, political changes, strikes, the act of a public authority or the creation of taxes.

It is agreed that the force majeure will only result the suspension of this agreement, during the time that this extraordinary event occurs. The party that would use the force majeure as an excuse to terminate the contract will have to inform the other party.

## **ARTICLE 9 : INTELLECTUAL PROPERTY**

Affiliate/Partners who advertise on their websites one of the GoldBroker.com's marketing campaigns will not have any intellectual right on the marketing tools, the products nor the services offered. For the campaign duration GOLDBROKER LTD gives to the Affiliate/Partner and only for the specific campaign, a non-exclusive right to use the trademarks and trade names with commercial purposes. The usage of the affiliate program by the Affiliate/Partner does confer only a right to use, non- exclusive and limited by the contract continuation.

The Affiliate/Partner agrees not to infringe, directly or indirectly the intellectual property rights of GOLDBROKER LTD.

Nothing in this Agreement constitutes a license, assignment, transfer or other intellectual property law, including, without limitation, patents, trademarks, copyrights, database.

## **ARTICLE 10 : TERM AND TERMINATION**

This Agreement shall remain in force indefinitely. It can terminate in several cases.

### Termination for cause

GOLDBROKER LTD to terminate the contract, effective immediately, by giving written notice to the Affiliate/Partner if it violates any of its material obligations under this Agreement if it fails to remedy it within 15 days of receipt of the demand made by GOLDBROKER LTD.

### Termination without cause

GOLDBROKER LTD may unilaterally terminate this agreement within a period of four weeks after receipt by the other party of the notification by GOLDBROKER LTD, and without explanation. No damages shall be payable to the Publisher.

### Termination for no use

Any Affiliate/Partner account which is not use for more than two years (the last date of connection to the affiliate account is taken into consideration) will be automatically close and all pending commissions related to this account will not be paid to the affiliate.

### Consequences of Termination

In the event of termination of this Agreement, the Affiliate/Partner shall immediately cease using the Services and the platform. The Affiliate/Partner shall immediately return all confidential information received to GOLDBROKER LTD

## **ARTICLE 11 : GENERAL PROVISIONS**

Assignment: Affiliate/Partner shall not assign or transfer in any manner whatsoever this Agreement to any third party, unless GOLDBROKER LTD expressly agrees to such assignment of transfer in writing.

### Severability:

If for any reason a court of competent jurisdiction finds any provision of this Agreement invalid or unenforceable, such provision will be enforced to the maximum extent and the other provisions of this Agreement will remain in full force and effect.

### Notices:

All notices under this Agreement shall be sent in writing at the address of the Parties stated on the first page of this Agreement. Any change of address may be notified to the other Party in compliance with this Section.

Notices will be deemed served (i) when delivered in person, on the date indicated on the receipt, (ii) when delivered by registered mail return receipt requested, on the date indicated on the receipt or, if there is no reception, on the date it is first delivered, (iii) when delivered by overnight postal service, if available, on the date indicated by this service on the probill, the air waybill or any other receipt, or (iv) when delivered by facsimile or email on the date of the return confirmation facsimile or email. In case (iv), the notification will not be deemed served if no confirmation is sent in return.

Entire Agreement:

This Agreement constitutes the complete and exclusive understanding and agreement between the Parties regarding its subject matter and supersedes all prior or contemporaneous agreements or understandings, written or oral, relating to its subject matter.

Waiver / Amendment:

Any waiver, modification or amendment of any provision of this Agreement will be effective only if in writing and signed by duly authorized representatives of each Party.

## **ARTICLE 12 : GOVERNING LAW AND JURISDICTION**

The Agreement shall in all respects be governed by and interpreted in accordance with the laws of Malta.

Any dispute, controversy or claim arising out of or relating to this Agreement, or the breach, termination or invalidity thereof, shall be settled by arbitration in accordance with Part IV (Domestic Arbitration) of the Malta Arbitration Act and the Arbitration Rules of the Malta Arbitration Centre as at present in force. The appointing authority and administrator shall be the Malta Arbitration Centre. The number of arbitrators shall be one. The place of arbitration shall be Malta. The language to be used in the arbitral