

# PARTNERSHIP AGREEMENT

## I. INTRODUCTION

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1. The following terms are an Agreement between Advant Global Services Ltd. (P.O. Box 590, Suite 9, Henville Building, Charlestown, Nevis, Federation of Saint Kitts and Nevis), hereinafter the “Company”, and an individual - Independent Media Partner (hereinafter: “Independent Partner”).

2. The Company provides full access services to the Site System and enters into business relations regarding Subscriptions solely on the basis of the Partnership Agreement.

3. The Accession Agreement, as well as the Privacy Policy and Compensation Plan are integral parts of the Partnership Agreement (<https://advant.club/documents/>). All of the above documents, in their present form, together with any subsequent amendments, constitute the entire binding agreement between the Independent Partner and the Company, without which the Company does not enter into a business and contractual relationship with the prospective Independent Partner. Explicit and unconditional acceptance of all these documents is also mandatory for those Independent Partners who are already in a contractual relationship with the Company.

4. Failure to comply with the provisions of any of these documents may lead to the termination of the contractual relationship with the Independent Partner by the Company.

5. If any part of the Agreement or any document published by the Company is declared invalid in court, the rest of these regulations, statements or documents remain in full force and effect.

## II. SUBJECT OF THE AGREEMENT

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1. The Company provides the service of using its online system of the site (hereinafter referred to as the System) for the purpose of purchasing services or goods of the Suppliers through the Site/System via the network of Independent Partners. An Independent Partner acts as an information intermediary and engages other individuals to purchase the Company's services to provide extended access to the System.

2. The Independent Partner receives compensation for his services in accordance with the Compensation Plan, without the obligation to purchase the services or goods of the Suppliers. Additionally, confirmation of activity, for which the elements of the activity (hereinafter EA) are calculated, is mandatory for making any payments, in accordance with the Compensation Plan.

3. The conditions for obtaining the status of an Independent Partner include: 1) registration on the Site <https://advant.club/> and 2) purchase of one of the Company subscriptions.

## III. INDEPENDENT PARTNER STATUS

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1. All Independent Partners are Independent Media Partners of the Company engaged in their own independent commercial activities. Independent Partners are not considered employees, purchasers of franchise rights, just as any Agreement between the Company and its Independent Partner does not constitute an employee/employer/contractor, organization/firm, partnership or joint venture relationship.

2. An Independent Partner independently bears full responsibility for paying taxes and other mandatory fees on income received from interaction with the Company under this Agreement. An Independent Partner must report on their income and, accordingly, pay taxes/fees on income on their own, in accordance with the laws of the country of their residence and/or the country of the Company.

3. The Company reserves the right to deduct the amount necessary to pay taxes, mandatory fees, if required by the laws of the country of registration of the Company from the due compensation of the Independent Partner. Otherwise, the Company does not pay any taxes or fees for its Independent Partners.

4. Independent partners are strictly prohibited from declaring, directly or indirectly, verbally or in writing that their relationship with the company is different from that specified above.

An Independent Partner has the right to publicly announce that he is an **Independent Media Partner/Independent Partner** of the Company.

5. Each Independent Partner releases the Company of liability for any claims, as well as damages or obligations arising from the use of business methods by the Independent Partner, provided or not provided for

in this Agreement. Independent partners do not have the right to bind the Company with any obligations other than providing expanded access to the System.

6. Each Independent Partner is free to independently and at his own discretion set his working hours, the place of his activities, determine the methods of sales and marketing activities, if this does not contradict the terms of the Agreement.

7. An individual must be of legal age in his or her country of residence in order to become an Independent Partner of the Company.

## **IV. RIGHTS AND OBLIGATIONS OF INDEPENDENT PARTNER**

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1. An Independent Partner has the right to promote the Company's service and the services/products of the Suppliers.

2. Independent partners of the Company are entitled to invite other persons and involve them in their personal business structure of Independent Partners in the territory of their country of residence, as well as in other countries where the Company or Suppliers are represented.

3. The Independent Partner is obliged to ensure that no third parties have access to his passwords and registration data of his account, except for his Personal Partner.

4. As part of its activities, the Independent Partner is prohibited from violating the rights of third parties, harassing them, using aggressive and intrusive forms of activity, and violating the norms of applicable law.

5. The Company prohibits the sending of unsolicited advertising messages without the consent of the recipients. It applies to the distribution of messages by e-mail, as well as to the distribution of advertising faxes, to the distribution of advertising messages and advertising calls, including using automatic devices.

6. Misuse or misconduct by Independent Partners, such as the use of inconsistent or unfair advertising, is prohibited.

7. The Independent Partner, in particular, is prohibited from making false or misleading statements about the services of the Company or the services/goods of the Suppliers.

8. The Independent Partner is prohibited from advertising and/or selling the services of competitors of the Company or Suppliers.

An Independent Partner is also not permitted to sell or offer competing services from other companies to other Company Members or Users of the Company.

An Independent Partner is prohibited from campaigning for other Independent Partners of the Company to sell competing services from other companies.

9. Advertising of the Company's services, goods or other services offered through the Site is allowed only with the use of advertising materials and advertising content provided by the Company, or with the use of images and text that is previously agreed in writing (including electronic) with the Company at support@advant.club.

10. In addition, the Independent Partner may also conduct a presentation of services at fairs and exhibitions, only after prior written approval from the Company. Furthermore, in this case, there is a limitation that the Independent Partner is not entitled to offer services of competitors at these events.

11. It is not permitted to sell the Company's services at auctions, public or private, on marketplaces, online classifieds or similar points of sale.

12. As part of its activities, the Independent Partner has no right to create the impression that he is acting on behalf of the Company, as well as give the impression that he depends on the Company or is obliged to follow its instructions, and also cannot convey the impression of a trustee/authorized person of the Company. An Independent Partner does not have the right to accept cash to pay for the services offered on the Site, and does not have the right to make any statements on behalf of the Company or assume obligations to provide the services that are offered on the Site.

13. As part of its marketing activities, the Independent Partner must refrain from any form of unfair trading. An Independent Partner is obliged to introduce himself as a User of the System, an Independent Media Partner/Independent Partner of the Company. Web pages, mailing campaigns, business cards, advertisements, promotional materials, and similar materials must indicate the sole responsibility of the Independent Partner and use the wording "User/Independent Business Partner/Independent Partner of the Company" in these materials.

14. An Independent Partner is prohibited on behalf of the Company from submitting requests for loans and taking loans, making expenses, making commitments, opening bank accounts, registering intellectual property, registering the same or similar trademarks in their country of residence or any other country, concluding agreements or make any other binding expressions of will on behalf of the Company.

15. The use of the trade name, brands, trademarks, the word “Advant” or the phrase “Advant Club” and other commercial designations (hereinafter: “designations”) of the Company is possible only after the direct written consent of the Company for specific use. This also applies to the registration of Internet domains and e-mail addresses containing any “Advant”/“Advant Club” designation in any form. The Company has the right to demand the destruction of Internet domains, Internet sites or e-mail addresses containing an “Advant”/“Advant Club” designation that have not received a written permission to use from the Company, and has the right to demand their transfer to its ownership without charge. In this case, the costs of transferring the transmitted Internet object are borne by the Company.

16. An Independent Partner is not entitled to respond to inquiries from the press/journalists, enterprises, institutions, organizations, authorities regarding the Company, its services, the compensation plan and other elements of the Company's activities. The Independent Partner is obliged to forward all such requests immediately to the Company.

17. The transfer of an Independent Partner to another line of Independent Partners is not possible.

18. An Independent Partner is not entitled to transfer his personal business structure (the community of all partners in his referral structure), unless there is a special reason for this, the assessment of which is at the sole discretion of the Company, and if the Company has given prior consent to such transfer in writing. The Company has the right to reject planned transfers at its own discretion.

## **V. COMPENSATION PAYMENT**

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1. Bonuses and additional compensation are paid only after accepting the terms of this Agreement.

2. Any compensation payments will be governed by the Compensation Plan in effect at the time.

3. Any compensation based on the results of the settlement periods are made on the basis of activity and available EA, in accordance with the Activity System operating in the Company.

4. The minimum amount payable is twenty US dollars (\$ 20.00) or any other amount as required by the country where the Company operates. If the amount earned is less than the minimum, it will accumulate until it exceeds twenty US dollars (\$ 20.00).

5. Data processing fees (accrual of fees, Customer Service, etc.) of one dollar and fifty US cents (\$ 1.50) are charged on all fees for each reporting period.

6. The Individual Partner must notify the Company about errors in payment of fees and other payments in writing within 30 days from the date of the erroneous payment. After this period, the compensation or other payments are considered approved by the Individual Partner.

## **VI. BUSINESS TOOLS**

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1. The Company provides the Independent Partner with extra chargeable additional functions of its online system (hereinafter referred to as the Business Tools) for working with the partner network: **CRM functionality** (a contact tracking system for attracting new Independent Partners) and **Lending functionality** (standard website templates for posting information about the Independent Partner) in the amount and terms specified in the System, subject to ordering a subscription to Business Tools by the Independent Partner.

2. The Independent Partner undertakes to use the Business Tools solely for the purposes of the Independent Partner's activities under this Agreement. If this condition is violated, the Company has the right to delete/block the Independent Partner Account.

## **VII. TERMINATION OF INDEPENDENT PARTNER ACTIVITIES**

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1. Any Independent Partner may voluntarily relinquish its status without renewing it when required by sending written notice to the Company. Termination of cooperation comes into force from the moment of receipt of such notification by the Company.

2. The Company reserves the right to temporarily block the access of the Independent Partner to the System at any time if it believes that the Independent Partner may have violated the provisions of this Agreement. The Company will notify of the temporary blocking of the Independent Partner by an e-mail message sent to the address specified in their Account. In the event of a material/gross violation of the terms of this Agreement, the Company has the right to block the Independent Partner Account without prior warning.

3. For the period of investigation, during the temporary blocking of the Account, the Company will defer any payable compensation or bonuses pending a final decision. If the violation is not confirmed, the temporary block will be lifted and any compensation or bonuses will be credited to the Independent Partner's account.

4. The activities of the Independent Partner may be terminated if they violate any of the terms of the Agreement. The notice of the termination of cooperation, indicating the reason(s) for this, is provided to the Independent Partner by the Company in writing and delivered by e-mail.

5. An Independent Partner whose activity was terminated forcibly may appeal against this action by sending a letter to the Company's email address indicating the grounds for the appeal within 10 (ten) days from the date of notification on the termination of cooperation.

6. In the event of the death of an Independent Partner, his legal heirs have the right to apply for access to his Account on the basis of a scanned copy of the relevant application of the heirs sent by email to the Company and scanned copies of the following documents: 1) death certificate of the Independent Partner; 2) an application for acceptance of an inheritance filed to a notary; 3) a notary's certificate on the circle of heirs of the testator after 6 months from the date of death, or a certificate of the right to inheritance issued by a notary for any object of the inherited property of the testator, in which the heir is indicated. The Company reserves the right to evaluate the submitted documents at its own discretion, taking into account the relevant legislation of the country of the Independent Partner's heir. The Company may allow access of the heir/heirs to the testator's Account with/without making some changes to the Account data that relate to the personal data of the Independent Partner.

7. The Company reserves the right to suspend or terminate the Agreement with the Independent Partner with a written notification of the Independent Partner about the reason for such a decision in the event of unforeseen violations by the Independent Partner in the form of destructive actions in relation to the Company/the reputation of the Company and other Independent partners, Suppliers.

## **VIII. TRADEMARK, INTERNET CONTENT AND ADVERTISING**

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1. The commercial designation "Advant", "Advant Club", as well as logos, names of all services and programs of the Company are trademarks and are used exclusively by the Company or with the prior written permission of the Company. Only the Company has the right to manufacture and market goods or literature under these trademarks. This includes: websites, slides, brochures, videos, domain addresses, pages on any social networks, as well as educational and/or marketing materials and all advertising (branded) materials, including, but not limited to, clothing, accessories, badges, magnets, etc. The use of the "Advant", "Advant Club" designations on any item or digital material not produced or authorized by the Company is prohibited.

2. The Independent Partner acknowledges that any right to use the "Advant", "Advant Club" designations and materials protected by copyright or intellectual property rights is not exclusive, and the Company has the right, at its discretion, to grant others the right to use these trademarks and materials protected by copyright.

3. Independent partners are liable to the Company for any damage caused in any form due to improper or illegal use of the above designations, trademarks, service marks, copyright and other objects of intellectual property rights, access to which they received in connection with the Company.

4. Independent partners may not use the "Advant", "Advant Club" designations and logos in advertising their telephone/fax/office address in the yellow pages section of telephone directories, or the telephone database on the Internet without the official permission of the Company without introducing yourself as Independent Commercial Partners/Independent Partners/Users of the Company. Also, the Independent Partner has no right to create sites, pages on social networks, ads and media content (audio, video, etc.) using the name, designations and symbols of the Company. All cases of public (for more than 1 person access) use of the above designations on the Internet must be previously agreed with the Company and approved by the Company. In this case, a notice is placed next to the relevant material: "Information agreed with Advant". The Company does not accept any responsibility for materials that do not have the aforementioned indication. Unauthorized use of the phrase "Advant" or unauthorized use of the notice: "Information agreed with Advant" is punishable by law.

5. Independent partners of the Company are not permitted to produce their business cards or letterheads using the "Advant", "Advant Club" designations or trademark without the prior written approval of the Company.

6. The Independent Partner grants the Company the right to record photo and/or audiovisual materials with his image, voice, statements and quotes in his role as an Independent Partner free of charge. Thus, by accepting the terms of the Agreement, the Independent Partner agrees to the publication, use, reproduction and modification of its quotes, photographs and recordings.

## **IX. LIMITATION OF DAMAGES**

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1. The Company is liable for damage - except for harm caused to life and health - only if such was caused by willful or grossly negligent actions, or violation of a significant obligation under the Agreement (for example, non-payment of commission) by the Company, its employees or persons acting on its behalf. This also applies to damage caused by misconduct. Any liability for damages outside this scope is excluded.

2. Except for harm caused to life and health, or in case of willful or grossly negligent actions on the part of the Company, its employees or persons acting on its behalf, the liability is limited to damage that could be foreseen as typical when concluding an agreement of this type, and in terms of its size, it is limited to the average amount of damage typical for agreements of this type. This does not apply to consequential damages, in particular loss of profits.

3. Regardless of the nature of the damage the Company is not responsible for damage caused by the loss of data on the servers, except in cases of fault due to grossly negligent or willful actions on the part of the Company, its employees or persons acting on its behalf.

## **X. FINAL PROVISIONS**

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1. In order to maintain a viable program of contractual cooperation and in accordance with changes in laws, as well as changes in economic conditions, the Company reserves the right from time to time to amend the terms of this Agreement, the Compensation Plan, and the Accession Agreement. All changes come into force after they are published on the Company's website. In case of objection, the Independent Partner has the right to terminate the Agreement at the time when the changed or additional terms come into force, subject to the immediate notification of the Company about this. The Company reserves the responsibility for the Independent Partner to take into account the current revision of the Agreement or its integral parts.

2. The Agreement is automatically canceled (after 10 days) after the expiration of the subscription selected by the Independent Partner.

3. All disputes and claims related to the rights and obligations of the Independent Partner or any claims or grounds of claims related to the activities of the Independent Partner of the Company, in accordance with this Agreement, are resolved in full in accordance with the current legislation of the country of registration of the Company.