



**Last update: 20/10/2017**

## **Affiliate Agreement**

### 1. Introduction

1.1 HEPTAPOLIS GREEN ENERGY SOLUTIONS LTD is a private limited company duly incorporated under the laws of Cyprus having its registered office at 27 Timou Moraitini street, Strovolos, 2038 Nicosia, Cyprus and with company registration number HE 371715 (the “Company”)

### 2. Acknowledgment

2.1 The Affiliate acknowledges that he/she/it has read, understood and accepted this Affiliate Agreement.

2.2 By accepting this Affiliate Agreement, the Affiliate enters into a binding legal relationship with the Company. This Affiliate Agreement is valid for an indefinite period, unless terminated under the provisions of clause 10.

2.3 The Affiliate acknowledges that the Company’s official language is the English language.

### 3. Scope of the Affiliate Agreement

3.1 This Affiliate Agreement, the Terms of Use and the Privacy Policy shall govern all actions in relation to the Company’s relationship with the Affiliate.

3.2 The Affiliate will act as an introducer between the Company and the Affiliate Network. This Affiliate Agreement is non- negotiable and overrides any other agreements, arrangements, express or implied statements made by the Company unless the Company determines otherwise in its sole discretion. If the Affiliate Agreement is to be materially amended, reasonable notice shall be given to the Affiliate by the Company.

3.3 The Affiliate shall act to the best of its ability and shall be obligated towards the Company for the following:

a. In case the Affiliate owns or operates a website and it wishes to include the Company’s services, it must include the following information and functions in its website:

i. Any information or designation that refers to the Company should first be approved by the Company and then be included in the Affiliate’s website.

ii. The Affiliate must provide a link from its own website to the website of the Company.

iii. In the case that the Affiliate has the express prior written consent of the Company to use any Intellectual Property of the Company, it must indicate that they are the property of the Company. Such permission does not give the Affiliate the right to exploit or otherwise take advantage of the Company’s Intellectual Property for its own purposes other than using the Intellectual Property according to the instructions of Company and for the purposes of this Affiliate Agreement.



iv. The Affiliate must not register any domain name in any country that will include the name of the Company or any of the Company's Intellectual Property without the Company's express prior written permission. If such permission is granted the Affiliate agrees and is obligated that upon termination of this Affiliate Agreement any registered domain names will be allocated to the Company so that the Company will become the registered proprietor of them or will abandon the use of these domain names without being able to continue using them for any purpose.

b. Fairly and accurately describe the Company's business and the services available from the Company to the Affiliate Network. If the Affiliate is not qualified to do so, then it must refer any prospective members of the Affiliate Network to the Company for a full explanation of the services.

c. Comply with any business related instructions or directions given by the Company in relation to Company services.

d. Keep all information it receives about the Company's business, including the identity of the Affiliate Network and its transactions with the Company, confidential except where disclosure is required by this Affiliate Agreement or by Law.

#### 4. Remuneration

4.1 The Affiliate will be entitled to a personal sale bonus calculated on personal sales in five generations and a commission payment on direct selling on products in one generation from the Company in accordance to the Company's standard bonus and commission scheme as laid out from time to time on the Company's website at [www.heptapolisenergy.net](http://www.heptapolisenergy.net) or via another medium provided by the Company which forms an integral part of this Affiliate Agreement. The Affiliate confirms to have read, understood and accepted the bonus and commission scheme.

4.2 The Affiliate agrees that the bonus and/or commission shall be paid to an e-wallet registered by the Affiliate in accordance with the Company's remuneration policy in a rate of 60% cash and 40% mandatory money. Mandatory money can be used to buy products as a portion of the retail price of the product. The maximum percentage that can be used is up to 50% of the retail price of any product. The completion of the purchase should be done by paying through the available cash or available HHEC.

4.3 Following the payment of the bonus and/or commission to the e-wallet of the Affiliate, the Company shall have no responsibility in facilitating further processing of the payment, responsibility for which shall lie solely with the Affiliate.

4.4 The Affiliate acknowledges and agrees that the Company operates a strict non-refund policy for the provision of its services or products. The Affiliate bears the sole responsibility for communicating the non-refund policy to the Affiliate Network.

4.5 In the event that the Affiliate is in breach of this Affiliate Agreement, the Terms of Use or the Privacy Policy, the Company shall be entitled, without prejudice to any other remedies that may be available, to withhold payment of part or all the bonus and/or commission due to the Affiliate until such time as the breach has been remedied. The Company however is obligated to immediately upon such a breach inform the Affiliate in writing, providing 10 days for such breach to be remedied. It is understood that the Company's right to withhold bonus and/or commissions is independent of its obligation to notify Affiliate of the breach.

#### 5 Duties of the Parties

5.3 The Affiliate affirms that it and its agents, employees, sub-contractors, officers and representatives shall execute their duties in accordance with the highest industry standards; comply with all provisions/ requirements of the Affiliate Agreement, the Privacy Policy and the laws for the protection of personal data and its subsequent amendments.



5.4 The parties acknowledge that the relationship created between them by this Affiliate Agreement or between the Company and any officer or employee of the Affiliate is not as employer and employee, agents, partners, representatives or joint ventures. The Affiliate agrees that he is not authorized to enter into any affiliate agreement or obligation for or on behalf of the Company.

5.5 The Affiliate shall not act as an agent or appointed representative of the Company or represent itself as having any authority to do so or give or accept any commitment guarantee of obligation for or on behalf of the Company.

5.6 The Company will not be responsible for any costs and/or expenses the Affiliate may incur by the implementation of the present Affiliate Agreement. Nor is the Company responsible for providing premises, data systems, record keeping or other similar services to assist the Affiliate in carrying out this Affiliate Agreement.

5.7 The Affiliate will be responsible for the payment of any taxes and/or charges and/or duties arising from the course of its business.

5.8 The Affiliate will refrain from publishing written, oral or promotional material that are not part of the Company's own 'official marketing and promotion material'. The Affiliate is responsible for maintaining and building the good reputation of the Company, its management, staff, employees and its affiliates by reporting all or any marketing material on any channel of social media. The Company asks for the Affiliate to refer to official marketing material from the Company's website as the final and most up to date content. All other material would not be considered the Company's and the Company will not be liable for its content.

5.9 The Affiliate will not contact any and/or all of the Company's and its affiliated companies' vendors or product partners. Affiliates so acting will be in direct violation of this provision and the Company and its affiliated companies reserve the right to freeze, or terminate the Affiliates' account immediately. This action will lead to a full investigation; depending on the outcome of the investigation the Affiliate account may be fully terminated from the program.

## 6 Warranties

6.1 The Affiliate warrants that at all times it will have the requisite capacity and authority to enter into this Affiliate Agreement; that it is fully authorised and/or licensed in the jurisdiction(s) governing its activities, to conduct the activities required by this Affiliate Agreement, and that it will only introduce prospective members of the Affiliate Network with an affiliate agreement.

6.2 The Affiliate warrants and undertakes that it shall not disclose to any person any Confidential Information concerning the business, marketing strategy, affairs, clients of the Company.

For the purpose of this clause, Confidential Information means, without limitation, all tangible and intangible information and materials being disclosed to the Affiliate in connection with this Affiliate Agreement, in any form or medium (and without regard to whether the information is owned by the Company or any member of the Group or by a third party), including but not limited to:

- (i) the existence and terms of this Affiliate Agreement;
- (ii) any information relating to:
  - (a) the business, affairs, clients, platforms, liquidity providers, data or feed providers and other vendors, plans, intentions, or marketing plans and opportunities, financial position and financial projections of the Company or of the Group; and
  - (b) the operations, processes, product information, know-how, designs, trade secrets or software of the Company or of the Group;
- (iii) any information or analysis derived from Confidential Information;



but not including any information which:

- (a) was available to the Affiliate on a non-confidential basis prior to disclosure by the Company; or
- (b) the parties agree in writing is not confidential or may be disclosed; or
- (c) was publicly known at the time of the disclosure or becomes publicly known through no wrongful act or failure of the Affiliate (or its employees, officers, representatives or advisers).

The Affiliate may disclose the Company's Confidential Information:

- (i) to its employees, officers, representatives or advisers who need to know such information for the purposes of carrying out the Affiliate's obligations under this Affiliate Agreement. The Affiliate shall procure that its employees, officers, representatives or advisers to whom it discloses the Company's Confidential Information comply with this clause and are bound by relevant confidentiality and professional undertakings to the Affiliate; and
- (ii) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

Notwithstanding any other provision contained herein, the Company may, at any time, disclose the details of this Affiliate Agreement and any information of the Affiliate provided by it to the 44 Company as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority. Furthermore, and notwithstanding any other provision contained herein, the Company may, at any time, disclose the details of the bonus and/or commission or any other fee or compensation arrangements which it has in place with the Affiliate, to any third party, including the relevant client, or any governmental or regulatory authority.

No party shall use any other party's Confidential Information for any purpose other than to perform its obligations under this Affiliate Agreement.

All documents and other records (whether verbal, in writing, electronic or otherwise, stored in whatever mode or medium) containing Confidential Information supplied to or acquired by the Affiliate from the Company shall be returned promptly to the Company on termination of this Affiliate Agreement, and no copies shall be kept. Where Confidential Information has been kept in physical, electronic or other mode of storage, the Affiliate shall return one copy to the Company and confirm to the Company that it has deleted all other copies, other than one single copy it may deem necessary to maintain so as to defend itself in any action in front of any court of competent jurisdiction or any governmental or regulatory authority.

## 7 Limitation of Liability

7.1 The Company will have no liability to the Affiliate Network nor to the Affiliate for any advice, decision or recommendation given or made by the Affiliate to the Affiliate Network and the Affiliate will indemnify the Company for any loss or liability arising from any such advice, recommendation or decision or from any delay, default or neglect by the Affiliate in relation to any services it provides to the Affiliate Network.

7.2 The Affiliate will indemnify and hold harmless the Company, its directors, officers, employees, affiliates and any company within the Company's group, from and against all liabilities, claims, demands, proceedings, costs, damages, expenses (including legal fees) and penalties arising out of any breach of its obligations and breaches of warranty.



7.3 The Affiliate agrees not to issue any advertisement or distribute promotional material, on the internet or otherwise, about the Company without the Company's prior express written consent. Any such advertisement that, directly or indirectly, promotes services of Company will be fair and not misleading. In addition, any amendments to such advertisements or promotions requested by the Company must be complied with and materials which become out of date must be withdrawn without delay.

## 8 Exclusivity

8.1 The Company and the Affiliate acknowledge that this Affiliate Agreement confers no exclusive right upon either party to the services of the other party. Neither party shall be precluded by this Affiliate Agreement from entering into the same or similar agreements with other parties.

## 9 No Assignment

9.1 This Affiliate Agreement is personal to the Affiliate and may not be assigned or transferred without the prior express written consent of the Company.

## 10 Termination

10.1 This Affiliate Agreement may be terminated by the Company by providing the Affiliate with 1 (one) month written notice to that effect.

10.2 This Affiliate Agreement will be terminated immediately and without notice if:

- a. The Affiliate ceases, for any reason, to act in good faith and be responsible towards the Company and in the Company's opinion becomes incapable to provide such services;
- b. In the event of any liquidation, insolvency, receivership or any other process of such effect in any jurisdiction, of or in relation to the Affiliate or its assets or the Affiliate ceases to pay debts in the ordinary course of business;
- c. In the event of the Affiliate's death if an individual;
- d. The Affiliate breaches any of the terms, conditions or warranties of this Affiliate Agreement;

10.3 It is understood by both parties that such termination shall be without prejudice to any outstanding or accrued obligations of the parties until the date of termination.

10.4 In the event of termination occurring, for any reason, the Company's dealings with the Affiliate cease and the Affiliate will return to the Company all documents, brochures, call reports and any other material in its possession along with all registered domain names using any Intellectual Property of the Company.

10.5 It is also understood and accepted that the Affiliate's duty of confidentiality shall survive any termination.

10.6 This Affiliate Agreement shall remain in full force and effect while the Affiliate uses the services of the Company. You may terminate your use of the services at any time in writing. Written termination notices, containing the Affiliates full name, signature, address, username, and ID number should be sent by email to [info@heptapolisenergy.com](mailto:info@heptapolisenergy.com). Upon termination of the Affiliates' membership, the Affiliate loses its/his/her position and all rights to bonuses and commissions will be lost.



## 11 Notice

11.1 Any correspondence under this Affiliate Agreement shall be given in writing sent by a registered post letter, by a personal delivery, fax or email to the receiver to the last known correspondence details and shall be deemed to be received normally, 72 hours after its mailing in a case of a letter and immediately in all other cases.

## 12 Entire Agreement

12.1 The entire agreement between the parties is expressed in this Affiliate Agreement, Terms of Use and Privacy Policy. No other agreements or representations shall be binding on the parties unless endorsed herein or on a separate instrument executed by the parties in writing.

## 13 Applicable Law

13.1 This Affiliate Agreement shall be interpreted and construed according to laws of the Republic of Cyprus. Any disputes arising out of or in connection with the present Affiliate Agreement which are not friendly solved by mutual Affiliate Agreement, shall be settled in the Courts of Cyprus.

## 14 Severance

14.1 If any provision or part thereof of this Affiliate Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part thereof shall be deemed deleted. Any modification or deletion under this clause shall not affect the validity and enforceability of the rest of this Affiliate Agreement.

