

## Affiliate terms and conditions

These affiliate terms and conditions (the "**Agreement**") govern the affiliate program that is made available by Maneuver LT, UAB (hereinafter the "**Genome**", "**We**" or "**Us**"). These terms and conditions represent a legally binding agreement between Genome and the individual or entity who participates in the affiliate program (the "**Affiliate**", or "**You**").

Please read this Agreement carefully. By checking the appropriate consent box or clicking the accept button on the Genome Website or Genome User Portal and accepting this Agreement, you signify that you have read, understood and agree to be bound by all terms and conditions of the Agreement. If you do not agree to or cannot comply with all or part of this Agreement or if you do not have authority to bind yourself, then you shall not click the accept button or check the consent box.

### 1. Subject of the Agreement

Genome gives and maintains access to Genome Wallet and provides its clients with the services of issuance and redemption of e-money, execution of transactions, currency conversion, and access to Genome User Portal, payment collection service, as well as fraud prevention services and other ancillary services. Affiliate desires to have the opportunity to market and sell the Genome Services to prospective Clients and Genome is willing to grant Affiliate the right to do the foregoing, all in accordance with and subject to the terms and conditions of this Agreement.

**1.1. Affiliate Appointment.** Subject to and in accordance with the terms and conditions of this Agreement, Genome hereby appoints Affiliate to market and sell the Genome Services to Clients. In connection with such appointment, Genome hereby grants to Affiliate a non-exclusive, non-transferable and revocable right to market and otherwise promote the Genome Services to Clients, solicit orders from interested Clients for Genome Services, and refer such Clients to Genome for potential enrollment in one or more Genome Service.

**1.2. Independent Contractors.** The Affiliate shall act purely as a broker in relation to Clients. In particular, the Affiliate shall not be entitled to act towards third parties in the name or as a representative of Genome or to give or receive any declarations for or on behalf of Genome. The Affiliate does not have any authority to conclude contracts on behalf of Genome. In each and every case any orders accepted require confirmation of the order by Genome.

**1.3. Marketing of Genome Services.** The Affiliate will actively market the Genome Services at its own expense on a non-exclusive basis during the term of this Agreement to prospective Clients. As part of such marketing activity, the Affiliate may provide prospective Clients with Promotional Materials. Such marketing activity will be carried out in accordance with the Card Scheme Rules, any guidelines provided by Genome and all applicable laws and regulations. The Affiliate shall cease its marketing of the Genome Services within three (3) days of receipt of written notice from Genome or such shorter period of time as may be required to comply with any requirement of law or Card Scheme Rules or to prevent any loss to Genome or its affiliated parties.

**1.4. Limitations.** Sections 1.1, 1.2 and 1.3 set forth the entirety of Affiliate's right to market, promote, offer, sell, and distribute the Genome Services. Without limiting the generality of the foregoing, Affiliate will not, directly or indirectly (a) market, promote, offer, sell or otherwise distribute any of the Genome Services except as specifically set forth in this Agreement, or (b) remove, alter, distort, cover or otherwise modify any legal notices (including, without limitation, any notice of

Genome's Intellectual Property Rights) appearing in or on, or that may be included with, any content, documentation, Promotional Materials or other materials furnished or otherwise made available to Affiliate by Genome under this Agreement. Genome may at any time modify its grant of rights to the extent necessary to ensure compliance. Affiliate shall use the Promotional Materials according to the instructions given by Genome in the time of providing such materials.

## 2. Affiliate's obligations

**2.1.** Both individual and entity can be an Affiliate. To become an Affiliate you shall have personal or business account with Genome, successfully pass due diligence procedures set by General T&C and then join the Genome Affiliate Program by accepting this Agreement. Since the opening of the account with Genome is required to become an Affiliate, it is also subject to the Genome's General T&Cs and Privacy Notice.

**2.2.** After you accept this Agreement, Genome will generate a unique Referral Link, which shall be used to direct Clients to Genome Website. Affiliate will be able to see, copy, and share the Referral Link. The Referral Link helps Genome to know what particular Client is referred by the Affiliate. Each Affiliate shall only use its unique Referral Link. Any Clients referred to Genome by (i) any other affiliate, (ii) using broken or non-active Referral Link or (iii) acquired by Genome from other sources will not be associated with Affiliate and are not subject to the payment of Commission.

**2.3.** The Affiliate is not entitled to make any offers at special prices or upon special terms and conditions in derogation from the information published on Genome Website or given in the Promotional Materials (unless otherwise stated in the instruction provided with such materials) or to give any other declarations that

bind Genome. Affiliate may not offer or grant to Client, directly or indirectly, any discount or rebate from the amount of any fees the Client may be obligated to pay to Genome.

**2.4.** Genome will use all reasonable efforts to accept or decline any referred Client as soon as possible. Genome is under no obligation to accept any prospective Client referred by the Affiliate and/or to divulge the reasons for non-acceptance. For the avoidance of any doubt, a prospective Client shall be deemed to become an Approved Client when it has entered into the General T&Cs with Genome and successfully completed the due diligence procedures carried out in accordance with the General T&Cs. Where Genome offers Commission from the Genome Services that are provided under the Merchant Terms of Use, in order to become an Approved Client, a prospective Client shall also accept Genome Merchant Terms of Use and being approved by Genome as a merchant.

**2.5.** During the term of this Agreement Affiliate shall comply with all applicable laws, regulations, legal requirements, Card Schemes Rules and Data Protection Requirements. Affiliate shall upon the request of Genome provide sufficient evidence that Affiliate complies with Data Protection Requirements or any other applicable laws.

**2.6.** No Sub-Contracting of Services. Affiliate shall not enter into any agreement, whether written or oral, with any third-party entity or natural person regarding referring Clients to Genome without Genome's prior written consent.

**2.7.** The Affiliate shall not market or advertise Genome Services:

- (a) In a manner which is unlawful or fraudulent, or has any unlawful or fraudulent purpose or effect;
- (b) In a manner that may entail negative effect on a business reputation of Genome;
- (c) By generating artificial traffic to the Genome Website;

- (d) By linking Genome Services to any content that is sexually explicit, violent, illegal, deceptive, misleading, harmful, obscene, defamatory, unethical or infringing of any third party right;
- (e) By sending any automatic unwanted messages via any method, including but not limited to email, blogs, instant messaging services and social networks.

The Affiliate acknowledges that failure to follow the above rules will be considered as a material breach of this Agreement and shall be a ground for the Agreement termination according to Section 8.2. below.

## 3. Payments to the Affiliate

**3.1.** Affiliate's remuneration shall constitute 10 % and is to be calculated depending on Genome Services used by the Approved Clients referred to Genome by such Affiliate. The services included in the Affiliate Program, as well as available remuneration options, are as follows: initial EUR IBAN account opening, outgoing and incoming bank transfers, currency exchange.

Affiliate that entered into Affiliate Program with its business account in Genome (Business Affiliate) shall only be eligible to the Commission related to Genome Services used by business Approved Clients referred to Genome which have opened and use business Genome Wallet. For the avoidance of doubt, Business Affiliate will not receive Commission related to Genome Services used by Approved Clients referred to Genome which have opened and use personal Genome Wallet.

**3.2.** Commission is calculated on the basis of the profit obtained by Genome from referred Approved Client using certain Genome Services. Commission will be paid only from the fees actually received by Genome from Approved Client under the Services Agreement. Please note that you are entitled to the Commission only with

respect to the services included in the Affiliate Program, as detailed above. Profits obtained from the other services provided by Genome to Approved Client are not taken into account when calculating Commission.

**3.3.** Information about the Commission accrual will be available in affiliate section of your Genome User Portal and / or sent to you in the form of report at the beginning of the month following the reporting one.

Calculation of the Commission is made by means of Genome automated system and based on its data about the Approved Clients, services they use and revenue they generate. The Affiliate unconditionally accepts correctness of such calculation. Except as number of Approved Clients and the amount of Commission accrued, Genome will not provide or disclose to the Affiliate any other information about the Clients referred to Genome by the Affiliate, including without limitations services and products they use, transactions and funds they send or receive and any other related information.

**3.4.** Commission payments will be made to Genome Wallet of the Affiliate within ten (10) business days after the end of reporting month. Commission payments will be made in EUR. The Affiliate shall bear any additional costs, bank charges, taxes or exchange rate losses incurred by Genome as a result of payment of Commission to Affiliate.

**3.5.** Genome will pay Commission as long as referred Approved Client generates a revenue, this Agreement stays in force and the Affiliate is in compliance with its conditions. After this Agreement is terminated for whatever reason Affiliate loses its right to obtain Commission.

**3.6.** Genome reserves the right to terminate the accrual and payment of Commission immediately if Affiliate is in breach of any of the Sections of this Agreement. Genome has the right to not pay the Commission already accrued in respect to the Approved Clients, which subsequently proved to be fraudulent or

breaching the agreement with Genome or applicable laws. No Commission will be due to the Affiliate in case Genome does not obtain revenue from referred Approved Client or payments owing from such Approved Client are overdue and require collection efforts by Genome.

**3.7.** The Affiliate shall be responsible for payment of all expenses relating to its performance of this Agreement, and Genome shall have no obligation whatsoever to reimburse the Affiliate for any expenses incurred by the Affiliate while fulfilling its obligations under this Agreement.

## 4. Representations and covenants

**4.1.** Each Party hereby represents and warrants to the other Party that (i) it has the full right and capacity to enter into this Agreement; and (ii) it will act in accordance with all applicable laws and regulations in its performance of any obligations or the exercise of any rights under this Agreement, including without limitations compliance with Data Protection Requirements and Card Scheme Rules; (iii) no authorization or approval from any third party is required in connection with such Party's execution, delivery or performance of this Agreement, (iv) this Agreement constitutes its legal, valid and binding obligation, enforceable against it in accordance with its terms.

**4.2.** The Affiliate represents and warrants that by entering into this Agreement and during the term of this Agreement:

- (a) It has all requisite powers, licenses and permits and has undertaken all actions and has fulfilled all conditions to enter into, to perform under and to comply with its obligations under this Agreement;
- (b) The business carried on by the Affiliate is a legitimate, lawful business and it is not engaged in any conduct or transactions which may be considered

- unlawful in any jurisdiction in which it conducts business and it complies with all laws, regulations and requirements applicable to its business;
- (c) It will not conflict with, or breach the terms, conditions or provisions of, or default under any other agreement to which it is a party while fulfilling its obligation under this Agreement;
  - (d) There is no action, suit or proceeding at law or in equity now pending or, to its knowledge, threatened by or against or affecting it which would substantially impair its right to carry on its business as contemplated herein or adversely affect its financial condition or operations;
  - (e) It will undertake its obligations pursuant to this Agreement with all reasonable skill, care and diligence and in accordance with the provisions of this Agreement;
  - (f) Affiliate will conduct its business at all times in a manner that reflects favorably on the goodwill and reputation of Genome and will not engage in any illegal or unethical business practices; and
  - (g) All representations and statements made by Affiliate in this Agreement, or in any other document relating hereto by Affiliate or on Affiliate's behalf, are true, accurate and complete in all material respects.

Affiliate hereby authorizes Genome to investigate and confirm the information submitted by Affiliate herein. For this purpose, Genome may utilize credit bureau/reporting agencies and/or its own agents.

**4.3. Non-solicitation.** Affiliate agrees that after Client becomes Approved Client, the rights, title and interest in the benefits of the Services Agreement are the property of Genome and not the Affiliate and that Genome has the right to continue cooperation with Client regardless of whether or not the Agreement with Affiliate is in force. The Affiliate agrees that during the term of the Agreement and for a period of three (3) years following the termination of this Agreement for any reason, the Affiliate will not, directly or indirectly: (i) solicit or attempt to solicit any then-current Approved Clients of the Affiliate without prior written consent of Genome; (ii) solicit or attempt to solicit the withdrawal of other Clients, customers,



partners, Affiliates, employees of Genome; or (iii) induce or attempt to induce Genome's Clients or potential Clients to withdraw, cancel or decrease the amount of business such Clients do with Genome. Otherwise, the Parties agree that this will constitute a material breach of this Agreement and will result in immediate termination of this Agreement. The Affiliate agrees that this non-solicitation clause shall apply where the Affiliate is acting alone, directly or indirectly, as a member of a partnership, as an officer, director of any other corporation, company of any other individuals, or partnership.

## 5. Confidential information

**5.1.** The Party (the "Receiving Party") which receives or otherwise discovers confidential information from the other Party (the "Disclosing Party") during the term of the Agreement, including without limitation all information relating to the Disclosing Party's technology, research and development, business affairs, pricing, the terms of this Agreement, or such information of that Party that may be reasonably understood from the nature of such information itself and/or the circumstances of such information's disclosure, to be confidential and/or proprietary to that Party or to third parties to which that Party owes a duty of nondisclosure (collectively the "Confidential Information") shall protect all from disclosure to others, using the same degree of care used to protect the Receiving Party's own proprietary information of like importance, but in any case using no less than a reasonable degree of care, and shall further use such Confidential Information only for the purpose of this Agreement.

**5.2.** The foregoing restrictions on use and disclosure of Confidential Information do not apply to information that: (i) is publicly known at the time of the Disclosing Party's communication thereof to the Receiving Party; (ii) is, or becomes publicly known, through no fault of the Receiving Party subsequent to the time of the Disclosing Party's communication thereof to the Receiving Party; (iii) is received by the Receiving Party free of any obligation of confidence which the Receiving

Party knew of or should have known of prior to the time such information is received by the Receiving Party; (iv) is developed by Receiving Party independently of, and without reference to, the Confidential Information; (v) is rightfully obtained by the Receiving Party from third parties authorized to make such disclosure without restriction; or (vi) is identified in writing by Disclosing Party as no longer proprietary or confidential.

**5.3.** Upon the termination of this Agreement for any reason, the Receiving Party (or its heirs, executors or personal representatives, as the case may be) shall promptly surrender and deliver to the Disclosing Party as the case may be, all Confidential Information of the Disclosing Party in the Receiving Party's possession, and any copies of Confidential Information of the Disclosing Party. The obligations of the Parties under this Section will survive termination of this Agreement for whatever reason, and will bind the Parties, their successors and assigns.

**5.4.** The Receiving Party may disclose the Disclosing Party's Confidential Information in response to a valid order by a court or other governmental body, as otherwise required by law, or as necessary to establish the rights of either Party under this Agreement; provided, however that the Receiving Party shall provide the Disclosing Party with prior written notice of any such disclosure so that the Disclosing Party may seek an appropriate protective order with the reasonable assistance of the Receiving Party.

**5.5.** In the event of a breach or threatened breach by either Party of any of the terms, covenants, restrictions or conditions hereof that relate to the provisions of the Agreement (a "Confidentiality Breach"), the allegedly breaching Party agrees that such breach or threat thereof shall cause the other Party to suffer irreparable harm and such Party shall have no adequate remedy at law. As a result, in the event of a Confidentiality Breach or threatened Confidentiality Breach, the Parties, in addition to all remedies available at law or otherwise under this Agreement,

shall be entitled to injunctive or other equitable relief to enjoin a Confidentiality Breach or threatened Confidentiality Breach of this Agreement.

## 6. Intellectual property

**6.1.** Genome User Portal, Genome Website and all Promotional Materials, texts, pictures, charts, sound files, animation files, video files content, such as software, graphics, start-up information and materials, designs, methods, architecture, materials, publications, business plans and other tangible intellectual property-based assets („Intellectual Property“) provided by Genome are the intellectual property of Genome or its licensors and are protected by copyrights, trademark rights or other intellectual property rights. Under this Agreement the Affiliate is granted a non-exclusive, royalty-free, non-sublicensable, non-transferable, revocable license to use the Intellectual Property made available to it for the term of this Agreement if this is necessary for carrying out Affiliate's obligations under this Agreement. Nothing in this Agreement shall operate to create or transfer any right in any trademarks, logos and material owned or used under license by a party except as expressly provided in this Section. The Affiliate undertakes to respect the Intellectual Property protected by the above-mentioned intellectual property rights. The Intellectual Property shall not be copied, altered, transmitted or otherwise used for commercial purposes or further distribution. These rights to use the software plus documentation shall expire upon termination of this Agreement.

**6.2.** "Genome" name and logos are trademarks of Genome and / or its affiliated parties and other marks, graphics, icons, names and logos used or displayed on or through the Genome Website, Genome User Portal and the described or offered products or services are Trademarks of Genome, its affiliated parties or otherwise are the property of their respective owners, who may or may not be affiliated with, connected to, or sponsored by Genome. Affiliate shall not use, copy, register or

attempt to register any Trademarks or domain names that could reasonably be considered confusingly similar to any of the Genome Trademarks.

## 7. Data protection

**7.1.** Parties shall cooperate in identifying and resolving compliance issues with regard to Data Protection Requirements. The Affiliate should check if its Privacy Notice duly discloses its data practices and complies with Data Protection Requirements and respect Genome's [Privacy Notice](#).

**7.2.** The Affiliate shall implement appropriate technical and organizational measures to ensure, and to be able to demonstrate, that the processing of the personal data is performed in accordance with the Data Protection Requirements, including maintaining records of all processing activities, complying with the principles of data protection by design and by default and, where required, performing data protection impact assessments and conducting prior consultations with the supervisory authority.

**7.3.** The Affiliate warrants and represents that when it submits personal data to Genome it obtains prior consent from data subjects or has other relevant legal basis (e.g. contract or legitimate interest) to collect, use and process their personal data. If Affiliate discloses personal data without relevant legal basis, it shall be responsible for that unauthorized disclosure in accordance with Data Protection Requirements.

**7.4.** The Affiliate ensures the data transmitted to Genome does not include any sensitive personal information, such as, full financial account information, full government identification numbers, health-related information or any other information that deemed "special categories of personal data" under GDPR.

**7.5.** In case there is a cross-border data transfers (e.g. EU – USA) between parties, European Commission-Approved Standard Contractual Clauses shall be used as a legal mechanism for data transfers from the EU and shall be executed between Parties as a separate agreement. In the event of any conflict between this Agreement and any separate agreement or addendum concerning data protection Parties entered into, the separate agreement will control.

**7.6.** Genome shall not be liable for any data breaches caused by the fault of Affiliate or for Affiliate's non-compliance with Data Protection Requirements. Affiliate, in accordance with Section 10, is obliged to indemnify and hold Genome from and against any claims, losses, fines and/or obligations arising from the violation of Data Protection Requirements by Affiliate.

**7.7.** For more details regarding the data protection and processing, please refer to our [Privacy Notice](#).

## 8. Term and termination. Survival

**8.1.** The term of this Agreement shall commence on the date it is entered into by Affiliate, and shall continue for an unlimited period. This Agreement may be terminated for convenience by either Party in writing upon at least thirty (30) days' written notice prior to the desired date of termination. This Agreement shall also be terminated in case of termination, for whatever reason, of the General T&Cs entered into between you and Genome.

**8.2.** Genome has the right to terminate the Agreement with immediate effect if:

- (a) Genome has reason to believe that the Affiliate violates or fails to comply with any applicable law, Card Scheme Rules or any order of the competent court or government authority;

- (b) The Affiliate is the subject of a sanction imposed or an investigation initiated by a regulatory body;
- (c) Any representation and/or declaration made by Affiliate in process leading to entering into this Agreement and/or stated in this Agreement proves untrue, incomplete or misleading;
- (d) Several Clients referred by Affiliate do not comply with the terms of the Services Agreement;
- (e) The Affiliate is in material breach with the Agreement;
- (f) Any natural person, corporation, partnership, limited liability company, trust, association or other entity that Genome reasonably determines to be a competitor or prospective competitor of Genome or any of its affiliated parties acquires the power or ability, directly or indirectly, to exercise any controlling influence over Affiliate or Affiliate's management, operations or policies (either alone or pursuant to an arrangement or understanding with one or more entities);
- (g) The Affiliate (i) makes a general assignment for the benefit of creditors, (ii) files a voluntary petition of bankruptcy, suffers or permits the appointment of a receiver for its business or assets, (iii) becomes subject to any proceedings under any bankruptcy or insolvency law where such proceeding has not been dismissed within sixty (60) days, or (iv) has wound up or liquidated, voluntarily or otherwise.
- (h) In other cases if in the Genome's discretion the Affiliate's actions threats or may threat the Genome reputation.

### **8.3. Upon termination of this Agreement for any reason:**

- (a) All rights and obligations of the Parties shall cease to have effect immediately;
- (b) All licenses granted under this Agreement shall terminate;
- (c) Each Party shall at the other Party's option either destroy or return all copies of Confidential Information belonging to that other Party in its possession or control;

- (d) If instructed by Genome, the Affiliate shall return to Genome or destroy all Promotional Materials, price lists, customer lists, equipment, supplies and any other Genome property in its possession at the time of termination. The Affiliate shall not continue to use the names and logos of Genome or any of its subsidiaries and affiliated parties after the termination of this Agreement;
- (e) Genome may, in its sole discretion, continue to provide the Genome Services to the Approved Clients;
- (f) Any outstanding Commission due to the Affiliate shall be settled within thirty (30) Business Days.

**8.4.** Upon termination of this Agreement for any reason, all rights and obligations of the Parties under this Agreement shall be extinguished, except that the rights and obligations of the Parties under Sections 4.3, 5, 6, 7, 8, 9 and 10 and any other provisions of this Agreement that should reasonably survive termination shall survive such termination.

## 9. Limitation of liability

**9.1.** IN NO EVENT SHALL GENOME OR ANY OF ITS AFFILIATED PARTIES OR THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, SHAREHOLDERS, AGENTS OR REPRESENTATIVES BE LIABLE TO AFFILIATE OR ANY OTHER PERSON OR ENTITY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, LOSS OF GOODWILL OR BUSINESS PROFITS, WORK STOPPAGE, DATA LOSS, OR COMPUTER FAILURE, DELAY OR MALFUNCTION) THAT RESULT FROM THE USE OF OR INABILITY TO USE THE GENOME SERVICES, FROM MISTAKES, OMISSIONS, INTERRUPTIONS, DELETION OF FILES OR E-MAIL, LOSS OF OR DAMAGE TO DATA, ERRORS, DEFECTS, VIRUSES, DELAYS IN OPERATION OR TRANSMISSION, OR ANY FAILURE OF PERFORMANCE, WHETHER OR NOT LIMITED TO ACTS OF GOD, COMMUNICATION FAILURE, THEFT, DESTRUCTION OR UNAUTHORIZED ACCESS TO GENOME SERVICES.

**9.2.** THE AFFILIATE HEREBY ACKNOWLEDGES THAT THIS PROVISION WILL APPLY WHETHER OR NOT GENOME IS GIVEN NOTICE OF THE POSSIBILITY OF SUCH DAMAGES AND THAT THIS PROVISION WILL APPLY TO ALL SERVICES AVAILABLE FROM GENOME AND ITS AFFILIATED PARTIES. IN ANY CASE, GENOME'S MAXIMUM AGGREGATE LIABILITY TO AFFILIATE OR ANY OTHER PERSON OR ENTITY UNDER THIS AGREEMENT, INCLUDING ANY ADDITIONAL TERMS, SHALL NOT EXCEED THE TOTAL AMOUNT OF FEES PAID TO THE AFFILIATE HEREUNDER DURING THE THREE (3) MONTH PERIOD IMMEDIATELY PRECEDING THE DAY THE ACT OR OMISSION OCCURRED THAT GAVE RISE TO THE FIRST CLAIM TO GENOME.

**9.3.** Nothing in this Agreement shall operate to exclude or restrict Party's liability for:

- (a) Fraud or fraudulent misrepresentation;
- (b) Willful or malicious conduct;
- (c) Gross negligence;
- (d) Breach of Sections 4, 5, 6 and 7 of this Agreement;
- (e) To the extent that such exclusion or restriction is prohibited under applicable law.

## 10. Indemnification

**10.1.** The Affiliate agrees to defend, indemnify and hold Genome, its parent, affiliated companies, and any of their employees, officers, agents and directors harmless from and against any claims, actions, threatened actions, or legal proceeding or suit brought against Genome or its affiliated parties, including any and all losses, damages, costs, and expenses (including reasonable attorneys' fees) arising from or out of: (a) any breach or alleged breach by Affiliate of any



representation, warranty or other obligation of Affiliate under this Agreement; (b) any alleged or actual violation by Affiliate of any laws, policies, guidelines, regulations, ordinances, rules (including without limitation Data Protection Requirements) and/or orders of any governmental authority or regulatory body having jurisdiction over Affiliate and the subject matter hereof; (c) the negligence or willful misconduct of Affiliate, its employees or agents; (d) Affiliate's advertising, marketing, promotion, sale, or distribution of any of the Genome Services or of any products or programs to be used with the Genome Services; or (e) the inaccuracy of information provided to Genome by Affiliate regarding a Client. In the event Affiliate causes fines and/or penalties to be charged to Genome for its violation of Card Scheme Rules, Affiliate agrees to immediately reimburse Genome for said fines or penalties. This provision shall survive the termination of this Agreement.

**10.2.** Genome shall be entitled to deduct and set-off the amount of any indemnification due to Genome under this Agreement from and against any funds credited to or owing to Affiliate under this Agreement. Genome may exercise this right of set-off at any time and without notice. Affiliate acknowledges and agrees that not applying the reimbursement or set-off for any period of time does not constitute a waiver of Genome's right to impose the application of such reimbursement or set-off retroactively. If any amounts of funds Affiliate owe to Genome under this Section is insufficient, Genome shall have the right to issue an invoice which shall be paid by Affiliate in accordance with the invoice instructions.

## 11. General

**11.1. Governing Law.** This Agreement and the legal relationship between the Parties arising in connection herewith shall be governed by and construed in accordance with the laws of the Republic of Lithuania without recourse to the conflict of law rules regardless of the venue or jurisdiction in which a dispute

arises. The Parties shall use their best endeavors to settle all disputes by way of negotiations.

Unless settled by negotiations, any legal disputes or claims arising out of or related to this Agreement, shall be referred to and finally resolved by the competent courts in the Republic of Lithuania save for cases when a dispute shall be resolved by the competent courts of another jurisdiction according to the requirements of EU legislation. Nothing standing above shall prevent Genome from bringing any action in the court of any other jurisdiction for injunctive or similar relief.

**11.2. Entire Agreement.** This Agreement, including any addendums attached hereto, represents the entire understanding between Genome and Affiliate with respect to the matters contained herein and supersedes all previous or contemporaneous agreements, proposals, understandings and representations, written or oral, with respect to the terms and conditions hereof. The section headings in this Agreement are for convenience of reference only and shall not be deemed to interpret or modify the provisions hereof.

**11.3. Changes.** Genome reserves the right to unilaterally change this Agreement including without limitation the conditions for the accrual and payment of the Commission. Genome will notify Affiliate about changes to this Agreement fifteen (15) days in advance by e-mail and / or through the Genome User Portal. The amended Agreement shall come into force upon the end of the 15-days notification period. If you do not notify Genome that the changes to the Agreement are not accepted by you before the date of its entry in force, you will be deemed to have accepted such changes and be bound by the updated or amended Agreement. Your notice rejecting the changes will be deemed as a notice of termination of this Agreement. Genome reserves the right to change this

Agreement without notification in case of correction of typo mistakes or changes that do not affect the rights or obligations of the Affiliate.

For the avoidance of doubt, if the conditions for the accrual and payment of the Commission are changed, the respective changes shall be applicable to all current and new Approved Clients of the Affiliate starting from the date of the updated or amended Agreement entry in force.

**11.4. No Partnership or Agency.** Nothing in this Agreement shall be deemed to constitute a partnership, association or joint venture between the Parties hereto, nor shall Affiliate be deemed to constitute an agent, legal representative or employee of Genome for any purpose whatsoever. The Affiliate agrees not to represent itself as an affiliated party, agent or employee of, or partner, joint venture, co-principal or co-employer with Genome, or any of Genome's affiliated parties or its parent corporation by reason of this Agreement.

**11.5. Severability.** In the event that any one or more of the provisions of this Agreement is held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions of this Agreement shall not be affected, or if any one or more of the provisions contained herein shall be held to be excessively broad as to duration, activity or subject, such provision shall be construed by limiting and reducing such provisions so as to be enforceable to the maximum extent compatible with applicable law.

**11.6. No Waiver.** Failure or delay by Genome to exercise any right, power or remedy under this Agreement or to require or enforce strict performance by you of any provision of this Agreement and any supplemental or incorporated documents or policies shall not be regarded as a waiver or relinquishment of any such right, power or remedy.

**11.7. Force Majeure.** Neither Party shall be deemed in default or otherwise liable for any delay in or failure of its performance under this Agreement by reason of any act of God, fire, natural disaster, accident, riot, terrorism, act of government,

strike or labor dispute, shortage of materials or supplies, or any other cause beyond the reasonable control of such Party.

**11.8. Assignment.** The Affiliate may not assign this Agreement without the prior written consent of Genome. Genome may assign this Agreement without the consent or approval of the Affiliate, provided that such an assignment will be in compliance with the applicable laws and regulations.

**11.9. Electronic Agreement.** By checking the appropriate consent box or clicking the accept button on the Genome Website or Genome User Portal and accepting this Agreement, you signify that you have read, understood and agree to be bound by all terms and conditions of the Agreement and confirm that all information provided by you and individuals on your behalf is true, complete and accurate. You confirm, represent and warrant that you are an authorized representative of the entity entering into this Agreement and that you have authority to bind such entity to this Agreement. Accepting this Agreement shall communicate your consent to the terms shown above and shall be binding upon you to the same extent as if you agreed to be bound via a handwritten signature. You confirm that you are at least 18 years of age and of full legal age in your province of residence.

## 12. Definitions

**12.1. "Agreement"** shall mean this Agreement in its entirety, including all annexes, schedules and amendments thereto, in whatever form, whether substantial or otherwise.

**12.2. "Affiliate Program"** means the relationship between Genome and Affiliate, as well as rules governing such relationships, suggesting reward of Affiliate for referring the Clients to Genome and for marketing Genome Services.

**12.3. "Approved Client"** means a Client that was referred to Genome by Affiliate during the term of this Agreement, was not an existing customer of Genome as of the date Affiliate referred such Client to Genome, who has entered into the General T&Cs with Genome and successfully completed the due diligence procedures carried out in accordance with the [General T&Cs](#).

**12.4. "Business Day"** means a day when Genome is open for business, and excludes Saturdays, Sundays, bank holidays and public holidays in Lithuania.

**12.5. "Card Scheme"** shall mean payment network (such as VISA Inc., MasterCard International, Inc. or any other network, including national or local systems) linked to payment cards, such as debit or credit cards, of which a bank or any other eligible financial institution can become a member.

**12.6. "Card Scheme Rules"** shall mean rules, regulations, interpretations and other requirements (whether contractual or otherwise) imposed or adopted by any Card Scheme from time to time.

**12.7. "Client"** means any natural or legal person to whom Affiliate offers and markets the Genome Services.

**12.8. "Commission"** shall mean remuneration due to Affiliate for referred Approved Clients in accordance with the conditions of this Agreement.

**12.9. "Data Protection Requirements"** mean all applicable laws, rules and regulations regarding the handling, collection and transfer of personal information, including where applicable, the Gramm-Leach-Bliley Act, the Data Protection Acts of 1984 and 1998, Directive 95/46/EC of the European Parliament and any regulations implementing such Directive, General Data Protection Regulation (GDPR) (EU) 2016/679 along with the "U.S.-E.U. and U.S.-Swiss Safe Harbor Privacy Principles" issued by the U.S. Commerce Department, Law on Legal Protection of Personal Data of the Republic of Lithuania, PCI DSS, or any such

similar or successor laws, rules or regulations implementing requirements regarding the collections, storage, use, protection and/or security of personally identifiable information applicable to the performance of Affiliate's obligations or the exercise of Affiliate's rights hereunder.

**12.10. "Genome Services"** means providing and maintaining access to Genome Wallet, services of issuance and redemption of e-money, execution of transactions, currency conversion, access to Genome User Portal, payment collection service, as well as fraud prevention services and other ancillary services that Genome may offer to the Approved Client.

**12.11. "General T&Cs"** means General Terms and Conditions of Genome available at [Merchant Terms of Use](#).

**12.12. "Genome Eco-System"** shall have the meaning assigned by the [General T&Cs](#).

**12.13. "Genome User Portal"** shall mean the portal inside Genome Eco-System (<https://my.genome.eu/>) therefrom Client can use its Genome Wallet and obtain other Genome Services.

**12.14. "Genome Wallet"** shall have the meaning assigned by the [General T&Cs](#).

**12.15. "Genome Website"** means Genome site (/), including all its content and subdomains.

**12.16. "Intellectual Property Rights"** mean any patent, copyright, rights in Trademarks, trade secret rights, moral rights or other intellectual property or proprietary rights, whether or not registered or capable of registration, arising under the laws of any jurisdiction.

**12.17. “Merchant Terms of Use”** means Payment Collection Terms and Conditions of Genome available at: [Merchant Terms of Use](#).

**12.18. “Promotional Material”** shall mean all written or electronic presentations, solicitations and advertisements and other communications and other marketing material used to market Genome Services to prospective Clients.

**12.19. “Referral Link(s)”** shall mean a trackable hyperlink, in any form, including but not limited to images or text that direct the Client to the Genome Website.

**12.20. “Services Agreement”** shall mean the agreement by and between Genome and a Client regarding one or more of the Genome Services, regardless of the form of such agreement, and including Genome [General T&Cs](#) and, where applicable, [Merchant Terms of Use](#).

**12.21. “Trademark(s)”** shall mean all common law or registered trademark, service mark, trade name and trade dress rights and similar or related rights arising under any of the laws of any country or jurisdiction, whether now existing or hereafter adopted or acquired.

## 13. Interpretations

**13.1.** In interpreting this Agreement:

- (a) All clauses, schedule and paragraph headings in this Agreement are solely for convenience and shall not affect its interpretation;
- (b) The schedules referred to throughout this Agreement are attached to and incorporated into this Agreement and, unless the context clearly indicates otherwise, any reference to this Agreement shall (i) include the schedules and any other documents incorporated herein by reference and (ii) mean this Agreement as amended from time to time in accordance with its terms;

- (c) Unless the context clearly indicates otherwise, words denoting one gender include all genders, words denoting individuals or persons include entities and vice versa, words used in the single include the plural and vice versa, and the words 'including' and 'in particular' shall be construed as being by way of illustration only and not as limiting the generality of any words preceding them;
- (d) References to any statute, statutory, statutory provision, subordinate legislation under the relevant statute, or European Union directive or regulation shall include any statute, statutory provision, subordinate legislation, or European Union Directive or regulation which amends or replaces it, or has amended or replaced it;
- (e) If there is a conflict or inconsistency between the terms of this Agreement and the Card Scheme Rules, the provision of the Card Scheme Rules shall prevail to the extent of such conflict or inconsistency.
- (f) If there is a conflict or inconsistency between the terms of this Agreement and the General T&Cs, this Agreement shall prevail.

*Last modified on 07.09.2020*