

Terms And Conditions

To participate in the Paysafe Affiliates Programme Affiliates must comply with these Terms and Conditions at all times ("**Terms and Conditions**"). BY CHECKING THE BOX "Terms and Conditions before proceeding with your application" YOU AGREE TO BE BOUND BY THESE TERMS. IF you do NOT AGREE TO THESE TERMS, DO NOT CHECK THE BOX AND DO NOT APPLY TO PARTICIPATE IN THE PAYSAFE AFFILIATES PROGRAMME.

These Terms and Conditions are made between Paysafe Payment Solutions Limited, company number 626665, with its registered office located at Grand Canal House, Grand Canal Street Upper, Dublin 4, DO4 Y7R5 Ireland ("**Paysafe**" or "**us**") and you (hereinafter "**Affiliate**"), each a Party or collectively the Parties.

1. The Paysafe Affiliates Programme allows Affiliates to generate commission through the referral of the Paysafe Services to New Members ("**Paysafe Affiliates Programme**"). **Definitions and Interpretation**

1.1 The following terms when used in these Terms and Conditions shall have the following meaning:

Affiliate Member Account means the Member Account(s) held in the name of Affiliate with either Skrill and/or NETELLER that the Referred Members' accounts are tagged to.

Affiliate Relatives means: (i) where Affiliate is a legal entity, any affiliate, director, officer, shareholder or employee of Affiliate; or (ii) where Affiliate is a natural person, a spouse, common law partner, civil partner, child, step child, sibling, parent, parents-in-law, aunt, uncle, cousin or grandparent of Affiliate.

Applicable Laws and Regulations means any law, statute, rule, regulation, order, circular, decree, directive, judgment, decision or other similar mandate of any applicable central, national, state or local governmental authority having competent jurisdiction over, or application, to the Party, a Referred Member, or subject matter in question.

Commission means the commission payable by Paysafe to Affiliate for the referral of the Paysafe Services to New Members in accordance with clause 3 (Commission) hereto.

Confidential Information means (i) these Terms and Conditions; (ii) each Party's trade secrets, business plans, strategies, methods and/or practices; and (iii) any other information relating to either Party or its business that is not generally known to the public, including but not limited to information about either Party's personnel, products, customers, marketing strategies, services or future business plans. Notwithstanding the foregoing, Confidential Information specifically excludes (A) information that is now in the public domain or subsequently enters the public domain by publication or otherwise through no action or fault of the other Party; (B) information that is known to either Party without restriction, prior to receipt from the other Party under this Agreement, from its own independent sources as evidenced by such Party's written records, and which was not acquired, directly or indirectly, from the other Party; (C) information that either Party receives from any third Party reasonably known by such receiving Party to have a legal right to transmit such information, and not under any obligation to keep such information confidential; and (D) information independently developed by either Party's employees or affiliates provided that either Party can show that those same employees or affiliates had no access to the Confidential Information received hereunder.

Fee Revenue means the net transaction fees charged to a Paysafe Merchant for the receipt of payments from Tagged Accounts excluding, transaction fees in relation to

payments made using a Skrill Prepaid Card, foreign exchange fees, rebates, cashback, reversal costs, chargeback costs, administration fees and any other applicable fees as agreed between Paysafe and the Merchant.

Intellectual Property means any patents, trademarks, copyrights, design rights (whether registrable or not), logos, copyright, trade, business and domain names, moral rights, know-how, trade secrets, rights in databases, rights in computer software and any other similar rights or obligations whether registrable or not (and including all applications and renewals or extensions of such rights) in any country;

Member Account means the Skrill and/or NETELLER electronic money account registered with Paysafe Payment Solutions Limited in the name of a Member (excluding the Affiliate Member Account).

NETELLER Services means the NETELLER services provided by Paysafe Payment Solutions Limited which includes (but is not limited to) the issuance of electronic money and related payment processing services for the purpose of the Member Account.

New Member means a consumer who, at the time of the referral by Affiliate to Paysafe in accordance with clause 2, does not have an existing Member Account.

Paysafe Merchant means an individual, a body corporate, an association, a partnership, a trust or any other entity or organisation that has been accepted by Paysafe Payment Solutions Limited, to accept online payments from Members for goods and services.

Paysafe Services means the Skrill Services and the NETELLER Services.

Prohibited Activities means the activities set out in clause 4 or any other activities communicated by Paysafe from time to time.

Referred Member means a New Member who was referred by Affiliate to Paysafe Services using the link provided in Affiliate's Approved Media and has successfully registered a Member Account in accordance with the applicable Member Account Terms of Use.

Skrill Services means the Skrill services provided by Paysafe Payment Solutions Limited which includes (but is not limited to) the issuance of electronic money and related payment processing services for the purpose of the Member Account.

Sub-Affiliate means any person or entity referred to Paysafe by Affiliate for the purposes of acquiring Members and has entered into an agreement with Paysafe to participate in the Paysafe Affiliates Programme.

Tagged Account means the Member Account of a Referred Member that has been tagged to the Affiliate Member Account for the purpose of generating Commission.

1.2 The terms of use that govern the applicable Affiliate Member Account, as amended from time to time (the "**Member Account Terms of Use**"), are incorporated into and form part of these Terms and Conditions and apply to Affiliate and the Affiliate Member Account. The Paysafe Member Account Terms of Use are available at <https://www.neteller.com/en/policies/terms-of-use> and <https://www.skrill.com/en/footer/terms-conditions/skrillaccounttermsofuse/>

1.3 In the event of any inconsistency between any of the provisions of the applicable Member Account Terms of Use and these Terms and Conditions, to the extent of the inconsistency, these Terms and Conditions will prevail. Capitalised words have the same meaning as in the Paysafe Member Account Terms of Use, if not otherwise defined herein.

2 Referrals

- 2.1 Affiliate shall co-operate in good faith with Paysafe to promote and refer the NETELLER and/or Skrill Services to New Members in accordance with these Terms and Conditions. Affiliate acknowledges and agrees that Paysafe may in its sole discretion decide whether or not to accept New Members as Referred Members.
- 2.2 Affiliate may also refer Sub-Affiliates to Paysafe. Paysafe, in its sole discretion will decide whether to accept the Sub-Affiliate to the Paysafe Affiliates Programme.
- 2.3 The legal relationship between Paysafe and any Referred Member or Sub-Affiliate will be the sole remit and responsibility of Paysafe. With the exception of clause 3 (Commission) Paysafe will not be liable to account to Affiliate any details of such relationships.
- 2.4 Affiliate shall not have any power to accept Referred Members or make contracts on behalf of Paysafe and shall not make or give any promises, representations, warranties or guarantees, whether expressed or implied to New Member on behalf of Paysafe.
- 2.5 Affiliate shall not refer Affiliate Relatives to Paysafe and Paysafe shall not be liable to pay Commission to Affiliate in relation to Affiliate Relatives. If any Referred Members or Sub-Affiliates become Affiliate Relatives, Affiliate shall notify Paysafe immediately and Paysafe shall cease paying Commission in respect of the Affiliate Relative with immediate effect.
- 2.6 To participate in the Paysafe Affiliates Programme, you will need to apply for an affiliate account for Skrill and NETELLER in the Paysafe Affiliates programme that will enable you to access your referral links, commission reports and other tools and information that Paysafe may provide from time to time.
- 2.7 Affiliate must have an Affiliate Member Account with Skrill to promote the Skrill Services and an Affiliate Member Account with NETELLER to promote the NETELLER Services.

3 Commission

- 3.1 In consideration of the services rendered under these Terms and Conditions, Paysafe shall pay Affiliate the following Commission:
 - (a) 20% of Fee Revenue earned from Tagged Accounts; and
 - (b) 10% of the commission paid to any Sub-Affiliate in relation to the Paysafe Affiliates Programme.For the avoidance of doubt, unless otherwise agreed by Paysafe in writing, each Referred Member shall only have one Tagged Account. No Commission will be payable by Paysafe to Affiliate in relation to other Member Accounts held by Referred Members.
- 3.2 Paysafe, in its absolute discretion, may stop paying commission in respect of a Referred Member or a Sub-Affiliate and reclaim or set off future Commission payments against any Commission paid to Affiliate in respect of the relevant Referred Member or Sub-Affiliate, where Paysafe has reasonable grounds to believe the Referred Member or Sub-Affiliate concerned:
 - (a) had a Member Account (either through their direct relationship with Paysafe or through another third-party) at the time of the referral by Affiliate;
 - (b) was an Affiliate Relative at the time of referral or subsequently becomes an Affiliate Relative;

(c) performs or attempts to perform a Prohibited Activity.

Paysafe will inform Affiliate of any such suspension in advance, or, if this is not possible, immediately afterwards and give its reasons for the suspension unless to do so would compromise reasonable security measures or is otherwise unlawful.

- 3.3 Paysafe will pay Commission within 15 working days (or in such other frequency as determined by Paysafe) following the end of the calendar month for which Commission is due and payable. Commission in respect of Referred Members on the Skrill platform will be paid into the Skrill Affiliate Member Account and Commission in respect of Referred Members on the NETELLER platform will be paid directly into the NETELLER Affiliate Member Account.
- 3.4 The Commission will be inclusive of VAT, if applicable, or other applicable sales or service tax. If Affiliate runs a business that is subject to VAT or a similar sales or service tax, then Affiliate shall issue to Paysafe, in a form and at intervals to be agreed between the Parties from time to time, a VAT invoice recognised by the relevant tax authority for the purpose of reclaiming the VAT paid on the Commission. The term "VAT" shall mean Value Added Tax or any equivalent sales tax in any relevant jurisdiction. The Parties shall co-operate in good faith to give effect to an efficient tax treatment of the supplies and the payments of consideration contemplated hereunder.
- 3.5 Paysafe shall make commission reports available to Affiliate in such detail as Paysafe determines from time to time. Affiliate must promptly and carefully review all reports on a regular basis and notify Paysafe of any errors or discrepancies.
- 3.6 Affiliate has ninety (90) days from the date of each Commission payment ("**Claim Period**") to challenge the amount or calculation of the Commission paid ("**Claims**"). Where notice is provided in the Claim Period, Paysafe shall use reasonable commercial efforts to investigate and resolve any errors or discrepancies and pay any outstanding Commission to Affiliate. If Affiliate fails to provide notice to Paysafe of a Claim within the Claim Period, Affiliate shall be deemed to approve the Commission. After the Claim Period, Paysafe shall be under no obligation to investigate any Claims and, to the extent permitted by law, Affiliate hereby releases and discharges Paysafe from any and all liability with respect to paying any unpaid Commission that may otherwise have been payable to Affiliate ("**Released Claims**").
- 3.7 Affiliate hereby agrees not to sue, commence, voluntarily aid in any way, prosecute or cause to be commenced or prosecuted against Paysafe any action, suit or other proceeding concerning the Released Claims.
- 3.8 Commission will be paid directly into the applicable Affiliate Member Account. If the applicable Affiliate Member Account is closed (whether permanently or temporarily) for any reason, Paysafe will be unable to pay the Commission. It is Affiliate's responsibility to ensure Affiliate Account remains active. Paysafe shall not be liable to Affiliate for any losses or damages incurred due to the Affiliate Member Account being suspended or closed.
- 3.9 Commission will not be payable to Affiliate, and Affiliate agree to return to Paysafe any Commission paid to Affiliate, for any Referred Member or Sub-Affiliate that Paysafe can reasonably demonstrate relates to illegal or abusive behaviour, fraudulent activity or Prohibited Activities.

4 Prohibited activities

- 4.1 Affiliate shall not, and shall ensure that Referred Members do not perform any of the following activities:
- (a) Create or operate multiple Member Accounts without the prior written consent of Paysafe.
 - (b) Make, in the reasonable discretion of Paysafe, fake and/or artificial deposits with Paysafe Merchants for the sole purpose of generating Commission.
 - (c) Open or operate a Merchant Account, without the prior written consent of Paysafe.
 - (d) Register a Member Account on behalf of another person.
 - (e) Offer incentives or rewards to New Members to encourage them to apply for a Member Account.
 - (f) Create or employ any mechanism designed to artificially or automatically generate sign-ups to the Paysafe Services.
 - (g) use counterfeit, forged, imitated, stolen or otherwise altered identification documents.
 - (h) Use or create any material that is sexually explicit, offensive, profane, hateful, threatening, harmful, graphically violent, defamatory, libellous, harassing, or discriminatory (whether based on race, ethnicity, creed, religion, gender, sexual orientation, physical disability).
 - (i) disparage or portray Paysafe or its affiliates in any way that will have a detrimental impact to their reputation.

5 Licences and Use of Proprietary Materials

- 5.1 For the duration and strictly for the purposes of these Terms and Conditions, Paysafe hereby grants to Affiliate, a revocable, non-exclusive, non-transferrable, licence to use, copy and distribute the Paysafe trademarks, trade names and logo provided by Paysafe directly to Affiliate (the **"Proprietary Material"**).
- 5.2 Paysafe reserves the right to revoke Affiliate's licence granted under clause 5.1 at any time and at its sole but reasonable discretion.
- 5.3 Affiliate warrants, represents and undertakes to Paysafe that:
- (a) Unless authorised in writing by Paysafe, Affiliate shall only use and/or display the Proprietary Material on the websites, webpages, internet pages, mobile platforms or applications, and offline media platforms (including, but is not limited to, classified ads, magazines and newspapers) that have been pre-approved in writing by Paysafe (the "Approved Media").
 - (b) Affiliate shall not use social media sites (including but not limited to Facebook, LinkedIn, Twitter and Instagram) to display the Proprietary Materials or promote the Paysafe Services or Paysafe Affiliates Programme.
 - (c) Affiliate shall not use and/or display the Proprietary Material in any manner that is inappropriate or that is in any way detrimental to Paysafe;
 - (d) Affiliate will not alter, add to, subtract from, or otherwise modify the Proprietary Materials including proportions, colours, elements, nor animate, morph or otherwise distort the Proprietary Materials perspective or appearance;
 - (e) Affiliate shall not bid on any keyword or on any Pay Per Click Search Engines where such keyword contain Proprietary Materials or other Intellectual Property owned by Paysafe (or its licensor's) or any variation or misspelling of the same. Further, Affiliate shall not bid on any word or term that is confusingly similar to the Proprietary Materials or other Intellectual Property owned by Paysafe (or its licensor's).
 - (f) Affiliate shall not use, Paysafe's (or any Paysafe affiliate) name, trademarks, logos, trade names, business name, or the names of any of the services and/or products (or any name, trademarks, logos, trade name, or business name that is confusingly similar to the foregoing) in its corporate name, trade

name, e-mail address, social media network account names or domain names. In addition, Affiliate shall not apply for or register any of the same in its own name. (g) Unless otherwise agreed in writing by Paysafe, Affiliate may not sell, resell, assign, licence, sublicense or otherwise transfer rights to the Proprietary Materials, the Paysafe Services or any Confidential Information. If Affiliate makes any amendments, derivative works or improvements to the Proprietary Materials or other Intellectual Property belonging to Paysafe Affiliate agrees that such modifications shall be owned by Paysafe. Affiliate hereby irrevocably assigns and transfers all such modifications to Paysafe, and waives any moral rights therein.

- 5.4 Paysafe and/or its affiliates and/or licensors own all right, title and interest, including all copyright, trademark and other intellectual property rights, in and to the Paysafe and Paysafe name and brand, the Proprietary Materials, the Paysafe Services and all components used in providing the Paysafe Services.
- 5.5 Nothing in these Terms and Conditions shall be construed to grant Affiliate ownership of any of the Proprietary Materials or any other Intellectual Property belonging to Paysafe. Affiliate shall not make any claim of ownership over any Proprietary Materials or any other Intellectual Property which have been directly or indirectly provided or made available to Affiliate by Paysafe in connection with these Terms and Conditions.
- 5.6 Paysafe may in its discretion withdraw any consent provided in accordance with this clause 5 upon notice to Affiliate. Upon receipt of such notice, Affiliate will immediately cease such promotion of the Paysafe Services, or use or display of Proprietary Materials, or other Paysafe (or any Paysafe associate company) logos or marks, etc., as the case may be.
- 5.7 Paysafe reserves the right at any time without notice to Affiliate to review the Approved Media and any other forms of communication, media and websites to ensure that Affiliate is complying with these Terms and Conditions and the Member Account Terms of Use.

6 Affiliate Warranties

- 6.1 Affiliate warrants, represents and undertakes to Paysafe that:
 - (a) All of the information Affiliate has provided to Paysafe is true, accurate and complete.
 - (b) It shall not, without Paysafe's prior written consent and, where applicable, the prior written consent of the intended recipient, engage in the distribution of any bulk emails (spam) in any way mentioning or referencing Paysafe, the Paysafe Services or using the Proprietary Materials. Furthermore, Affiliate is responsible for ensuring that their communications practices comply with all Applicable Laws and Regulations.
 - (c) It shall not offer, promote or market the Paysafe Affiliates Programme or the Paysafe Services in countries where Paysafe: (a) is prohibited or restricted from offering payment processing services; or (b) informs Affiliate not to promote the Paysafe Affiliates Programme and/or Paysafe Services. A list of prohibited countries is available upon request.
 - (d) It shall comply with all Applicable Laws and Regulations, licences, regulations and codes of conduct applicable to the promotion and marketing of the Paysafe Services and Paysafe Affiliates Programme;
 - (e) Unless authorised by Paysafe in writing, it shall not offer or give any financial compensation (including but not limited to cashback) or any other reward that is

designed to incentivise Referred Members to use the Paysafe Services.

(f) It shall not and shall ensure that the Referred Members do not carry out any Prohibited Activities.

(g) Unless authorised in writing by Paysafe, it shall not take any action designed to induce, encourage or cause Paysafe Members to modify or terminate their existing agreement with Paysafe for the purposes of becoming a Referred Member.

(h) It shall not breach and shall ensure that the Referred Members do not breach any of Paysafe's terms of services or attempt to circumvent the Paysafe security or verification procedures

(i) It will not make or knowingly benefit from transactions which Paysafe in its sole discretion deems to be suspicious, unauthorized, fraudulent or malicious including without limitation transactions that relate to money laundering, terrorism financing, fraud or other illegal activities.

(j) It will co-operate with Paysafe to investigate any suspected illegal, abusive, or fraudulent activity.

7 Confidentiality

7.1 Each Party will use and reproduce the other Party's Confidential Information only for the purpose of performing their obligations under these Terms and Conditions and only to the extent necessary for such purpose and will restrict disclosure of the other Party's Confidential Information to its employees, consultants or independent contractors with a need to know and will not disclose the other Party's Confidential Information to any third party without the prior written approval of the other Party. Paysafe may also disclose Affiliate's Confidential Information to its affiliates for the purpose of performing its obligations under these Terms and Conditions or to administer the Paysafe Affiliates Programme. Notwithstanding the foregoing, it will not be a breach of these Terms and Conditions for either Party to disclose Confidential Information of the other Party if required to do so by Applicable Law and Regulation, or in a judicial or other governmental investigation or proceeding.

7.2 The receiving Party agrees to return or destroy, and certify such destruction has been completed, the disclosing Party's Confidential Information upon termination or expiration of these Terms and Conditions or upon any request of the disclosing Party.

7.3 The Parties agree that if the receiving Party commits a breach, or threatens to commit a breach of the provisions of this clause 7, then the disclosing Party shall have the right to bring an action for injunctive relief or any other action at law or equity to specifically enforce the terms of this clause 7, it being acknowledged and agreed that any such breach or threatened breach could cause irreparable injury and that money damages may not provide an adequate remedy.

7.4 The Parties agree to ensure that their associated companies, owners, leading personnel, consultants and board members adhere to the abovementioned confidentiality undertaking.

8 Representation of authority

8.1 Each Party warrants and represents that it has and will maintain all the required rights and authority to enter into and to perform its obligations under these Terms and Conditions.

9 Liability and indemnities

- 9.1 Neither Party shall be liable in contract, tort (including negligence or breach of statutory duty) or otherwise for any punitive, exemplary, indirect or consequential loss or damages of any kind in connection with or arising out of these Terms and Conditions.
- 9.2 Neither Party shall be liable for any indirect loss of profit or loss of contract, loss of goodwill or reputation, loss of opportunity, loss of revenue or third party loss regardless of whether or not the same was foreseeable or had been brought to any Party's attention.
- 9.3 Subject to clauses 9.4 and 9.7, the aggregate liability of Paysafe in contract, tort, negligence or otherwise arising out of or in connection with these Terms and Conditions in any period of 12 months from the Effective Date or any anniversary thereof (each a "Contract Year") shall be limited to the lower of (i) 10,000 USD or (ii) the total amount of Commission paid by Paysafe to Affiliate in the previous Contract Year (or, in the first Contract Year, the commission received to date).
- 9.4 To the extent permitted by Applicable Laws and Regulations, nothing in these Terms and Conditions shall operate to exclude or restrict a Party's liability for the following:
- (a) fraud and fraudulent misrepresentation;
 - (b) death or personal injury due to negligence;
 - (c) wilful and malicious misconduct;
 - (d) damage to real or tangible personal property;
 - (e) breach of clauses 5 (Licences and Use of Proprietary Materials), 6 (Affiliate Warranties), 7 (Confidentiality) and 10 (Compliance with Applicable Laws and Regulations).
- 9.5 Unless otherwise stated in these Terms and Conditions, neither Party shall be liable to the other Party for any liability arising out of its respective relationship with Referred Members.
- 9.6 Paysafe shall not be liable for any of the following:
- (a) any suspension or refusal to accept payments which Paysafe has reason to believe to be made fraudulently or without proper authorisation or pose a security risk;
 - (b) the payment instructions received contain incorrect or improperly formatted information; or
 - (c) hardware, software or internet connection is not functioning properly;
- 9.7 Affiliate shall indemnify and hold harmless Paysafe and its affiliates, employees and directors, on demand, against any and all claims, losses, liabilities, costs, expenses, reputational damage, loss of business or other damages (including reasonable legal fees) arising, directly or indirectly, from any breach of clause 4, 5, 6, 7 and 10 of these Terms and Conditions.

10 Compliance with Applicable Laws and Regulations

- 10.1 In performing their obligations under these Terms and Conditions, both Parties shall comply with all Applicable Laws and Regulations from time to time in force and Paysafe's Anti-Bribery and Corruption Policy.
- 10.2 The Parties have and shall maintain in place throughout the term of these Terms and Conditions their own policies and procedures to ensure compliance with the Applicable Laws and Regulations.

- 10.3 Affiliate shall promptly report to Paysafe any request or demand for any undue financial or other advantage of any kind received by Affiliate in connection with the performance of these Terms and Conditions;
- 10.4 Upon request by Paysafe, Affiliate shall certify to Paysafe in writing, that Affiliate and all persons associated with Affiliate under these Terms and Conditions are compliant with this clause 10.
- 10.5 Affiliate shall ensure that any person associated with Affiliate who is performing services in connection with these Terms and Conditions does so only on the basis of a written contract which imposes on and secures from such person terms equivalent to those imposed on Affiliate under this clause 10. Affiliate shall be responsible for the observance and performance by such persons and shall be directly liable to Paysafe for any breach of this clause 10 by such persons.

11 Term and Termination

- 11.1 These Terms and Conditions shall commence on the earlier of: (a) the date Affiliate accepts the Paysafe Terms and Conditions; or (b) the date Affiliate starts performing the services stated in clause 2.1 of these Terms and Conditions and shall continue unless terminated in accordance with these Terms and Conditions.
- 11.2 Either Party may terminate these Terms and Conditions without cause by giving thirty (30) days prior written notice to the other Party.
- 11.3 Paysafe may terminate these Terms and Conditions immediately and stop paying Commission if Affiliate breaches clauses 4 (Prohibited Activities), 5 (Licences and Use of Proprietary Materials), 6 (Warranties), 7 (Confidentiality) or 10 (Compliance with Applicable Laws and Regulations).
- 11.4 Either Party may terminate these Terms and Conditions immediately by giving written notice to the other Party (the "Defaulting Party"):
- (a) If the Defaulting Party files a petition for bankruptcy, becomes insolvent or makes any arrangement or composition with or assignment for the benefit of its creditors, or a receiver is appointed for the Defaulting Party or its business, or the Defaulting Party goes into liquidation either voluntarily (otherwise than for reconstruction or amalgamation) or compulsorily.
 - (b) If the Defaulting Party breaches a material provision of these Terms and Conditions and such breach (if remediable) is not remedied within five (5) business days after written notice to the Defaulting Party identifying the matter or circumstances constituting the material breach., any breach of Affiliate's obligations under clause 3 (Commission), 4 (Prohibited Activities), 5 (Licences and Use of Proprietary Materials), 6 (Affiliate Warranties), 7 (Confidentiality) or 10 (Compliance with Applicable Laws and Regulations) shall constitute a material breach.

12 Consequences of Termination

- 12.1 Without prejudice and subject to clause 12.2, upon termination of these Terms and Conditions, Paysafe shall pay all Commission owing to Affiliate up to the effective date of termination. Thereafter, subject to clause 3.8 and 12.3 Paysafe shall continue paying Commission in accordance with clause 3 for the lifetime of the Referred Member and/or Sub-Affiliate.

12.2 Subject to clauses 3.6 and 3.8, if these Terms and Conditions are terminated by Paysafe pursuant to clause 11.3 or 11.4, Paysafe shall stop paying Commission to Affiliate for all Referred Members immediately upon termination.

12.3 Paysafe's obligation to pay lifetime Commission after termination of these Terms and Conditions under clause 12.1 shall cease immediately if:

- (a) Affiliate or Paysafe files a petition for bankruptcy, becomes insolvent or makes any arrangement or composition with or assignment for the benefit of its creditors, a receiver is appointed, or goes into liquidation either voluntarily (otherwise than for reconstruction or amalgamation) or compulsorily;
- (b) Affiliate commits any Prohibited Activities after termination;
- (c) Affiliate breaches Clause 7 (Confidentiality) or 12 (Consequences of Termination); or
- (d) Affiliate Member Account is closed.

12.4 The termination of these Terms and Conditions, however it arises, shall not affect any actual or contingent liabilities or claims of any Party hereto which accrue before these Terms and Conditions terminate.

12.5 On termination of these Terms and Conditions, Affiliate shall:

- (a) promptly return to Paysafe any material supplied to Affiliate by Paysafe;
- (b) cease to use any Confidential Information made available to it pursuant to clause 7; and
- (c) immediately cease using Proprietary Materials, and any Paysafe Intellectual Property which have been directly or indirectly provided or made available to Affiliate.

12.6 Any provision of these Terms and Conditions which imposes an obligation after termination or expiration of these Terms and Conditions shall survive the termination or expiration of these Terms and Conditions, including but not limited to clauses 1, 3, 4, 6, 7, 8, 9, 10, 12, and 13.

13 Remedies

13.1 Without prejudice to the remedies under clauses 3 (Commission), 9 (Limitation of Liability) and 11 (Term and Termination), where Affiliate is in breach, or where Paysafe has reason to believe Affiliate is in breach of any term of these Terms and Conditions, Paysafe reserves the right to, at its sole discretion, carry out any and/or all of the following:

- (a) Instruct Affiliate to immediately carry out any instructions issued by Paysafe including (without limitation) immediate suspension of such activities.
- (b) Cease to pay Commission on Tagged Accounts.
- (c) Reduce the amount of Commission for Tagged Accounts due and payable.

14 Relationship of the Parties

AFFILIATE AND PAYSAFE ARE INDEPENDENT CONTRACTORS UNDER THESE TERMS AND CONDITIONS AND NOTHING HEREIN WILL BE CONSTRUED TO CREATE A PARTNERSHIP, JOINT VENTURE OR AGENCY RELATIONSHIP BETWEEN THEM. NEITHER PARTY SHALL HAVE AUTHORITY TO ACT IN THE NAME OR ON BEHALF OF OR OTHERWISE TO BIND THE OTHER IN ANY WAY.

15 Third Party Rights

No person who is not a Party to these Terms and Conditions shall have rights to enforce any term of these Terms and Conditions.

16 Tax

Paysafe shall not be responsible for any taxes, duties, assessments, fines, levies or other amounts payable by Affiliate to any governmental or regulatory authority arising out of these Terms and Conditions. Affiliate is responsible for reporting and paying any taxes, duties, assessments, fines, levies or other amounts payable or reportable in relation to Commissions earned through the Paysafe Affiliates Programme.

17 Changes to these Terms and Conditions

Paysafe reserves the right to change these Terms and Conditions at any time including changing the applicable Commission rate and to impose new or additional terms on Affiliate's participation in the Paysafe Affiliates Programme. Changes will be effective as soon as they are published on the Paysafe website. Affiliate's continuous participation in the Paysafe Affiliates Programme after such changes shall be deemed acceptance thereof.

18 Notices

Notices to Affiliate shall be sent to the primary email address registered to Affiliate Member Account. Notices to Paysafe shall be sent to affiliates@paysafe.com. All Notices shall be deemed delivered 24 hours after the transmission is sent.

19 Force majeure

Neither Party shall be under any liability if it is unable to perform its obligations due directly or indirectly to any event or circumstances beyond its reasonable control including, without limitation: the act failure or omission by Government; telecommunications operators or other competent authority; war, military operations, or riot; difficulty, delay or failure in any machine, data processing system, manufacture, production; supply by third parties of the Paysafe Services or with respect to Affiliate, the supply of the services under these Terms and Conditions; any act of God, inclement weather, failure or shortage or power supplies, flood, drought, lightning or fire; strike, lock-out, trade dispute or labour disturbance.

20 Assignment

20.1 Affiliate shall not assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights or obligations under these Terms and Conditions without the prior written consent of Paysafe.

20.2 Without prejudice to clause 20.1 of these Terms and Conditions, in the event Affiliate:

- (a) acquires another existing Paysafe affiliate or its business;
- (b) is acquired or its business is acquired by another existing Paysafe affiliate;
- (c) merges with another existing Paysafe affiliate; or
- (d) is acquired or its business is acquired by a third-party who is not an existing Paysafe affiliate

Affiliate shall notify Paysafe prior to the transactions being completed. Paysafe reserves the right, in its sole discretion to: (1) in the event clause 20.2(d), decline the third-party's application to join the Paysafe Affiliates Programme; (2) vary the Commission rate; (3) stop paying Commission under these Terms and Conditions; and/or (4) modify or terminate these Terms and Conditions.

21 Governing Law

These Terms and Conditions and any legal relationship between the Parties arising out of or in connection with the Paysafe Affiliates Programme shall be governed by and interpreted in accordance with the laws of Ireland. The Parties hereby irrevocably agree to submit to the exclusive jurisdiction of the courts of Ireland or the settlement of any claim, dispute or matter arising out of or in connection with these Terms and Conditions.

22 Waiver

Any waiver of a right under these Terms and Conditions shall only be effective if agreed or declared in writing. A delay in exercising a right or the non-exercise of a right shall not be deemed a waiver and shall not prevent a Party from exercising that right in the future (subject to the provisions of Applicable Laws and Regulations).

23 Entire agreement

These Terms and Conditions represents the entire agreement between the Parties in relation to its subject matter and shall replace and supersede all previous agreements, understandings, warranties and representations, either oral or written regarding the subject matter hereto. Each Party acknowledges that it has entered into these Terms and Conditions in reliance only on the representations, warranties, promises and terms contained in these Terms and Conditions and, save as expressly set out in these Terms and Conditions, neither Party shall have any liability in respect of any other representation, warranty or promise made prior to the date of these Terms and Conditions unless it was made fraudulently.

24 Severability

If any part of these Terms and Conditions is found by a court of a competent jurisdiction to be invalid, unlawful or unenforceable then such part shall be severed from the remainder of the Terms and Conditions, which shall continue to be valid and enforceable to the fullest extent permitted by law.

25 Language

These Terms and Conditions are drafted in English. If they are translated into any other languages, it is for convenience only and the English version shall prevail.