

PACKHELP PARTNER PROGRAM AGREEMENT

This Partner Program Agreement (the “**Agreement**”) sets out the legally binding terms and conditions of the agreement between you (“**Partner**” or “**you**” or “**your**”) and Packhelp sp. z o. o. (“**Packhelp**” or “**we**” or “**us**” or “**our**”) regarding your participation in the Packhelp Partner Program (the “**Program**”).

By checking the box in the registration process, you agree to be bound by the terms and conditions of this Agreement.

We use PartnerStack to keep track of your Partner Account and the Referrals that you send. Your access and use of your PartnerStack account shall be governed by their terms and privacy notice. For further information please check <https://www.partnerstack.com/privacy-policy>.

If you have any questions, please don't hesitate to let us know. For quickest results please contact us via Partnerstack Chat.

1. DEFINITIONS

1.1. For the purposes of this Agreement the Partner and Packhelp adopt the following definitions of the terms used herein:

1.1.2. Resources - shall mean all logos, documents, information, items and materials in any form, which are provided by Packhelp to the Partner in connection with this Agreement. Packhelp may modify or alter Advertising materials at any time in its sole discretion, without notice or notification.

1.1.3. Referral Link - a link containing a unique Partner ID - additional information assigned to Partner's account, which let Packhelp know which Partner gets a credit for each sale.

1.1.4. Commission - the payments Packhelp make to a Partner in return for selling its Products on the terms set out in this Agreement.

1.1.5. Products - all products available on Packhelp.com and sold by Packhelp.

1.1.6. Partner - an individual, corporation, limited liability company, or other entity that signed up for the Partner Program and agreed to the Terms&Conditions and that participates in the Program.

1.1.7. Referral(s) - the customer that sign up for a Packhelp account using a Partner's Referral Link and purchased Packhelp Products.

1.1.8. Partner Level – level determined in relation to the number of Referrals, on the basis of which the Commission is calculated, assuming Partner will receive 5% recurring commission and additional 10% for customers first order. The Partner's performance shall be assessed on a monthly basis.

1.1.9. Partner Account - a Packhelp Partner Program account on PartnerStack.

1.1.10. Partner Panel - a dedicated page for the Partner available at www.app.partnerstack.com/login that allows the Partner to manage their Account, access Resources and monitor their performance under the Packhelp Program.

2. GENERAL PARTNER PROGRAM STATEMENTS

2.1. To participate in the Program, you must:

2.1.2. create a Partner Account and sign up to Packhelp's Partner Program,

2.1.3. be at least 18 years old,

2.1.4. should have an active and verified PayPal account in good standing or be able to create Stripe account (PayPal or Stripe account is not necessary to sign up to the Program, however - those are the only commission withdrawal methods Packhelp's Partner Program supports, thus it is mandatory to request a withdrawal).

2.2. Upon completing the registration process for the Program, Packhelp will make available to Partner the following:

2.2.2. Referral Link and a possibility to create custom Referral Links;

2.2.3. access to the Partner Panel where the Partner can manage the Partner's Partner Account;

2.2.4. Resources.

2.3. You agree to always maintain the confidentiality of your login credentials to your Partner Account.

2.4. You can promote Packhelp via display ads. You are obligated to use our banners or send us yours to approve.

2.5. You can also promote your own content related to Packhelp via search engines, like websites or blog entries. However, you are not allowed to use the keyword "Packhelp".

2.6. If you are participating in the Program on behalf of any legal person, entity or corporation you further represent and warrant that you are rightfully authorized to accept these Agreement and enter into an Agreement on such entity's behalf.

2.7. Providing false information in the registration form will result in immediate termination from the Program and will forfeit all outstanding Commissions.

2.8. The Company reserves the right in its sole discretion at any time to refuse to anyone's participation in the Program and change any provisions of the Agreement. You agree that your participation in the Program after the date when the updated provisions of the Agreement come into effect establishes an Agreement based on the amended provisions and will apply to your participation in the Program from that point forward.

3. REFERRAL AND COMMISSION

3.1. Packhelp will pay you a Commission based on Partner Level you're currently on and will only pay once for each Referral. If the Commission for a particular calendar month does not exceed 50 EUR, we will be entitled to withhold and carry forward such amount to the end of the next calendar month in which the Commission (including any sums carried forward in this way) exceeds 50 EUR.

3.2. The Partner is entitled for the Commission only if the Referral:

3.2.2. enables cookies in the Referrals browser's settings,

3.2.3. follows the Partner's Referral Link to sign up for a Packhelp account,

3.2.4. purchase Packhelp Products and remit full payment for it.

3.3. The Program uses cookies to track the sales generated via the Partner's Referral Link, which expire within 90 days after last click on the link.

3.4. The Program works on a "last click wins" basis. A partner will receive the Commission if their Referral Link is the last link the Referral clicked on to sign up for a Packhelp account.

3.5. Commissions are traced through the use of cookies. If it is not possible to track traffic because Referral is using cookie-blocking software, Packhelp is only responsible for paying Commission on sales that can be traced back to the Partner.

3.6. The Partner will not be entitled to receive any Commission in respect of a Referral who:

3.6.2. has been introduced in breach of agreement between Packhelp and a Referral,

3.6.3. makes payment which is subject to a chargeback or which is reversed for any other reason,

3.6.4. fails any identity or credit checks carried out by Packhelp or on its behalf.

3.7. Packhelp reserves the right to disqualify the Commission earned through fraudulent or voided transactions. The Commission may be a subject for adjustments for the credit card chargebacks, reversals and refunds and will result in the corresponding Commission amount deducted from the Partner's account balance. If the Commission on the sale has already been paid to the Partner, Packhelp reserves the right to deduct the corresponding Commission amount from the current Partner's balance or the future Commission or to invoice the Partner for the payment of the remaining debt and the Partner is obligated to pay it within the payment date provided in the invoice. Packhelp may elect to withhold payment for a reasonable time to ensure against cancellations or refunds.

3.8. Packhelp reserves the right to suspend, terminate, and/or cancel Referral's accounts referred by the Partner if the Referral breaches any agreement the Referral has with Packhelp.

3.9. For the avoidance of confusion, you will not be entitled to a Commission for any purchase that you make yourself.

4. PROHIBITED ACTIONS

4.1. This Agreement will be terminated without notice if, in Packhelp sole discretion, we determine that you have breached any or all of the explicitly prohibited actions below:

4.1.2. violating any Partner's responsibilities stated in this Agreement,

4.1.3. associating Packhelp brand name and/or Resources with content that is unlawful in any manner, or which is otherwise harmful, threatening, defamatory, obscene, offensive, harassing, sexually explicit, violent, discriminatory, promotes violence or pornography, discrimination based on age, disability, nationality, race, religion, sex or sexual orientation or is otherwise objectionable in Packhelp's sole discretion,

4.1.4. promoting the Referral Link by providing false or misleading statements and information about Packhelp and its offers,

4.1.5. sending multiple similar or identical messages or other promoting materials (spamming),

4.1.6. promoting Packhelp via search engines driving traffic directly to www.packhelp.com or using "Packhelp" keyword,

4.1.7. promoting Packhelp via Google AdWords,

4.1.8. positioning on the words "Packhelp", "Packhelp.com",

4.1.9. using malware, spyware or any other aggressive advertising or marketing methods,

4.1.10. adding promotional codes to discount websites not owned by the Partner.

4.2. Packhelp reserves the right to:

4.2.1. review the placement and approve the use of the Referral Links and require a change of the placement or use to comply with the guidelines provided to the Partner. The Partner is obliged to make changes to their website/social media posts and other marketing materials used to promote Packhelp, if suggested,

4.2.3. monitor Partner's marketing channels at any time to determine whether the Partner is following the terms and conditions of this Agreement,

4.2.4. terminate the Partner's participation in the Program and forfeit of any outstanding Partner's Commission payments earned as a result of the violation of this Agreement.

5. PAYMENT

5.1. Any Commission to which Partner is entitled will be calculated and paid on a monthly basis. We may pay any Commission due via PayPal, bank transfer, or such other method provided by PartnerStack. You acknowledge and agree that Packhelp and PartnerStack will require certain information (such as, for example, your bank account number or PayPal ID) in order to process your Commission payment.

5.2. All payments made by Packhelp under this Agreement are deemed inclusive of any VAT or other tax payable and will be paid in USD (or EUR) exclusively with PayPal or Stripe. Any fees connected with withdrawing funds e.g. PayPal transaction fee, shall be borne by the Partner.

6. LIMITATION OF LIABILITY

6.1. Packhelp shall not be liable for:

6.1.2. any indirect, special, or consequential damages (or any loss of revenue, profits, expenditures, or data) arising in connection with this Agreement or the Program, even if Packhelp has been advised of the possibility of such damages, in particular in no event shall Packhelp be liable for any indirect, incidental, special, or consequential damages; damages for loss, damages to shipments, loss of profits, revenue, data or use, incurred by the Partner or any third party, whether in an action in contract or tort, arising from the Partner's access to, or use of, the Packhelp's website, any content, or any third party websites and content.

6.1.3. its affiliates or any of their respective directors, officers, employees, agents, or content or service providers be liable to you for any direct, indirect, special, incidental, consequential, exemplary or punitive damages, losses or causes of action (whether in contract or tort, including, but not limited to, negligence or otherwise) arising from or in any way related to the use of, or the inability to use, or the performance of the website or the content and materials or functionality on or accessed through the website, including, without limitation, loss of revenue, or anticipated profits, or lost business, data or sales or any other type of damage, tangible or intangible in nature, even if Packhelp or its representative or such individual has been advised of the possibility of such damages.

6.2. Nothing contained in this Agreement or in any written or oral communications from Packhelp or its employees or agents shall be construed to make any promise, covenant, warranty, or guaranty, all of which are explicitly disclaimed hereby, contrary to the statements and disclaimers contained in this paragraph.

6.3. In the event that any of the foregoing limitations are deemed to be unenforceable, to the greatest extent permitted by law, you agree that the entire aggregate liability of Packhelp and sole remedy available to you in any case in any way arising out of or relating to this Agreement or the Products shall be limited to monetary damages that in the aggregate may not exceed the total Commissions paid to the Partner under this Agreement.

7. LICENSE

7.1. Packhelp retains all right, title, ownership, and interest in Resources, including any and all copyright, trademark, or other intellectual property rights therein. Nothing in this Agreement will be construed to grant you any right, title or ownership or in the underlying intellectual property, other than the right to use Resources in accordance with the License, as set forth below.

7.2. Packhelp grants a non-exclusive, non-transferable, terminable License to use the Packhelp's Resources solely for purposes of the Program and in accordance with such other limitations and restrictions as set out in this Agreement. The Partner agrees that all uses of the Resources will be on behalf of Packhelp and the goodwill associated therewith will inure to the sole benefit of Packhelp. The term of the License will expire upon the expiration or termination of this Agreement.

7.3. Partner may use the Packhelp's Resources only for purposes expressly authorized by the Company. Partner may not:

7.3.2. modify the Resources in any manner, for example, Partner may not change the proportion, color, or font of the Resources,

7.3.3. display the Resources in any manner that implies endorsement of Affiliate's website or business by the Company outside of involvement in the Program,

7.3.4. use the Resources to disparage the Packhelp, its Products, or in a manner which, in our reasonable judgment, may diminish or otherwise damage our good will in the Resources.

7.4. Partner may not attempt to register any trademarks, service marks, logos, brand names, trade names, domain names, email addresses and/or slogans similar or confusingly similar to the ones to which Packhelp is entitled.

7.5. Unless otherwise indicated, all of the Resources featured or displayed on the Partner's Account, including, but not limited to, text, logo, graphics, data, photographic images, moving images, sound, illustrations, software, and the selection and arrangement thereof is owned by the Packhelp, its licensors, or its third-party image partners. All elements are protected by copyright, intellectual property laws or other related. In particular the Packhelp's logo is a registered trademark owned by the Packhelp and is therefore subject to national as well as international protection. Additionally the Packhelp's logos may be registered as trademarks owned by the Packhelp and therefore subject to national as well as international protection.

7.6. Resources must appear by itself, with reasonable spacing (at least the height of the Licensed Material) between each side of the Resources and any other graphic or textual image. You may place the Packhelp's name or logo adjacent to competitive brands, subject to the requirements of this Agreement, including prohibitions against objectionable material and websites.

8. INDEMNIFICATION

The Partner hereby agree to indemnify and hold Packhelp and its subsidiaries, employees, affiliates, officers, agents, partners and licensors harmless from and against any and all third party demands, claims, liability, loss, and expense including damage awards, settlement amounts, and reasonable legal fees brought against Packhelp or any of the above mentioned person(s), arising out of, related to or which may arise your breach or alleged breach of these Agreement, or violation of any third-party rights including without limitation, any intellectual property right, publicity, confidentiality, property or privacy right, violation of any laws, rules, regulations, codes, statutes, ordinances or orders of any governmental and quasi-governmental authorities, including, without limitation, all regulatory, administrative and legislative authorities; or any misrepresentation made by Partner.

9. CONFIDENTIALITY

9.1. Partner undertakes that it shall not at any time disclose to any person any confidential information concerning all data and information whether in written, machine readable, or other tangible form, or disclosed orally, and whether disclosed before, on, or after the effective date, in particular: information relating to the Packhelp's assets, properties, personnel, customers, clients,

suppliers, products, technology, services, facilities, current or proposed business plans, marketing and roll-out plans, distribution channels, financial information, prices, trade secrets, know-how, formulae, processes, data, drawings, proprietary information, and any other non-public information which concerns the business and operations, whether marked or otherwise labelled as confidential (“**Confidential Information**”).

9.2. Confidential Information shall not include any information that, as established by competent evidence: (a) is publicly known at the time of disclosure or becomes publicly known through no fault of the Partner; (b) Partner knew prior to the disclosure thereof; (c) was independently developed by Partner without benefit of, use of, or reference to, Packhelp’s Confidential Information; or (d) is required to be disclosed by a court or tribunal of competent jurisdiction; provided, however, Partner promptly inform Packhelp of such obligation in writing so that, to the extent practicable, Packhelp may obtain a protective order or other similar remedy.

9.3. Partner shall keep all Confidential Information received from the Packhelp strictly confidential during the term of Agreement and for a period of three (3) years after the expiration or termination of this Agreement. Partner shall preserve and protect Confidential Information from disclosure by exercising the same degree of care that it exercises to preserve and protect its own Confidential Information, but in no case less than reasonable care. Partner shall not disclose any of the Confidential Information to any person unless written permission is granted by Packhelp, except that Partner may provide access to the Confidential Information to those of its directors, officers, employees, and professional advisors who need such access for the purposes of this Agreement, provided Partner uses its best commercial efforts to ensure that all such persons adhere to the terms of this Agreement. Neither party shall use, sell, license, lease, or otherwise allow third parties to use the Confidential Information of the other party, in any way, for its own or any third party’s benefit.

9.4. Partner acknowledge that Confidential Information is unique and valuable, and any unauthorized use or disclosure of it in a manner that violates the Agreement results in irreparable damage, which cannot be repaired solely by payment of monetary damages. Partner and Packhelp agree that in the event of breach of the confidentiality obligation, Packhelp shall be entitled to request Partner to pay a contractual penalty in the amount of EUR 10,000. (in words: ten thousand Euro).

9.5. Notwithstanding of the provisions of point 4 above, Packhelp shall have the right to claim damages in accordance to the general terms and rules of law, if the loss suffered by it exceeds the amount of the contractual penalties. It does not exclude claiming for any other remedies possible under applicable law.

10. DATA PROTECTION

10.1. By accessing the Program, Partner expressly consents to the collection, use, storage, processing, and disclosure of their information, including their personal data, as well as data subject Partner employees while using the Program, in accordance with the Privacy Policy, and the General Data Protection Regulation (GDPR) related documents. You also consents to processing your personal information in a marketing purposes.

10.2. Partner agrees and warrants that he or she complies with all applicable data protection laws (including The General Data Protection Regulation (GDPR) (EU) 2016 / 679) while collecting and processing their customers’ personal data gained for the purpose of accessing the Program (including but not limited to: gaining consents for data processing, if applicable, and gaining consents for data

transfer). Partner is responsible for the lawful acquisition and processing of personal data transferred through the Program.

10.3. For the purpose of the appointment of sub-processors, Partner acknowledges and agrees that Packhelp may engage third-party sub-processors in connection with the provision of the Service in accordance with the Privacy Policy and The General Data Protection Regulation.

11. TERMINATION

11.1. Unless otherwise specified in the Agreement, either party may terminate this Agreement for any reason at any time, effective immediately upon notice to the other party.

11.2. Packhelp reserves the right to terminate this Agreement immediately and without notice if Partner breaches the terms of this Agreement. Partner is not entitled to the outstanding Commission if Partner's Account is terminated due to a violation of the terms and conditions of this Agreement by the Partner.

11.3. Upon termination, the License granted to Partner pursuant to the Program will cease and Partner will immediately remove all codes and links and cease any and all use of the Resources, our trademarks or any other trade or service marks, trade names or any other items received through or used in connection with such Program. The Partner shall, upon the written instructions of Packhelp, deliver or destroy any Resources and Confidential Information in its possession or under its control.

12. MISCELLANEOUS

12.1. This Agreement constitutes the entire agreement between the Partner and Packhelp and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter. Each Party acknowledges that in entering into this Agreement it does not rely on any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Agreement.

12.2. Any costs related to the participation in the Program are borne solely by the Partner. Packhelp is not obligated or required to pay the Partner any compensation other than the Commission.

12.3. Packhelp reserves the right at any time to make changes to this Agreement, giving the Partner notice either by email or in the Partner Panel.

12.4. Partner is responsible for the payment of all taxes and other similar levies applicable to the Commission pursuant to any law or regulation; in particular the Partner will report Commission to their tax authorities as required by applicable law.

12.5. Packhelp reserves the right to change the Commission rate and Packhelp service or product pricing at any time.

12.6. If any provision or part-provision of this Agreement is or becomes invalid, illegal or

unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this agreement.

12.7. This Agreement shall be governed by the Polish law. Any disputes that arise or have arisen or may arise between the Partner and Packhelp in relation to the performance under this Agreement, interpretation of this Agreement and its validity, shall be in the first instance resolved amicably. If the Partner and Packhelp are unable to resolve the dispute in amicable way, all disputes shall be finally settled by competent court relevant for the registered office of the Packhelp.