

## APWASI AFFILIATE AGREEMENT

This Affiliate Agreement ("Agreement") contains the complete terms and conditions between, APWASI.com ("APWASI") hereafter referred to as APWASI and you hereafter referred to as (Affiliate), regarding your application to and participation in, the APWASI Affiliate Program (the "Affiliate Program") as an affiliate of APWASI (an "Affiliate"), and the establishment of links from your website to our website, <https://www.APWASI.com>.

**BY SUBMITTING AN APPLICATION TO JOIN OR BY PARTICIPATING IN THE AFFILIATE PROGRAM, YOU CONFIRM THAT YOU HAVE READ AND AGREE TO BE BOUND BY THIS AGREEMENT AND THE APWASI TERMS AND CONDITIONS.**

### WHEREAS:

- A. APWASI has an exclusive license to use and sublicense the Licensed Property and desires to sublicense the Licensed Property to Affiliate.
- B. Affiliate desires to obtain a sublicense to use the Licensed Property for its internal business purposes and wishes to recruit End Users to use the APWASI Program, subject to the terms and conditions of this Agreement.

**NOW THEREFORE**, in consideration of the mutual covenants, terms and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

### 1. Definitions

- 1.1 "**Affiliate**" means any entity controlling, controlled by, or under common control with a party, where "control" is defined as: (i) the ownership of at least 50% of the equity or beneficial ownership interests of the entity; or (ii) the power to exercise a controlling influence over the management or policies of the entity.
- 1.2 "**APWASIMark**" means the registered trademark "APWASI" with serial number 2014010 filed on February 26, 2020.
- 1.3 "**Affiliate Platform**" - A third party platform used by APWASI to track Affiliate performance, including specific referrals and commissions earned through the Affiliate Program.
- 1.4 "**Affiliate Console**" - The Affiliate Console is used by Affiliates to track commissions, view reports, and update contact information and payment preferences.
- 1.5 "**Affiliate Site**" - The Affiliate's website which displays APWASI's Products and Services and/or promotions.
- 1.6 "**APWASI's Products and Services**" – Online learning services that are available for purchase from APWASI.

- 1.7 "Commission Fees" - The amount you will be paid for each Qualified Purchase by a Referred Customer subject to any applicable Commission Threshold and pursuant to the terms of this Agreement.
- 1.8 "Qualified Purchase" - A sale of APWASI Products and Services by APWASI, with a term of one (1) month or longer, to a Referred Customer that is not excluded under Section 7.
- 1.9 "Referred Customer" - Each new and unique customer referred from Affiliate through a Link that provides valid account and billing information.
- 1.10 "**APWASI Program**" means the development and delivery of educational and training materials relating to wine, spirits, cigars, caviar, foie gras, truffles, and other luxury products through a software as a service format, which exists in a multi-tenant, shared database and includes services offered in conjunction with the educational and training materials.
- 1.11 "**Business Day**" means a day other than a Saturday, Sunday, or other day on which banks in Vancouver, British Columbia are authorized or required by Law to be closed for business.
- 1.12 "**Controlled Technology**" means any software, documentation, technology or other technical data, or any products that include or use any of the foregoing, the export, re-export or release of which to certain jurisdictions or countries is prohibited or requires an export licence or other governmental approval, under any Law.
- 1.13 "**Documentation**" means any and all manuals, instructions, and other documents and materials that APWASI provides or makes available to Affiliate in any form or medium which describe the functionality, components, features, or requirements of the Licensed Property or APWASI Program, including any aspect of the installation, configuration, integration, operation, use, support, or maintenance thereof.
- 1.14 "**End User**" means the individual that Affiliate recruits and then administers the APWASI Program to through the use of the Online Portal and Support Services of APWASI.
- 1.15 "**IP Rights**" means any and all registered and unregistered rights granted, applied for, or otherwise now or hereafter in existence under or related to any patent, copyright, trademark, trade secret, database protection, or other intellectual property rights laws, and all similar or equivalent rights or forms of protection, in any part of the world.
- 1.16 "**Law**" means any statute, law, ordinance, regulation, rule, code, order, constitution, treaty, common law, judgment, decree, or other requirement or rule of any federal, provincial, territorial, local or foreign government, or political subdivision thereof, or any arbitrator, court or tribunal of competent jurisdiction.
- 1.17 "**Licensed Property**" means the intellectual property used in running the APWASI Program, including the registered APWASI Mark, together with any Program Updates provided to Affiliate under this Agreement.
- 1.18 "**Loss**" means any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs or expenses of whatever kind, including reasonable legal fees, disbursements and charges and the costs of enforcing any right to indemnification hereunder and the cost of pursuing any insurance providers.

- 1.19 **“OrderForm”** means a print or online order form or other order documentation provided by APWASI or an authorized APWASI reseller that is accepted by or on behalf of Affiliate, which incorporates the terms of this Agreement, in form and substance substantially similar to Schedule B attached to this Agreement.
- 1.20 **“MarketingMaterials”** means the marketing tools created by APWASI for use by the Affiliate, which includes tri-folds, common Facebook, Instagram, Twitter, WeChat, WhatsApp, and Google profiles, and YouTube and Vimeo.
- 1.21 **“NewVersion”** means any new version of the Licensed Property that APWASI may from time to time introduce and market generally as a distinct licensed product and which APWASI may make available to Affiliate at an additional cost under a separate written agreement.
- 1.22 **“Online Portal”** means the digital platform developed by APWASI that delivers the APWASI Program.
- 1.23 **“Out-of-Scope Services”** mean any of the services set forth in Schedule A, and any other services that the APWASI and Affiliate may from time to time agree in writing are not included in the Support Services.
- 1.24 **“PermittedUse”** means use of the Licensed Property for the benefit of Affiliate in the ordinary course of its internal business operations.
- 1.25 **“Person”** means an individual, corporation, unlimited liability company, partnership, joint venture, governmental authority, unincorporated organization, trust, association, or other entity.
- 1.26 **“PrivacyPolicy”** means the most current privacy policy of APWASI available on the APWASI website and Online Portal.
- 1.27 **“Program Update”** means any update, upgrade, release, or other adaptation or modification of the Licensed Property, including any updated Documentation, that APWASI may provide to Affiliate from time to time during the Term, which may contain, among other things, error corrections, enhancements, improvements or other changes to the user interface, functionality, compatibility, capabilities, performance, efficiency, or quality of the Licensed Property, but does not include any New Version.
- 1.28 **“Representatives”** means, with respect to a Party, that Party’s employees, officers, directors, consultants, agents, independent contractors, service providers, sublicensees, subcontractors and legal advisors.
- 1.29 **“RegistrationCode”** means a unique code given to Affiliate by APWASI, which grants Affiliate access to the Online Portal.
- 1.30 **“SupportHours”** means the hours of day as determined from time to time by APWASI in providing Support Services to Affiliate, which will be visible on the Online Portal and can vary depending by product or geographic region.
- 1.31 **“SupportPeriod”** means the Term and, if requested by Affiliate, any period during which APWASI transfers the Support Services to an alternate service provider.

- 1.32 **“SupportServices”** means APWASI’s technical support of the then-current version and release of the Online Portal and marketing support of the APWASI Program, but excluding any Out-of-Scope Services.
- 1.33 **“Third-PartyMaterials”** means materials and information, in any form or medium, that are not proprietary to APWASI, including any third-party: (a) documents, data, content or specifications; (b) software, hardware or other products, facilities, equipment or devices; and (c) accessories, components, parts, or features of any of the foregoing.
- 1.34 **“UserSystems”** means Affiliate and End User information technology infrastructure, including computers, software, hardware, databases, electronic systems (including database management systems), networks and internet connectivity, whether operated directly by Affiliate or End User or through the use of third-party services.

## **2. Sublicence**

- 2.1 Sublicence Grant. Subject to the terms and conditions of this Agreement, and conditional on Affiliate’s compliance therewith, APWASI hereby grants to Affiliatea non-exclusive, non-transferable, and revocablesublicence to use the Licensed Property and Documentation solely for the Permitted Use during the Term.
- 2.2 Open-Source Licences. The Licensed Property includes Open-Source Components. Any use of the Open-Source Components by Affiliatewill be governed by, and subject to, the terms and conditions of the Open-Source Licence(s).
- 2.3 Use Restrictions. Except as this Agreement expressly permits, and subject to Section 2.2 with respect to Open-Source Components,Affiliatewill not, and will not permit any other Person to:
- (a) copy the Licensed Property, in whole or in part;
  - (b) modify, correct, adapt, translate, enhance or otherwise prepare derivative works or improvements of any Licensed Property;
  - (c) rent, lease, lend, sell, assign, distribute, publish, transfer, or otherwise make available the Licensed Property to any Person, including on or in connection with the internet or any time-sharing, service bureau, software as a service, cloud or other technology or service;
  - (d) reverse engineer, disassemble, decompile, decode or adapt the Licensed Property or otherwise attempt to derive or gain access to the source code of the Licensed Property, in whole or in part;
  - (e) bypass or breach any security device or protection used for or contained in the Licensed Property or Documentation;
  - (f) remove, delete, efface, alter, obscure, translate, combine, supplement or otherwise change any trademarks, terms of the Documentation, warranties, disclaimers, or IP Rights, proprietary rights or other symbols, notices, marks or serial numbers on or relating to any copy of the Licensed Property or Documentation;

- (g) use the Licensed Property in any manner or for any purpose that infringes, misappropriates, or otherwise violates any IP Right, privacy right, or other right of any Person, or that violates any applicable Law;
- (h) use the Licensed Property for purposes of: (i) benchmarking or competitive analysis of the Licensed Property; (ii) developing, using or providing a competing software product or service; or (iii) any other purpose that is to APWASI's detriment or commercial disadvantage;
- (i) use the Licensed Property in or in connection with the design, construction, maintenance, operation or use of any hazardous environments, systems or applications, any safety response systems or other safety-critical applications or any other use or application in which the use or failure of the Licensed Property could lead to personal injury or severe physical or property damage; or
- (j) use the Licensed Property or Documentation other than for the Permitted Use or in any manner or for any purpose or application not expressly permitted by this Agreement.

### **3. Delivery**

- 3.1 APWASI will deliver to Affiliate access to the Licensed Property electronically via the Online Portal, on tangible media or by other means, in APWASI's sole discretion. Risk of loss of any tangible media on which the Licensed Property is delivered will pass to Affiliate on delivery.
- 3.2 APWASI will supply Affiliate with the Registration Code as soon as practical after the Effective Date and before Affiliate registers its first End User.
- 3.3 APWASI may allow at its discretion, the Affiliate to place on the Online Portal its company logo or other graphical representation of its business and its contact details.

### **4. Marketing and Technical Support**

- 4.1 APWASI will provide Affiliate with all Marketing Materials required to market the APWASI Program to End Users as determined between the Parties (the "**Marketing Support**").
- 4.2 APWASI and Affiliate will each appoint an employee to serve as the primary contact with respect to the Marketing Support who will have the authority to act on behalf of APWASI and Affiliate, respectively.
- 4.3 APWASI may, by giving prior written consent to Affiliate, permit Affiliate to use the Licensed Property or a part thereof for co-branding or marketing of its online course products. Affiliate will at all times adhere to APWASI's then-current brand guidelines.
- 4.4 APWASI will provide Affiliate with Support Services during Support Hours throughout the Support Period in accordance with the terms and conditions of this Agreement.
- 4.5 APWASI reserves the right to make changes to the Support Services, Support Hours, and Support Period at any time and will post those changes on the Online Portal.

**5. Program Updates**

5.1 During the Term, APWASI will provide Affiliate with all Program Updates (including updated Documentation) that APWASI may, in its sole discretion, make generally available to its sublicensees at no additional charge. All Program Updates, on being provided by APWASI to Affiliate hereunder, are deemed Licensed Property subject to all applicable terms and conditions of this Agreement. Affiliate will implement all Program Updates as soon as practicable after receipt. Affiliate does not have any right hereunder to receive any New Versions of the Licensed Property that APWASI may, in its sole discretion, release from time to time. Affiliate may sublicense any New Version that APWASI makes generally available to its sublicensees at APWASI's then-current list price and subject to a separate sublicense agreement, provided that Affiliate is in compliance with the terms and conditions of this Agreement.

**6. Affiliate Duties and Benefits**

6.1 Affiliate will set up, maintain, and operate in good repair all User Systems on or through which the APWASI Program is accessed or used and provide all cooperation and assistance as APWASI may reasonably request to enable APWASI to exercise its rights and perform its obligations under and in connection with this Agreement.

6.2 Affiliate will recruit End Users to enrol in the APWASI Program through the Online Portal. Affiliate will only use APWASI's Marketing Materials to solicit End Users and, before registration of the End User and payment, will use its Registration Code on the Online Portal for each End User that it recruits. Entering the Registration Code after registration and payment has been made is not permissible as the Online Portal does not have that functionality.

6.3 Affiliate will receive 25% of the course fee paid at the time of registration less any applicable costs and taxes and payment costs to the Affiliate. This is only applicable to the APWASI courses and not applicable to any other third party offerings or courses.

6.4 Affiliate acknowledges and agrees that the APWASI Program is provided in a multi-tenant, shared database architecture in which individualized client-dedicated infrastructure or processing is not part of the APWASI Program.

**7. Term and Termination**

7.1 Termination. This Agreement may be terminated at any time:

(a) The terms of this Agreement are effective upon your submission of an application to the Affiliate Program and shall remain in effect until either party terminates your participation in the Affiliate Program (the "Term"). Your participation in the Affiliate Program may be terminated at any time by either party, with or without notice or cause.

(b) b. You are only eligible to earn Commission Fees on Qualified Purchases occurring during the Term. Commission Fees earned prior to the date of termination will be eligible for Commission Fees only if the orders for the related APWASI Products and Services are not cancelled within (30) days and comply with all of the terms of this Agreement. We may withhold your final payment of Commission Fees for a reasonable time to ensure that all Qualified Purchases are valid and payment from Referred Customers are legitimate as determined by APWASI in its sole discretion.

- (c) Any Affiliate who violates this Agreement, APWASI's Terms of Service, or any applicable law or regulation will immediately forfeit any right to any and all accrued, but not yet received, Commission Fees and will be immediately removed from the Affiliate Program.
- (d) APWASI reserves the right to remove an Affiliate from the Affiliate Program, and to terminate or suspend this Agreement, at any time for any reason, in APWASI's sole discretion.
- (e) Termination by APWASI, is effective immediately, if Affiliate: (i) is dissolved, liquidated or wound-up or takes any corporate action for such purpose; (ii) becomes insolvent or is generally unable to pay its debts as they become due; (iii) becomes the subject of any voluntary or involuntary bankruptcy proceeding under any federal or foreign bankruptcy or insolvency Law; (iv) makes or seeks to make a general assignment for the benefit of its creditors; or (v) applies for, or consents to, the appointment of a trustee, receiver, receiver-manager or custodian for all or a substantial part of its property.

7.2 Effect of Termination or Expiration. On the expiration or earlier termination of this Agreement:

- (a) all rights, licences, and authorizations granted to Affiliate hereunder will immediately terminate and Affiliate will:
  - (i) immediately cease all use of and other activities with respect to the Licensed Property and Documentation.
  - (ii) within 14 days deliver to APWASI, or at APWASI's written request destroy, and permanently erase from all devices and systems Affiliate directly or indirectly controls, the Licensed Property, the Documentation and APWASI's Confidential Information, including all documents, files and tangible materials (and any partial and complete copies) containing, reflecting, incorporating or based on any of the foregoing, whether or not modified or merged into other materials;
  - (iii) certify by an officer to APWASI in a signed written instrument that it has complied with the requirements of this Section.
- (b) all amounts payable by Affiliate to APWASI of any kind are immediately payable and due no later than 10 Business Days after the effective date of the expiration of this Agreement.

7.3 Surviving Terms. The provisions set forth in the following Sections, and any other right, obligation or provision under this Agreement that, by its nature, should survive termination or expiration of this Agreement, will survive any expiration or termination of this Agreement: Section 1 (Definitions), Section 11 (Confidentiality), Section 9 (IP Rights), this Section 7, Section 10 (Representations and Warranties), Section 12 (Indemnification), Section 13 (Limitations of Liability) and Section 18 (Miscellaneous).

**8. Fees and Payment**

8.1 Taxes. All Fees and other amounts payable by APWASI under this Agreement are exclusive of taxes and similar assessments. Without limiting the foregoing, Affiliate is responsible for all goods and services, harmonized sales, sales, service, use and excise taxes, and any other

similar taxes, duties and charges of any kind imposed by any federal, provincial or territorial governmental or regulatory authority on any amounts payable by Affiliate hereunder, other than any taxes imposed on APWASI's income.

- 8.2 Payment. APWASI will pay all amounts due and owing under this Agreement after 70 days commencing on the students enrolled from the end of each month. APWASI will make all payments hereunder in United States Dollars by electronic or bank transfer to the address outlined in the notice provision or to the account specified by APWASI or such other address or account as APWASI may specify in writing from time to time.
- 8.3 No Deductions or Set-offs. All amounts payable to Affiliates under this Agreement will be paid by APWASI to Affiliate after any set-off, recoupment, counterclaim, deduction, debit, or withholding for any reason (other than any deduction or withholding of tax as may be required by applicable Law).

## **9. IP Rights**

9.1 IP Ownership. Affiliate acknowledges and agrees that:

- (a) the Licensed Property and Documentation are sublicensed, not sold, to Affiliate by APWASI and Affiliate does not and will not have or acquire under or in connection with this Agreement any ownership interest in the Licensed Property or Documentation, or in any related IP Rights;
- (b) Canada Link Corporation is and will remain the sole and exclusive owner of all right, title and interest in and to the Licensed Property and Documentation, including all IP Rights relating thereto, subject only to the rights of third parties in Open-Source Components and the sublicense granted to Affiliate under this Agreement; and
- (c) Affiliate hereby unconditionally and irrevocably assigns to APWASI its entire right, title and interest in and to any IP Rights that Affiliate may now or hereafter have in or relating to the Licensed Property or Documentation (including any rights in derivative works or patent improvements relating to either of them), whether held or acquired by operation of law, contract, assignment or otherwise.

9.2 Affiliate Co-operation and Notice of Infringement. Affiliate will, during the Term:

- (a) take all commercially reasonable measures to safeguard the Licensed Property and Documentation (including all copies thereof) from infringement, misappropriation, theft, misuse, or unauthorized access;
- (b) at APWASI's expense, take all such steps as APWASI may reasonably require to assist APWASI in maintaining the validity, enforceability and APWASI's ownership of the IP Rights in the Licensed Property and Documentation;
- (c) promptly notify APWASI in writing if Affiliate becomes aware of:
  - (i) any actual or suspected infringement, misappropriation or other violation of APWASI's IP Rights in or relating to the Licensed Property or Documentation; or

- (ii) any claim that the Licensed Property or Documentation, including any production, use, marketing, sale or other disposition of the Licensed Property or Documentation, in whole or in part, infringes, misappropriates or otherwise violates the IP Rights or other rights of any Person; and
  - (d) fully co-operate with and assist APWASI in all reasonable ways in the conduct of any claim, action, proceeding or suit (each, an “**Action**”) by APWASI to prevent or abate any actual or threatened infringement, misappropriation, or violation of APWASI’s rights in, and to attempt to resolve any claims relating to, the Licensed Property or Documentation, including having Affiliate’s employees testify when requested and making available for discovery or trial relevant records, papers, information, samples, specimens and the like.
- 9.3 No Implied Rights. Except for the limited rights and licences expressly granted under this Agreement, nothing in this Agreement grants, by implication, waiver, estoppel, or otherwise, to Affiliate or any third party any IP Rights or other right, title, or interest in or to any of the Licensed Property or Documentation.

**10. Representations and Warranties**

- 10.1 Mutual Representations and Warranties. Each Party represents, warrants, and covenants to the other Party that:
- (a) it is incorporated and validly existing under the Laws of the jurisdiction of its incorporation;
  - (b) it has the power and capacity to enter into and perform its obligations and grant the rights, licences and authorizations it grants and is required to grant under this Agreement;
  - (c) the execution of this Agreement by its representative whose signature is set forth at the end of this Agreement has been duly authorized by all necessary action of such Party; and
  - (d) when executed and delivered by the Parties, this Agreement will constitute the legal, valid and binding obligation of such Party, enforceable against such Party in accordance with its terms.
- 10.2 DISCLAIMER OF WARRANTIES. ALL LICENSED PROPERTY, DOCUMENTATION AND OTHER PRODUCTS, INFORMATION, MATERIALS, AND SERVICES PROVIDED BY APWASI ARE PROVIDED “AS IS.”APWASI HEREBY DISCLAIMS ALL CONDITIONS AND WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHER (INCLUDING ALL CONDITIONS AND WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE), AND SPECIFICALLY DISCLAIMS ALL IMPLIED CONDITIONS AND WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT. WITHOUT LIMITING THE FOREGOING, APWASI MAKES NO CONDITION OR WARRANTY OF ANY KIND THAT THE LICENSED PROPERTY OR DOCUMENTATION, OR ANY OTHER APWASI OR THIRD-PARTY GOODS, SERVICES, TECHNOLOGIES OR MATERIALS (INCLUDING ANY SOFTWARE OR HARDWARE), OR ANY PRODUCTS OR RESULTS OF THE USE OF ANY OF THEM, WILL MEET AFFILIATE’S OR OTHER PERSONS’ REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY

INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY OTHER GOODS, SERVICES, TECHNOLOGIES, OR MATERIALS (INCLUDING ANY SOFTWARE, HARDWARE, SYSTEM, OR NETWORK), OR BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE, OR ERROR FREE. ALL OPEN-SOURCE COMPONENTS AND OTHER THIRD-PARTY MATERIALS ARE PROVIDED "AS IS" AND ANY CONDITION, REPRESENTATION OR WARRANTY OF OR CONCERNING ANY OF THEM IS STRICTLY BETWEEN AFFILIATE AND THE THIRD-PARTY OWNER OR DISTRIBUTOR OF SUCH OPEN-SOURCE COMPONENTS AND THIRD-PARTY MATERIALS.

## 11. **Confidentiality**

- 11.1 **Confidential Information.** In connection with this Agreement, each Party (as the "**DisclosingParty**") may disclose or make available to the other Party (as the "**ReceivingParty**") Confidential Information. Subject to Section 11.2, "**ConfidentialInformation**" means information in any form or medium (whether oral, written, electronic, or other) that the Disclosing Party considers confidential or proprietary, including information consisting of or relating to the Disclosing Party's technology, trade secrets, know-how, business operations, plans, strategies, customers, and pricing and information with respect to which the Disclosing Party has contractual or other confidentiality.
- 11.2 **Exclusions and Exceptions.** Confidential Information does not include information that the Receiving Party can demonstrate by written or other documentary records: (a) was rightfully known to the Receiving Party without restriction on use or disclosure before such information's being disclosed or made available to the Receiving Party in connection with this Agreement; (b) was or becomes generally known by the public other than by the Receiving Party's or any of its Representatives' non-compliance with this Agreement; (c) was or is received by the Receiving Party on a non-confidential basis from a third party that, to the Receiving Party's knowledge, was not or is not, at the time of such receipt, under any obligation to maintain its confidentiality; or (d) the Receiving Party can demonstrate by written or other documentary records was or is independently developed by the Receiving Party without reference to or use of any Confidential Information.
- 11.3 **Protection of Confidential Information.** As a condition to being provided with any disclosure of or access to Confidential Information, the Receiving Party will:
- (a) not access or use Confidential Information other than as necessary to exercise its rights or perform its obligations under and in accordance with this Agreement;
  - (b) except as may be permitted under the terms and conditions of Section 11.4, not disclose or permit access to Confidential Information other than to its Representatives who: (i) need to know such Confidential Information for purposes of the Receiving Party's exercise of its rights or performance of its obligations under and in accordance with this Agreement; (ii) have been informed of the confidential nature of the Confidential Information and the Receiving Party's obligations under this Section 11; and (iii) are bound by confidentiality and restricted use obligations at least as protective of the Confidential Information as the terms set forth in this Section 11;

- (c) safeguard the Confidential Information from unauthorized use, access, or disclosure using at least the degree of care it uses to protect its similarly sensitive information and, in no event, less than a reasonable degree of care;
- (d) promptly notify the Disclosing Party of any unauthorized use or disclosure of Confidential Information and cooperate with Disclosing Party to prevent further unauthorized use or disclosure; and
- (e) ensure its Representatives' compliance with, and be responsible and liable for any of its Representatives' non-compliance with, the terms of this Section 11.

Notwithstanding any other provisions of this Agreement, the Receiving Party's obligations under this Section 11 with respect to any Confidential Information that constitutes a trade secret under any applicable Law will continue until such time, if ever, as such Confidential Information ceases to qualify for trade secret protection under one or more such applicable Laws other than as a result of any act or omission of the Receiving Party or any of its Representatives.

- 11.4 Compelled Disclosures. If the Receiving Party or any of its Representatives is compelled by applicable Law to disclose any Confidential Information, then, to the extent permitted by applicable Law, the Receiving Party will: (a) promptly, and before such disclosure, notify the Disclosing Party in writing of such requirement so that the Disclosing Party can seek an injunction, protective order, or other remedy or waive its rights under Section 11.3; and (b) provide reasonable assistance to the Disclosing Party, at the Disclosing Party's sole cost and expense, in opposing such disclosure or seeking an injunction, protective order or other limitations on disclosure. If the Disclosing Party waives compliance or, after providing the notice and assistance required under this Section 11.4, the Receiving Party remains required by Law to disclose any Confidential Information, the Receiving Party will disclose only that portion of the Confidential Information that, on the advice of the Receiving Party's legal counsel, the Receiving Party is legally required to disclose.

## 12. Indemnification

- 12.1 Affiliate Indemnification. Affiliate will indemnify, defend, and hold harmless APWASI and its officers, directors, employees, agents, subcontractors, successors, and assigns (each, including APWASI, an "**APWASI Indemnitee**") from and against any and all Losses incurred by the APWASI Indemnitee in connection with any Action by a third party (other than an Affiliate of an APWASI Indemnitee) to the extent that such Losses arise out of or relate to any allegation:
- (a) that any IP Right or other right of any Person, or any Law, is or will be infringed, misappropriated, or otherwise violated by any:
    - (i) use or combination of the Licensed Property by or on behalf of Affiliate or any of its Representatives with any hardware, software, system, network, service, or other matter whatsoever that is neither provided by APWASI nor authorized by APWASI in this Agreement and the Documentation or otherwise in writing; and
    - (ii) information, materials, or technology or other matter whatsoever directly or indirectly provided by Affiliate or directed by Affiliate to be installed, combined,

integrated or used with, as part of, or in connection with the Licensed Property or Documentation;

- (b) of or relating to facts that, if true, would constitute a breach by Affiliate of any representation, warranty, covenant, or obligation under this Agreement;
- (c) of or relating to negligence, abuse, misapplication, misuse, or more culpable act or omission (including recklessness or wilful misconduct) by or on behalf of Affiliate or any of its Representatives with respect to the Licensed Property or Documentation or otherwise in connection with this Agreement; or
- (d) of or relating to use of the Licensed Property or Documentation by or on behalf of Affiliate or any of its Representatives that is outside the purpose, scope, or manner of use authorized by this Agreement or the Documentation, or in any manner contrary to APWASI's instructions.

12.2 You hereby agree to indemnify and hold harmless APWASI and its subsidiaries and affiliates, and their directors, officers, employees, agents, shareholders, partners, members, and other owners, against any and all claims, actions, demands, liabilities, losses, damages, judgments, settlements, costs, and expenses (including reasonable attorneys' fees) (any or all of the foregoing hereinafter referred to as "Losses") insofar as such Losses (or actions in respect thereof) arise out of or are based on (i) any claim that our use of the Affiliate Trademarks infringes on any trademark, trade name, service mark, copyright, license, intellectual property, or other proprietary right of any third party, (ii) any misrepresentation of a representation or warranty or breach of a covenant and agreement made by you herein, or (iii) any claim related to your Affiliate Site, including, without limitation, its development, operation, maintenance and content therein not attributable to us.

12.3 Indemnification Procedure. Affiliate will promptly notify APWASI in writing of any Action for which APWASI believes it is entitled to be indemnified under Section 12.1. APWASI seeking indemnification (the "**Indemnitee**") will cooperate with the Affiliate (the "**Indemnitor**") at the Indemnitor's sole cost and expense. The Indemnitor will immediately take control of the defence and investigation of such Action and will employ counsel reasonably acceptable to the Indemnitee to handle and defend the same, at the Indemnitor's sole cost and expense. The Indemnitee's failure to perform any obligations under this Section 12.2 will not relieve the Indemnitor of its obligations under this Section 12, except to the extent that the Indemnitor can demonstrate that it has been materially prejudiced as a result of such failure. The Indemnitee may participate in and observe the proceedings at its own cost and expense with counsel of its own choosing.

12.4 Mitigation. If the Licensed Property, or any part of the Licensed Property, is, or in APWASI's opinion is likely to be, claimed to infringe, misappropriate, or otherwise violate any third-party IP Right, or if Affiliate's use of the Licensed Property is enjoined or threatened to be enjoined, APWASI may, at its option and sole cost and expense:

- (a) obtain the right for Affiliate to continue to use the Licensed Property materially as contemplated by this Agreement;
- (b) modify or replace the Licensed Property, in whole or in part, to seek to make the Licensed Property non-infringing, while providing materially equivalent features and

functionality, and such modified or replacement software will constitute Licensed Property under this Agreement; or

- (c) terminate this Agreement, in its entirety or with respect to the affected part or feature of the Licensed Property, effective immediately on written notice to Affiliate, in which event:
  - (i) Affiliate will cease all use of the Licensed Property and Documentation immediately on receipt of Affiliate's notice;

### **Sole Remedy.**

THIS SECTION 13 SETS FORTH AFFILIATE'S SOLE REMEDIES AND APWASI'S SOLE LIABILITY AND OBLIGATION FOR ANY ACTUAL, THREATENED, OR ALLEGED CLAIMS THAT THIS AGREEMENT OR ANY SUBJECT MATTER HEREOF (INCLUDING THE LICENSED PROPERTY AND DOCUMENTATION) INFRINGES ANY IP RIGHTS OF ANY THIRD PARTY.

### **13. Limitations of Liability**

13.1 EXCLUSION OF DAMAGES. IN NO EVENT WILL APWASI BE LIABLE UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ITS SUBJECT MATTER UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY AND OTHERWISE, FOR ANY (a) INCREASED COSTS, DIMINUTION IN VALUE OR LOST BUSINESS, PRODUCTION, REVENUES OR PROFITS, (b) LOSS OF GOODWILL OR REPUTATION, (c) USE, INABILITY TO USE, LOSS, INTERRUPTION, DELAY OR RECOVERY OF ANY LICENSED PROPERTY OR OPEN-SOURCE COMPONENTS OR OTHER THIRD-PARTY MATERIALS, (d) LOSS, DAMAGE, CORRUPTION OR RECOVERY OF DATA, OR BREACH OF DATA OR SYSTEM SECURITY, (e) COST OF REPLACEMENT GOODS OR SERVICES, OR (f) CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL, AGGRAVATED, PUNITIVE, OR EXEMPLARY DAMAGES, IN EACH CASE REGARDLESS OF WHETHER SUCH PERSONS WERE ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

13.2 CAP ON MONETARY LIABILITY. IN NO EVENT WILL THE AGGREGATE LIABILITY OF APWASI ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING UNDER OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR ANY OTHER LEGAL OR EQUITABLE THEORY, EXCEED 50 PERCENT OF THE TOTAL AMOUNTS PAID AND AMOUNTS ACCRUED BUT NOT YET PAID TO AFFILIATE UNDER THIS AGREEMENT IN THE TWO MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM OR \$5,000, WHICHEVER IS LESS. THE FOREGOING LIMITATIONS APPLY EVEN IF ANY REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

### **14. Export Regulation**

14.1 Affiliate will not itself, or permit any other Person to, export, re-export or release, directly or indirectly any Controlled Technology to any country, jurisdiction or Person to which the export, re-export or release of Controlled Technology (a) is prohibited by applicable Law or (b) without first completing all required undertakings (including obtaining any necessary export licence or other governmental approval).

## 15. Data Collection and Use

15.1 Affiliate acknowledges and agrees that:

- (a) limited data of Affiliate is required to enable APWASI Program provisioning and functionality and that such information is stored by APWASI in centrally organized data centre facilities;
- (b) the functionality of the APWASI Program and associated services are provisioned through utilization of third-party service providers engaged by APWASI to deliver and support the APWASI Program to all of Affiliate's End Users.

15.2 In accordance with the Privacy Policy, APWASI reserves the right to collect and retain data generated through the use by Affiliate and End Users of the APWASI Program, from which all personally identifiable information and attributes about such data have been removed (the "**De-identified Data**"). APWASI may use and disclose De-identified Data for any lawful purposes, including benchmarking, development of best practices, improvement or development of APWASI Program, and research and statistical purposes. All De-identified Data collected by APWASI in connection with the use of the APWASI Program by Affiliate, its Affiliates, or its End Users will be deemed the property of APWASI, provided however, that APWASI will not use or publish such De-identified Data in any way that associates or identifies Affiliate or any End User as the source of that data without the prior written consent of Affiliate and the applicable End User.

## 16. Force Majeure

16.1 No Breach or Default. In no event will APWASI be liable or responsible to Affiliate, or be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement, when and to the extent that such failure or delay is caused by any circumstances beyond APWASI's reasonable control (a "**Force Majeure Event**"), including acts of God, flood, fire, earthquake, tsunami, explosion, war, terrorism, invasion, riot or other civil unrest, embargoes or blockades in effect on or after the date of this Agreement, national or regional emergency, strikes, labour stoppages or slowdowns or other industrial disturbances, passage of Law or any action taken by a governmental or public authority, including imposing an export or import restriction, quota or other restriction or prohibition or any complete or partial government shutdown, or national or regional shortage of adequate power or telecommunications or transportation. Either Party may terminate this Agreement if a Force Majeure Event continues substantially uninterrupted for a period of 30 days or more.

## 17. Affected Party Obligations

17.1 In the event of any failure or delay caused by a Force Majeure Event, APWASI will give prompt written notice to Affiliate stating the period of time the occurrence is expected to continue and use

commercially reasonable efforts to end the failure or delay and minimize the effects of such Force Majeure Event.

**18. Miscellaneous**

18.1 Further Assurances. On a Party's reasonable request, the other Party will, at the requesting Party's sole cost and expense, execute and deliver all such documents and instruments, and take all such further actions, as may be necessary to give full effect to this Agreement.

18.2 Relationship of the Parties. The relationship between the Parties is that of independent contractors. Nothing contained in this Agreement will be construed as creating any agency, partnership, joint venture, or other form of joint enterprise, employment, or fiduciary relationship between the Parties, and neither Party will have authority to contract for or bind the other party in any manner whatsoever.

18.3 Public Announcements. Neither Party will issue or release any announcement, statement, press release, or other publicity or marketing materials relating to this Agreement or, unless expressly permitted under this Agreement, otherwise use the other Party's trademarks, service marks, trade names, logos, domain names, social media handles, or other indicia of source, association or sponsorship, in each case, without the prior written consent of the other Party.

18.4 Interpretation. For purposes of this Agreement: (a) the words "include," "includes" and "including" are deemed to be followed by the words "without limitation"; (b) the word "or" is not exclusive; (c) the words "herein," "hereof," "hereby," "hereto" and "hereunder" refer to this Agreement as a whole; (d) words denoting the singular have a comparable meaning when used in the plural, and vice versa; and (e) words denoting any gender include all genders. Unless the context otherwise requires, references in this Agreement: (x) to sections, exhibits, schedules, attachments and appendices mean the sections of, and exhibits, schedules, attachments and appendices to this Agreement; (y) to an agreement, instrument or other document means such agreement, instrument or other document as amended, supplemented, and modified from time to time to the extent permitted by the provisions thereof; and (z) to a statute means such statute as amended from time to time and includes any successor legislation thereto and any regulations promulgated thereunder. The Parties intend this Agreement to be construed without regard to any presumption or rule requiring construction or interpretation against the Party drafting an instrument or causing any instrument to be drafted. The exhibits, schedules, attachments, and appendices referred to herein are an integral part of this Agreement to the same extent as if they were set forth verbatim herein. Unless other stated, all dollar amounts referred to in this Agreement are stated in American dollars.

18.5 Notices. Any notice, request, consent, claim, demand, waiver or other communication under this Agreement will have legal effect only if in writing and addressed to Party as follows (or to such other address or such other person that such addressee Party may designate from time to time in accordance with this Section 18.5):

**If to APWASI:** Asia Pacific Wine and Spirit Institute Society  
20th Floor, 250 Howe Street, Vancouver, BC.V6C 3R8  
Attention: Dr. Clinton Lee  
Email: clintonlee1855@gmail.com

**With a copy to:**

Dentons Canada LLP  
20th Floor, 250 Howe Street, Vancouver, BC.V6C 3R8

Attention: Robert Quon

Email: robert.quon@dentons.com

**If to Affiliate:** then address and email provided on application form.

Notices sent in accordance with this Section 18.5 will be deemed effectively given: (a) when received, if delivered by hand, with signed confirmation of receipt; (b) when received, if sent by a nationally recognized overnight courier, signature required; (c) when sent, if by email, (with confirmation of transmission), if sent during the addressee's normal business hours, and on the next business day, if sent after the addressee's normal business hours; and (d) on the 5<sup>th</sup> day after the date mailed by certified or registered mail, return receipt requested, postage prepaid.

- 18.6 Headings. The headings in this Agreement are for reference only and do not affect the interpretation of this Agreement.
- 18.7 Language. The parties have required that this Agreement and all documents and notices resulting from it be drawn up in English. In the event that there is disagreement between the English version of this Agreement and any versions translated into another language, the English version will prevail.
- 18.8 Entire Agreement. This Agreement constitutes the sole and entire agreement of the Parties with respect to the subject matter of this Agreement and supersedes all prior and contemporaneous understandings, agreements, conditions, representations and warranties, both written and oral, with respect to such subject matter.
- 18.9 Assignment. Affiliate will not assign any of its rights or delegate any of its obligations or performance under this Agreement without APWASI's prior written consent. Any purported assignment or delegation in violation of this Section 18.9 is void. This Agreement is binding on and enures to the benefit of the Parties and their respective permitted successors and assigns.
- 18.10 No Third-Party Beneficiaries. This Agreement is for the sole benefit of the Parties and their respective permitted successors and permitted assigns, and nothing herein, express or implied, is intended to or will confer on any other Person any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.
- 18.11 Amendment and Modification; Waiver. No amendment to or modification of this Agreement is effective unless it is in writing and signed by an authorized representative of each Party. No waiver by any Party of any of the provisions hereof will be effective unless explicitly set forth in writing and signed by the Party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any rights, remedy, power, or privilege arising from this Agreement will operate or be construed as a waiver thereof; nor will any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

- 18.12 Severability. If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability will not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal, or unenforceable, the parties hereto will negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible; provided, however, that if any fundamental term or provision of this Agreement, is invalid, illegal or unenforceable, the remainder of this Agreement is unenforceable.
- 18.13 Governing Law; Forum. This Agreement is governed by and construed in accordance with the Laws of the province of British Columbia and the federal Laws of Canada applicable therein. Any Action arising out of or related to this Agreement or the licences granted hereunder will be instituted exclusively in the courts of the province of British Columbia, and each Party irrevocably submits to the exclusive jurisdiction of such courts in any such Action. Service of process notice or other document by mail to such Party's address set forth herein will be effective service of process for any Action brought in any such court.
- 18.14 Equitable Remedies. Affiliate acknowledges and agrees that a breach or threatened breach by Affiliate of any of its obligations under Section 2.3 (Use Restrictions), Section 11 (Confidentiality) or Section 9 (IP Rights) would cause APWASI irreparable harm for which monetary damages would not be an adequate remedy and that, in the event of such breach or threatened breach, APWASI will be entitled to equitable relief, including in a restraining order, an injunction, specific performance and any other relief that may be available from any court of competent jurisdiction, without any requirement to post a bond or other security, or to prove actual damages or that monetary damages are not an adequate remedy. Such remedies are not exclusive and are in addition to all other remedies that may be available at law, in equity or otherwise.
- 18.15 Counterparts. This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, email or other means of electronic transmission is deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

## SCHEDULE A

### METHODOLOGY AND SERVICES

#### **Enrollment in the Affiliate Program**

1. To begin the enrollment process, you must submit a completed Affiliate Program signup form. The signup form can be found at <https://www.APWASI.com/affiliates>
2. We will evaluate your application and will notify you of your acceptance or rejection in a timely manner. We may reject your application if we determine (in our sole discretion) that your website or promotional method is not suitable for the Affiliate Program for any reason, including, but not limited to, its inclusion of content that is unlawful or otherwise violates our Acceptable Use Policy, as determined in our sole discretion.
3. If we reject your application, for any reason, you may not re-apply to the Affiliate Program utilizing the same domain name/URL or reapply using a different domain/URL name and then add the previously rejected domain name/URL to your affiliate account. APWASI, in its sole discretion, reserves the right to reject or remove any prospective affiliate from the Affiliate Program at any time, with or without notice.

#### **Promotion of Our Affiliate Relationship**

Use of Links. If you qualify and agree to participate as an Affiliate, we will make a variety of graphic and textual links available to you

All materials, including without limitation, ad copy, coupons, and promotions on your Affiliate Site must accurately represent active and valid promotions. For example, you may not display an ad on your Affiliate Site for a promotion that has expired. We continue to monitor all paid search landscapes. If you are determined to be in violation of this section your participation in the Affiliate Program may be terminated. For more information on match types, please visit Google's overview of match types.

Discounts and Coupons. You are not allowed to post any refunds, credits or discounts on APWASI Products and Services, or other content concerning APWASI without APWASI's prior written consent in each instance. Affiliates may only use active coupons and discounts that are provided exclusively through the Affiliate Program using banners and links. Each Link connecting users of the Affiliate Site to the pertinent area of the APWASI website will in no way alter the look, feel, or functionality of the APWASI website. Any violations of the terms surrounding links, coupons, refunds, credits or discounts shall constitute a material breach of this Agreement, and may result in your termination from the Affiliate Program or the withholding of Commission Fees

### **FTC Endorsement Compliance**

It is the intent of APWASI to treat all of our customers fairly. Accordingly, we require all APWASI Affiliates to comply with applicable laws, regulations and guidelines concerning advertising and marketing, including without limitation, the Federal Trade Commission (FTC) Endorsement Guides, which require that material connections between advertisers and endorsers be disclosed. This means that all Affiliate Sites (e.g. directories, review/rating websites, blogs, and other websites) and any email or collateral that provide an endorsement or assessment of APWASI's Products and Services must prominently disclose the fact that you receive compensation for Referred Customers.

For more information and suggestions about how to comply with these guidelines, please visit our page entitled "Affiliate Disclosure Requirements and Examples." Please note that this page is only intended to provide guidance. It does not purport to provide legal advice and it does not guarantee that you'll be in compliance with FTC regulations should you follow the suggestions presented. You are advised to seek and obtain your own legal advice on how these rules apply to your website or other promotional activities for which you receive compensation.

APWASI reserves the right to withhold Commission Fees and cancel your participation in the Affiliate Program should we determine, in our sole discretion, that you are not in compliance with the previously mentioned guide or other FTC regulations or guides that we deem relevant.

### **Data Security**

In addition to the obligations set forth in Section 4 (FTC Endorsement Compliance), Affiliate shall comply with all applicable data protection laws regarding the transmission of data exported to or from the United States or the country in which Affiliate resides, including without limitation, the General Data Protection Regulation 2016/679 of European Parliament and of the Council of 27 April 2016 (the "GDPR"). Affiliate, as a controller under the GDPR, shall also implement appropriate technical measures to ensure a level of security appropriate to the risk, taking into account the nature, scope, context, and purpose of processing any personal data.

You may log into your Affiliate Console to review your click through and potential Qualified Purchases statistics on a daily basis. The potential Qualified Purchases shown in this report have not been reviewed to confirm they meet all criteria for Qualified Purchases. As such, Commission Fees may not be issued for all Referred Customers that appear in the Affiliate Console.

(each referred to herein as a "Link" or collectively, as the "Links"). The Links will serve to identify your website as a member of the Affiliate Program and will establish a link from your website or e-mail to APWASI's website. You agree to cooperate fully with us to establish, display, and maintain such Links. You further agree that your use of the Links must be in compliance with this Agreement at all times. APWASI may modify the Links from time to time in its sole discretion. You will not use graphic or textual images (indicating a Link) or text messages to promote APWASI that are not approved in advance by APWASI. Furthermore, you agree not to use cookie stuffing techniques that set the affiliate tracking cookie without the Referred Customer's knowledge (e.g. iframe).

c. Prohibited Activities. Except as permitted herein, you shall not and are not authorized to (i) use APWASI's trademark or other intellectual property, including without limitation, the Links (collectively, "APWASI's IP") without APWASI's express prior written permission; (ii) use APWASI's name (or any variation or misspelling thereof or other terms that are confusingly similar to any of the foregoing) in a

domain name, any metatags, advertising, search terms, code, or otherwise; or (iii) act in any way that causes or could cause any confusion concerning the source of, or your association with APWASI's Products and Services. Your use of APWASI's IP in any manner, other than as expressly permitted hereunder shall constitute unlawful infringement of APWASI's intellectual property rights, and may subject you to liability (including potential treble damages for knowing or willful infringement), and the obligation to pay APWASI's legal fees and costs in connection with APWASI's enforcement of its rights.

d. Paid Search Policy. You are required to comply with the following rules when bidding on keywords on any paid search engines or social media site, including without limitation, Google, Yahoo/Bing, Twitter and Facebook:

a) You are prohibited from bidding on any APWASI trademarks, or any variations and misspellings thereof without APWASI's prior written approval. Examples of prohibited keywords are "APWASI," "APWASI,"

b) "APWASI.com," "www.APWASI.com," "APWASI courses," and "APWASI certification,"

c) You are prohibited from bidding on keywords containing APWASI trademarks plus an additional term such as [APWASI coupons], [APWASI promotions], and [APWASI promos]. Further, Affiliates are NOT permitted to broad or phrase match any of these keywords.

d) You are prohibited from outranking APWASI's internal paid search ad on any keywords.

e) You are prohibited from direct linking to APWASI.com from any paid search ads.

f) You are prohibited from using APWASI.com as a display URL.

You will promptly assist APWASI in complying with any data subject rights request under the GDPR that APWASI may receive from any individuals referred to APWASI by Affiliate. Affiliate further agrees to promptly assist APWASI in complying with any duties to cooperate with supervisory authorities under the GDPR.

### **Order Processing**

APWASI will process orders placed by Referred Customers who follow the Links from an Affiliate Site to APWASI. We reserve the right, in our sole discretion, to reject orders that do not comply with certain requirements that we may establish from time to time. All aspects of order processing and fulfillment, including APWASI's services, cancellation, processing, refunds and payment processing will be our responsibility. We will track the Qualified Purchases generated by your Affiliate Site and will make this information available to you through the applicable Affiliate Platform. To permit accurate tracking, reporting, and commission accrual, you must ensure that the Links between your website and our website are properly formatted.

### **Commission Determination; Qualified Purchases**

a. Commission Fees will be calculated based on the commission rates stated on the APWASI website for each Qualified Purchase (as defined herein) subject to commission accruing pursuant to Section 8 below. A "Qualified Purchase" does NOT include any of the following:

a) A purchase by a Referred Customer that has transferred from any APWASI partner or entity that owns, is owned by, or is under common ownership with APWASI.

b)A purchase by a Referred Customer who is also associated with any APWASI reseller, referral, or other program.

c)A purchase by a Referred Customer that is not up to date on its payments or is subject to a refund, referral, or other program.

d)A purchase that was completed prior to the Affiliate joining the Affiliate Program or was not tracked properly through an Affiliate Link.

e)A purchase by a Referred Customer that has not been in good standing for a period of at least thirty (30) days or is in violation of APWASI's Terms of Service, Acceptable Use Policy, or other applicable policies at the time the Commission Fees accrue.

f)A purchase that APWASI suspects, in its sole discretion, is the result of fraud, which shall include but is not limited to, the use of software that generates real and fictitious information, multiple accounts from the same customer, or the referral of accounts that do not comply with this Agreement.

g)A purchase referred by an Affiliate that has an excessive cancellation rate as determined in APWASI's sole discretion.

h)A purchase by a Referred Customer if the Referred Customer was offered or received coupons, refunds, credits or discounts from the Affiliate.

i)A purchase by a Referred Customer if the Affiliate or Referred Customer is in or is promoting a business- opportunity program, as determined in APWASI's sole discretion.

j)A purchase by a Referred Customer who received a popup with a discounted offer, while leaving APWASI's website during their purchase.

k)A purchase by a Referred Customer engaging in "Domain Speculation," which is determined by the identification of two (2) web hosting accounts with the same Referred Customer's name, email address, or other identifying characteristic as determined by APWASI and/or the identification of two (2) or more web hosting accounts that have no content on their websites or have similar content, templates or formatting, as determined in APWASI's sole discretion.

l)A purchase by a Referred Customer who, prior to such purchase, clicked through a Link established by another affiliate under this Affiliate Program.

m)A purchase by a Referred Customer more than ninety (90) days after clicking through the Affiliate Link.

b.APWASI reserves the right to withhold payment of Commission

Fees to Affiliates who are new to the Affiliate Program, or who have referrals that are potentially the result of fraud as determined by APWASI in its sole discretion, to determine the legitimacy and cancellation rates of Referred Customers.

c.APWASI reserves the right to suspend the payment of Commission Fees at any time and indefinitely, if it suspects fraud or other improper activity or a potential breach of any of the terms of this Agreement by the Affiliate or a Referred Customer. APWASI reserves the right to deduct from Affiliate's current and future Commission Fees any and all Commission Fees corresponding to any fraudulent, questionable,

and cancelled purchases. If no subsequent Commission Fees are due and owing, APWASI may send Affiliate a bill for the balance of such refunded purchase upon termination of Affiliate's participation in the Affiliate Program or termination of the Referred Customer.

d. APWASI reserves the right to immediately cancel or withhold for later review any Commission Fees that fail to meet the criteria of a "Qualified Purchase." Affiliate is responsible for monitoring the payment, denial, and withholding of Commission Fees; APWASI is not obligated to actively notify Affiliates of the status of Commission Fees. If Affiliate has a question about a Commission Fee that has been cancelled or withheld, Affiliate has thirty (30) days from the day the payment would have been due to contact APWASI to request that the Commission Fee be paid. Any changes to decisions about cancelled or withheld Commission Fees are strictly made in APWASI's sole discretion.

e. Commissions for any Referred Customer who is associated with any APWASI reseller, referral or other program may not be considered a Qualified Purchase. In other words, you may not receive double commissions or compensation.

f. In the event that the Referred Customers that are referred to APWASI by an Affiliate are determined to have an excessive cancellation rate, as determined by APWASI in its sole discretion, APWASI reserves the right to withhold or decline pending and future Commission Fees to such Affiliate.

g. Any attempt by an Affiliate to manipulate, falsify or inflate Referred Customers, Qualified Purchases, or Commission Fees to intentionally defraud APWASI or any violation of the terms of this Agreement constitutes immediate grounds for APWASI to terminate the Affiliate's participation in the Affiliate Program and will result in the forfeiture of any Commission Fees due to the Affiliate.

### **Commission Payments**

a. Subject to the terms of this Agreement and the terms of any applicable Affiliate Platform agreement, Commission Fees will be calculated according to the specified percentage or dollar amount set forth in the commission report in your Affiliate Console for each Qualified Purchase that accrues during the period for which such Commission Fees are being calculated.

b. Commission Fees will be processed approximately forty-five (45) to seventy (70) days after the end of the month in which they accrue, unless you use an Affiliate Platform in which case they will be processed in accordance with your agreement with the applicable Affiliate Platform.

c. APWASI will only compensate you for Qualified Purchases made in accordance with the terms of this Agreement.

d. Commission Fees shall be paid based on the current information in your Affiliate Console. You are required to notify the Affiliate Platform promptly of any change in your address by updating your profile information in the Affiliate Console. You are responsible for informing the Affiliate Platform of your desired payment form/type. You can update or change your desired payment method at any time by updating your affiliate profile located in the Affiliate Console. Please see the applicable platform's policies for details on the effect of any changes.

e. Depending on your Affiliate Platform, you may be subject to a minimum or maximum payment amount. All such minimum and maximum payment amounts are governed by your agreement with the Affiliate Platform.

f. You may view the currently available payment methods by logging into your Affiliate Console for the applicable Affiliate Platform. If the Affiliate Platform offers PayPal as a payment method, please refer to PayPal's policy to ensure you are eligible to receive payment if you reside outside of the United States.

g. APWASI and the Affiliate Platform, in their sole discretion, reserve the right to modify the available commission payment methods or payment schedule at any time. Such changes shall take effect when posted.

h. Disputes: Affiliate has access to APWASI's real-time Affiliate Program statistics and agrees to file any disputes within forty-five

(45) days after the end of the month in which the sale or event that is disputed occurred. Disputes filed after forty-five (45) days of the date on which the disputed sale or event occurred will not be accepted by APWASI and Affiliate forfeits forever any rights to a potential claim.

i. Commission Fees will accrue and only become payable once you provide all relevant tax and address documentation pursuant to this. It is solely your responsibility to provide the Affiliate Platform with accurate tax and payment information that is necessary to issue Commission Fees to you. If the Affiliate Platform does not receive the necessary tax or payment information within ninety (90) days of a Qualified Purchase which would otherwise trigger Commission Fees, the applicable commissions shall not accrue and no Commission Fees will be owed with respect to such Qualified Purchase.

j. Each Affiliate is required to submit a W8/W9 tax form to the Affiliate Platform before any Commission Fees shall accrue. You are responsible for the payment of all taxes related to the Commission Fees you receive under this Agreement. In compliance with U.S. tax laws where applicable, the Affiliate Platform will issue a Form 1099 to Affiliates whose earnings meet or exceed the applicable threshold.

k. Any address change must be made in the Affiliate profile in the Affiliate Console.

l. APWASI is not responsible for paying any third-party fees, including any fees charged by PayPal, in order for you to receive Commission Fees.

### **Modification**

b. Your acceptance of this Agreement and participation in the Affiliate Program will not violate (i) any provision of law, rule, or regulation to which you are subject, (ii) any order, judgment, or decree applicable to you or binding upon your assets or properties, (iii) any provision of your by-laws or certificate of incorporation, or (iv) any agreement or other instrument applicable to you or binding upon your assets or properties.

c. You are the sole and exclusive owner of the Affiliate Trademarks and have the power to grant to APWASI the license to use such marks in the manner contemplated herein, and such grant will not (i) breach, conflict with, or constitute a default under any agreement or other instrument applicable to you or binding upon your assets or properties, or (ii) infringe upon any trademark, trade name, service mark, copyright, or other proprietary right of any third person or entity.

d. You are not required to obtain consent, approval, or authorization of, or exemption by, or filing with, any governmental authority or any third party in connection with your entrance into this Agreement

e. There is no pending or threatened claim, action, or proceeding against you, or any affiliate of yours with respect to the Affiliate Trademarks, and, to the best of your knowledge, there is no basis for any such claim, action, or proceeding.

f. During the Term, you will not include in your Affiliate Site content that is, in our opinion, unlawful, harmful, threatening, defamatory, obscene, harassing, racially, ethically, or otherwise objectionable or in violation of our Terms of Service or Acceptable Use Policy.

g. You are at least eighteen (18) years of age.

h. Each Referred Customer is valid, genuine, and unique and meets the criteria of a Qualified Purchase for generating a Commission Fee as provided in this Agreement.

### **Limitation of Liability**

Securities Exchange Act of 1933, as amended, and the rules and regulations promulgated thereunder, and the Securities Exchange Act of 1934, as amended, and the rules and regulations promulgated thereunder. In the event of such disclosure, the receiving party shall give the disclosing party prior notice before releasing any information unless giving such notice is prohibited.

### **Obligations Regarding Your Affiliate Site**

a. You are solely responsible for the development, operation, and maintenance of your Affiliate Site and for all materials that appear on your Affiliate Site. Such responsibilities include, but are not limited to, the technical operation of your Affiliate Site and all related equipment; creating and posting product reviews, descriptions, and references on your Affiliate Site and linking those descriptions to our website; the accuracy of materials posted on your Affiliate Site (including, but not limited to, all materials related to APWASI Products and Services); ensuring that materials posted on your Affiliate Site do not violate or infringe upon the rights of any third party and are not libelous or otherwise illegal. We disclaim all liability and responsibility for such matters

b. We have the right in our sole discretion to monitor signups through your Affiliate Site from time to time to determine if you are in compliance with the terms of this Agreement. If you are not in compliance, we may terminate your participation in the Affiliate Program effective immediately.

### **APWASI Responsibilities**

We will provide all of the information necessary for you to make Links from your Affiliate Site to our site. APWASI will be solely responsible for order processing (including payment processing, cancellations, and refunds) for orders for APWASI Products and Services placed by a Referred Customer, for tracking the volume and amount of Qualified Purchases generated by your Affiliate Site, for providing information to Affiliates regarding Qualified Purchase statistics, and for providing Referred Customers with the services purchased.

### **Policies and Pricing**

Referred Customers who buy APWASI Products and Services through our affiliate network are deemed to be APWASI customers. APWASI's Terms and Conditions, rules, policies, and operating procedures will apply to such customers. We may change our policies, pricing, and operating procedures at any time. For example, APWASI determines the prices to be charged for APWASI Products and Services sold through the affiliate network in accordance with our own pricing policies.

Prices and availability of APWASI Products and Services may vary from time to time, from affiliate to affiliate, and from region to region. Because price changes may affect products that you have listed on your Affiliate Site, you may or may not be able to include price information in your product descriptions. We will use commercially reasonable efforts to present accurate information on our website, but we cannot guarantee the availability or price of any particular APWASI Product or Service.

### **E-mails and Publicity**

You shall not create, publish, transmit or distribute, under any circumstances, any bulk email messages without APWASI's prior written consent, to be granted or denied in APWASI's sole discretion, in each instance. Additionally, you may only send emails containing a APWASI affiliate link and or a message regarding APWASI or the Affiliate Program to people who have previously consented to receiving such communications from you. Your failure to abide by this Section 14, the CAN-SPAM Act of 2003 our Email Policy, and all applicable laws relating to email communications, in any manner, will be deemed a material breach of this Agreement by you and will result in the forfeiture by you of any and all rights you may have to any Commission Fees and the termination of your participation in the Affiliate Program..

Further, if your account has excessive clicks in a very short period of time as determined by APWASI in its sole discretion, the Affiliate relationship may be terminated.

### **IP Licenses and Use.**

a. Subject to the limitations set forth in this Agreement, including Section 3, we grant you a non-exclusive, non-transferable, non-assignable, revocable license to (i) provide access to APWASI's website through the Links solely in accordance with the terms of this Agreement; and (ii) use APWASI's IP for the sole purpose of promoting APWASI's Products and Services on your Affiliate Site. You may not alter, modify, or change APWASI's IP in any way or use APWASI's IP in any manner that is disparaging or that otherwise portrays APWASI, any APWASI employee, representative or customer in a negative light. You are only entitled to use APWASI's IP in compliance with the terms of this Agreement. Your license to use APWASI's IP shall immediately terminate upon the termination of your participation in the Affiliate Program for any reason. We reserve all of our rights in APWASI's IP and your license to use APWASI's IP is limited to the manner described herein. APWASI may review the Affiliate Site to ensure compliance with this Agreement at any time.

b. You grant to us a non-exclusive license to utilize your name, title, trademarks, and logos (the "Affiliate Trademarks") in any advertisement or other materials used to promote APWASI and the Affiliate Program. For the avoidance of doubt, APWASI may, but is not obligated to use the Affiliate Trademarks at its sole discretion. This license shall terminate upon the termination of your participation in the Affiliate Program.

c. We may modify this Agreement at any time in our sole discretion, and any modifications shall take effect when posted on our website. Your continued participation in the Affiliate Program following the posting of any modification on our website will constitute your binding acceptance of the modified terms. Modifications may include, but are not limited to, changes in the scope of APWASI Products and Services eligible for Commission Fees, Commission Fee amounts or percentages, payment procedures, Commission Fee payment schedules, and Affiliate Program rules. If any modification is unacceptable to you, your only recourse is to terminate this Agreement, in which event you shall be entitled to your rights under the unmodified Agreement in effect prior to the date of the applicable modification.

### **Disclaimers**

We make no express or implied warranties or representations with respect to the Affiliate Program or any APWASI Products and Services sold through the Affiliate Program (including, without limitation, WARRANTIES OF FITNESS, MERCHANTABILITY, NON-INFRINGEMENT, OR ANY IMPLIED WARRANTIES ARISING OUT OF THE COURSE OF PERFORMANCE, DEALING, OR TRADE USAGE). In addition, we make no representation that the operation of our websites will be uninterrupted or error free, and we will not be liable for the consequences of any interruptions or errors, including the tracking of information concerning Referred Customers during any period of interruption.

### **Relationship of Parties**

You and APWASI are independent contractors, and nothing in this Agreement will create any partnership, joint venture, agency, franchise, sales representative, or employment relationship between the parties. You will have no authority to make or accept any offers or representations on our behalf.

You will not make any statement, whether on your Affiliate Site or otherwise, that contradicts anything in this entire agreement.

### **Representations and Warranties**

You hereby represent and warrant to us as follows:

You have reviewed and understand this Agreement and agree to be bound by its terms.

WE WILL NOT BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, OR ANY LOSS OF REVENUE, PROFITS, OR DATA, ARISING IN CONNECTION WITH THIS AGREEMENT OR THE AFFILIATE PROGRAM, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FURTHER, OUR AGGREGATE LIABILITY ARISING WITH RESPECT TO THIS AGREEMENT AND THE AFFILIATE PROGRAM WILL NOT EXCEED THE TOTAL COMMISSIONS PAID OR PAYABLE TO YOU UNDER THIS AGREEMENT DURING THE TWO (2) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH LIABILITY.

### **Indemnification**

You hereby agree to indemnify and hold harmless APWASI and its subsidiaries and affiliates, and their directors, officers, employees, agents, shareholders, partners, members, and other owners, against any and all claims, actions, demands, liabilities, losses, damages, judgments, settlements, costs, and expenses (including reasonable attorneys' fees) (any or all of the foregoing hereinafter referred to as "Losses") insofar as such Losses (or actions in respect thereof) arise out of or are based on (i) any claim that our use of the Affiliate Trademarks infringes on any trademark, trade name, service mark, copyright,

license, intellectual property, or other proprietary right of any third party, (ii) any misrepresentation of a representation or warranty or breach of a covenant and agreement made by you herein, or (iii) any claim related to your Affiliate Site, including, without limitation, its development, operation, maintenance and content therein not attributable to us.

### **Confidentiality**

Each of the parties hereto agrees that all information including, without limitation, the terms of this Agreement, business and financial information, APWASI customer and vendor lists, or pricing and sales information (including without limitation commission rates), shall remain strictly confidential and shall not be utilized for any purpose outside the terms of this Agreement except and solely to the extent that any such information is

- (a) already lawfully known to or independently developed by the receiving party,
- (b) disclosed in published materials,
- (c) generally known to the public, or
- (d) lawfully obtained from any third party not under any obligation of confidentiality to the discloser hereunder.

Notwithstanding the foregoing, each party is hereby authorized to deliver a copy of any such information

- (a) pursuant to a valid subpoena or order issued by a court or administrative agency of competent jurisdiction,
- (b) to its accountants, attorneys, or other agents on a confidential basis, and
- (c) otherwise as required by applicable law, rule, regulation, or legal process including, without limitation.

You understand that we may at any time (directly or indirectly) solicit APWASI relationships on terms that may differ from those contained in this Agreement. We may also solicit relationships with entities that operate websites that are similar to or compete with your Affiliate Site. You have independently evaluated the desirability of participating in the APWASI Affiliate Program and are not relying on any representation, guarantee, or statement other than as set forth in this Agreement.

### **Miscellaneous**

A. This Agreement and the legal relationship between the Licensor and Licensee and any Licensee Affiliate here under, will be governed in all respects, by and construed in accordance with the substantive laws in force in British Columbia, Canada without reference to its laws relating to conflicts of law, and each party agrees that any action arising out of or related to this Agreement must be brought exclusively in British Columbia, Canada and Licensee waives any objection it has or may have in the future with respect to the foregoing.

B. Notwithstanding Section 12 (A) above, if the Licensor address specified is in Canada, this Agreement shall be governed by and construed in accordance with the law of the Province of British Columbia and the federal laws of Canada applicable thereto, excluding those provisions relating to conflicts of laws.

The parties hereby irrevocably attorn to the jurisdiction of the courts of the Province of British Columbia or the Federal Court of Canada sitting in that province.

C. This Agreement shall not be governed by the United Nations Convention on Contracts for the International Sale of Goods, the application of which is expressly excluded.

D. Notwithstanding the above, Licensor shall have the right to commence and prosecute any legal or equitable action or proceeding before any court of competent jurisdiction to obtain injunctive or other relief against Licensee in the event that, in the opinion of Licensor, such action is necessary or desirable.