

BE REMARKABLE GROUP AFFILIATE PROGRAM TERMS & CONDITIONS

By creating an affiliate account with us, you (hereinafter, "**Affiliate**" or "**you**") hereby accept to be bound by the terms and conditions set out hereunder (hereinafter, "**Terms & Conditions**").

If you do not agree with any of the terms hereof, you may not continue with the signup process or further participate in the Be Remarkable Affiliate Program (*as defined below*).

1. DEFINITIONS

1.1. In these Terms & Conditions, the following words and expressions shall bear the meanings assigned to them as follows:

1.1.1. "**Affiliate**" means any person or legal entity, who has completed the signup process on the Be Remarkable Website and becomes a participant of Be Remarkable Affiliate Program;

1.1.2. "**Be Remarkable Website**" means <https://BeRemarkable.Cards>;

1.1.3. "**Be Remarkable Affiliate Program**" is a revenue-sharing arrangement that allows you to promote our services and drive traffic to the Website, pursuant to the provisions of these Terms & Conditions;

1.1.4. "**Cookie Life Period**" means, unless otherwise stated herein, period of 60 (sixty) days from the date of End User's first arrival on the Be Remarkable Websites through the Affiliate Reference Link;

1.1.5. "**End User**" means an authorized user of the Be Remarkable Service, who registers for an account on the Be Remarkable Website;

1.1.6. "**Fees**" means the monetary compensation you receive, according to clause 5 hereof, for participating in Be Remarkable Affiliate Program. The sale occurs when an End User visits Be Remarkable Website through a Reference Link that is embedded in Your Platform and subsequently makes a payment for the Be Remarkable Services;

1.1.7. "**Lead**" means a potential End User of the Be Remarkable Service, who clicks on the Reference Link and who has been approved by Be Remarkable as an Affiliate's lead according to the terms herein. The Lead may be approved by Be Remarkable at its sole discretion, taking into account the following: (i) the Lead should be a new user for Be Remarkable and (ii) the Lead should use your Reference Link;

1.1.8. "**Be Remarkable**" means Be Remarkable Group., mailing address at P.O. Box 38939, Charlotte, North Carolina, United States, and its subsidiaries;

- 1.1.9. " **PiiCard Service**" means the access to the online platform, applications, and/or tools, that the users view or subscribe for, that are developed, maintained, operated by us, accessible *via* Be Remarkable Website;
- 1.1.10. "**Be RemarkableWebsite**" means www.BeRemarkable.ccards;
- 1.1.11. "**Parties**" shall collectively mean Be Remarkable and the Affiliate and the term, "**Party**" shall mean either of the Parties individually;
- 1.1.12. "**Reference Link**" means a link that leads to the Be Remarkable Websites and contains your reference ID. You will receive your reference ID only after you are authorized to participate in the Be Remarkable Affiliate Program;
- 1.1.13. "**Your Account**" means your account on the Be Remarkable Websites, where: (a) your information is stored; and (b) you can track your affiliate activity, including payment information; and
- 1.1.14. "**Your Platform**" or "**Affiliate Platform**" means the platform including but not limited to your website, blogs, digital or physical journals, newspapers, any kind of advertisement run by you, and/or any other social media platform of yours that you state during the signup to Be Remarkable Affiliate Program, which is owned and/or operated by you.

2. RIGHTS OF THE AFFILIATE

- 2. Be Remarkable hereby grants you, subject to the limitations set forth below, a
- 2.1. limited, non-exclusive, non-assignable, non-licensable, non-transferable, revocable right to: (i) demonstrate and promote the Be Remarkable Service to potential End Users through any legally permissible means, including without limitation, through Your Platform; and
- (ii) to provide End Users access to use the Be Remarkable Service, in accordance with these Terms & Conditions, provided that such End Users agree to Be Remarkable's then applicable terms and conditions pertaining to the Be Remarkable Service (as specified on the Be Remarkable Websites).
- 2.2.

You may place digital banners or reference links within your newsletters or upload photographs, videos, or any other promotional content in respect of Be Remarkable Services, on Your Platform, or within another web-related content subject to the terms of these Terms & Conditions.

3.

3.1. OBLIGATIONS OF THE AFFILIATE

As an Affiliate, you are permitted to use only 1 (one) account for all Your Platform (s) to be used in connection with these Terms & Conditions.

3.2. You must provide all information sought by us at the time of sign-up, including your full legal name, valid email address, valid domain name or any other details of Your Platform and such other details as may be specified therein. You are solely responsible for all the information you submit on Your Account.

3.3. You will be solely responsible for the development, operation and/or maintenance of Your Platform and for all content that appears on Your Platform. You should ensure that materials posted on Your Platform do not violate or infringe the rights of any third party. You will be solely responsible for the accuracy, truthfulness, and appropriateness of materials posted on Your Platform. We do not endorse or accept any responsibility for any links that lead from Your Platform to any other website except for the Be Remarkable Websites and for any content that can be found by following these links to third-party websites.

3.4. You hereby warrant and guarantee that: (i) all personal data, contained in the Leads (if any) or any other data or material, provided to Be Remarkable pursuant to the terms hereof, were collected in accordance with all applicable laws, including but not limited to, applicable data protection laws; (ii) you are fully allowed to transfer personal data to Be Remarkable and/or (iii) you have received all necessary consents from a Lead so that Be Remarkable may store and process such personal data, use it in marketing purposes and for offering the Be Remarkable Services.

4. PROHIBITED USES

4.1. You shall not use the Be Remarkable Affiliate Program for any illegal or unauthorized purpose. While participating in the Be Remarkable Affiliate Program, you must not violate any laws in your area/state/country.

4.2. You cannot promote Be Remarkable and/or Be Remarkable Services on any gambling websites, websites with adult/hate/violent/defamatory content or any other content considered offensive or inappropriate, and any websites that violate third-party rights and/or violate applicable laws. Be Remarkable may or may not review all content on Your Platform (s) or used by you in your promotional methods. Be Remarkable may require and you agree to provide us with the information regarding traffic sources, promotional channels, and your promotional methods with regard to your obligations hereunder. If your sources, channels, or methods utilized with regard to the Be Remarkable Affiliate Program are considered to be inappropriate or inconsistent with the terms hereof, Be Remarkable may, at its sole discretion, suspend or terminate usage of Your Account (including payment of any Fees due hereunder) with or without any prior notice/intimation.

4.3. The Affiliates may not share their Fees, received through Be Remarkable Affiliate Program, with End Users.

4.4. You cannot use and/or mention in any way, the trade names/brand names associated with Be Remarkable (a) as a keyword in your advertising campaigns across any

search engines, including any misspellings in the brand name; and/or (b) in the domain name of Your Platform, including any misspellings of the brand name.

4.5. You agree not to modify the trademarks, banners, content, or any of the images provided to you by us in any way, without our prior written consent.

4.6. For the purposes hereof, “**Fraud**” includes any action that intentionally attempts to create sales, Leads, or click-throughs using robots, frames, iframes, scripts, or manually "refreshing" of pages, for the sole purpose of availing of the Fees. Any attempted Fraud or Fraud or any action adverse to the interest of Be Remarkable will result in the cancellation of Your Account and the Fees due to you hereunder. You are required to provide all the documents requested by us within 5 (five) business days in case we notice any potentially fraudulent activities associated with Your Account or coming through your Reference Links, failing which, Your Account will be blocked, and the Fees (including any accrued Fees) shall no longer be due to you.

4.7. We will terminate Your Account on the first offense of spamming. You shall not send emails to lists or groups that you do not have permission to send them to. We have the right to deactivate or delete Your Account on the first instance of spamming by you.

4.8. You agree not to receive Fees for self-referrals and for the Affiliates, who violate these Terms & Conditions. You shall also not refer the company or organization you work for and receive Fees for that.

4.9. In addition, you shall not market Be Remarkable trials as discount offers/coupons and place Be Remarkable trials in discount/coupon sections of Your Platform (s) unless otherwise agreed by Be Remarkable in writing. In case you violate this clause, we, at our sole discretion, may terminate Your Account or suspend the payment of Fees accrued to date.

5. PAYMENT OF FEES

5.1. It is hereby clarified that those End Users with whom Be Remarkable is already in discussions or with whom Be Remarkable has gotten in touch, independent of the Affiliate, shall fall outside the scope of these Terms & Conditions, and accordingly, no Fees shall be due to you for such End Users.

5.2. To be eligible to earn Fees, the End User must avail of the Be Remarkable Services within the stated Cookie Life Period. If a sale occurs after the Cookie Life Period expires and the End User has not returned through the Reference Link and availed of the Be Remarkable Services, then no Fees shall be due and payable to you. Further, it is hereby clarified that if a potential End User clears his/her/its cookies during Cookie Life Period, Be Remarkable shall not be liable for any Fees that may have been owed to you in relation to such End User.

- 5.3. The Fees due to you shall be computed as per the terms set out in the rate card in **Annexure I** hereto, which may be amended from time to time at the sole discretion of Be Remarkable. The Fees credited to Your Account do not accrue interest. The Fees shall accrue only for paid accounts availed by an End User on the Be Remarkable Website. If an End User cancels or does not pay for the Be Remarkable Services after the trial period is over/asks for a refund/uses limited free registration, no Fees will accrue. The Fees structure is subject to change at our discretion.
- 5.4. Fees earned through fraudulent, illegal, or overly aggressive, questionable sales or marketing methods will be voided. Fraudulent activities will also result in immediate account cancellation.
- 5.5. All statistics are collected and calculated by Be Remarkable and will be the only valid statistics used for determining the Fees payable to you.
- 5.6. Charge-back fee, if any, will be deducted from the Fees previously credited to Your Account.
- 5.7. You are required to withdraw the Fees from Your Account within [•] ([•]) years/months since it was accrued. After the expiration of the aforementioned time period, Be Remarkable shall have the right to write off the unclaimed portion of the Fees.
- 5.8. From time-to-time Be Remarkable may change the scope of the Be Remarkable Services as well as the prices applicable thereto. We cannot guarantee the availability of Be Remarkable Services at the prices that you list on Your Platform if they are outdated.
- 5.9.

As a prerequisite to payment you may be required to submit W-8BEN/W-8BEN-E/W9 forms, as applicable ("**Forms**"), on the Be Remarkable Websites upon reaching the applicable payment thresholds described in this clause 5.9. Scanned or electronically completed and signed copies of these Forms must be uploaded to Your Account on the Be Remarkable Website. If the Forms are not properly filed or submitted on time, payments shall stand delayed accordingly. Your full legal name in Your Account must reflect the name on the Form(s). The completed Form(s) must be provided at least thirty **[30]** business days before the payout date (for payments *via Stripe or PayPal*) or at least [•] ([•]) business days before sending the invoice to Be Remarkable (for payments *via wire transfer*). You may receive the Fees due to you through Stripe or PayPal or wire transfer. The minimum threshold for payments is \$50 USD. The minimum threshold for wire transfers is \$1,000 USD (one thousand US Dollars). Payments are processed only on the 15th day of each calendar month; provided that if the payment date falls on a day that is not a business day (in Be Remarkable's sole discretion), payment will be made on the first business day immediately thereafter.

6. TERM & TERMINATION

- 6.1. These Terms & Conditions shall become applicable to you upon successful creation of Your Account and continue until terminated by either Party in accordance with this clause 6.
- 6.2. Either Party may terminate the arrangement contemplated hereunder (with or without cause) at any time in its sole discretion with written notice to the other at least 30 (thirty) days prior to the effective date of termination. Notwithstanding the above, PiiCard reserves the right to forthwith terminate Your Account on account of: (a) any abusive or fraudulent activity that emanates from Your Account; or (b) your failure to comply with these Terms & Conditions and/or any applicable law.
- 6.3. Termination of these Terms & Conditions will result in the deactivation or deletion of Your Account or your access to Your Account, and the forfeiture and relinquishment of all potential or to-be-paid Fees in Your Account if they were earned through fraudulent, illegal, or overly aggressive, questionable sales or marketing methods. Upon termination of these Terms & Conditions, all rights of the Affiliate specified in these Terms & Conditions shall forthwith cease to be in force.
- 6.4. Upon any termination of these Terms & Conditions for any reason, all provisions regarding indemnification, warranty, liability and limits thereon, and confidentiality and protection of proprietary rights and trade secrets, and any provisions which expressly or by their nature are required to survive such termination in order to achieve their purpose shall so survive until it shall no longer be necessary for them to survive in order to achieve their purpose. Further, upon termination of the arrangement contemplated hereunder without cause, you shall be entitled to receive Fees from PiiCard for the End Users signed up through you for the period specified in **Annexure I** hereto ("**Fees Survival Period**"); provided such End User(s) have availed of and paid for the PiiCard Services during the Fees Survival Period.

7. OWNERSHIP OF INTELLECTUAL PROPERTY

- 7.1. All intellectual property rights in and to the Be Remarkable Services and Be Remarkable Websites, including all patent rights, copyrights, trademarks, trade secrets or other proprietary rights therein shall be and remain the sole property of Be Remarkable and its licensors, if any.

8. DISCLAIMERS

- 8.1. EXCEPT WHERE PROHIBITED BY LAW, BE REMARKABLE AFFILIATE PROGRAM AND BE REMARKABLE WEBSITE ARE PROVIDED "AS-IS" AND WE EXPRESSLY DISCLAIM ANY WARRANTIES AND CONDITIONS OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING THE WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, ACCURACY, OR NON-INFRINGEMENT.
- 8.2. FURTHER, WE MAKE NO WARRANTY THAT THE BE REMARKABLE AFFILIATE PROGRAM OR THE BE REMARKABLE WEBSITE WILL: (I) WILL MEET YOUR REQUIREMENTS AND/OR

EXPECTATIONS; (II) WILL BE AVAILABLE ON AN UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE BASIS; OR (III) WILL BE ACCURATE, RELIABLE, FREE OF VIRUSES OR OTHER HARMFUL CODE, COMPLETE, LEGAL, OR SAFE. WE FURTHER MAKE NO WARRANTIES OR REPRESENTATIONS REGARDING THE ACCURACY OR COMPLETENESS OF THE CONTENT ON ANY SITES LINKED TO ON THE BEREMARKABLE WEBSITE.

- 8.3. Any dispute with respect to the Be Remarkable Services shall be discussed and resolved between Be Remarkable and the concerned End User.
- 8.4. The Affiliate accepts that the operation of the Be Remarkable Affiliate Program, Reference Links, Be Remarkable Websites or Be Remarkable Websites may not be completely free of interruption, errors, or omissions and Be Remarkable is not liable for the consequences of any interruptions or errors in the performance or content of the Be Remarkable Websites or Reference Links.
- 8.5. Be Remarkable does not warrant, endorse, guarantee, or assume responsibility for any product or service advertised or offered by the third party through Be Remarkable Websites or Be Remarkable Websites, hyperlinked website or Reference Links or featured in any banner or other advertising, and Be Remarkable nor Be Remarkable Group will not be a party to or in any way be responsible for monitoring any transaction between you and third-party providers of products or services.
- 8.6. Be Remarkable reserves the right to use third-party service providers in the provisions of all or any part of these Terms & Conditions including, but not limited to, hosting providers, payment processing services, information and communication services, analytics services, Internet advertising platforms, advertising service providers, and platforms. Where any of the aforementioned services are provided by third parties, the Affiliate may be subject to such third party's terms and conditions. Be Remarkable accepts no responsibility for services provided by any Third Party.

9. INDEMNIFICATION & LIMITATION OF LIABILITY

- 9.1. INDEMNIFICATION. The Affiliate agrees to indemnify Be Remarkable from and against, any and all claims, causes of action, and liabilities (including reasonable attorney's fees) that arise directly from: (i) your use of and access to Be Remarkable Website/Your Account and participation in Be Remarkable Affiliate Program; (ii) violation of any term of these Terms & Conditions or applicable law;
- 9.2. (iii) your violation of any third party right, including without limitation any copyright, property, or privacy right; and (iv) your negligent and willful misconduct.

LIMITATION OF LIABILITY. Be Remarkable shall not be liable to the Affiliate for any indirect, incidental, or consequential damages (including loss of profits or business), howsoever arising, whether under contract, tort, or otherwise, even if informed about the possibility of the same. Further, Be Remarkable liability shall not exceed the

Fees received by the Affiliate for the preceding [•] ([•]) months from the date of the claim.

10. MISCELLANEOUS

- 10.1. **PUBLIC ANNOUNCEMENT.** The Affiliate is not permitted to use any of the content of any websites owned and/or operated by PiiCard without the written consent of PiiCard and the Affiliate shall not frame any pages or parts of any pages of PiiCard Websites, Be Remarkable Websites, or any other website nor will the Affiliate create an impression to the general public that the Affiliate Platform is PiiCard Website or Be Remarkable Websites or any part of PiiCard Websites or Be Remarkable Websites. The Affiliate agrees not to make any representations and/or give any warranties and/or guarantees relating to PiiCard Services and/or their efficacy other than those given by PiiCard and/or as otherwise approved by PiiCard in writing.
- 10.2. **FEDERAL TRADE COMMISSION DISCLOSURE.** Where it is not expressly clear that the Reference Link is a paid advertisement, paid advertising, or otherwise promotional in nature, and/or that you are receiving compensation from Be Remarkable Group in connection with the Be Remarkable Affiliate Program, you must include a disclosure statement within any and all pages, blog posts, social media posts, or any other content where you include the Reference Link or otherwise advertise or endorse the Be Remarkable Websites or Be Remarkable in connection with the Be Remarkable Affiliate Program. This “material connection disclosure” statement should be clear and concise, stating that we are compensating you for your participation in the Be Remarkable Affiliate Program. Also, any statements you make about Be Remarkable must reflect your honest opinions, beliefs, or experiences and must not be false, misleading, or unsupported. You must follow these guidelines in making your material connection disclosures:
- 11.2.1 Disclosures must be made as close as possible to the claims;
 - 11.2.2 Disclosures should be placed above the fold; scrolling should not be necessary to find the disclosure. (e.g. disclosure should be visible before the jump).
 - 11.2.3 Disclosures should be displayed for a duration sufficient for consumers to notice, read, and understand them; and
 - 11.2.4 Pop-up disclosures are prohibited.
- 10.3. **NON-EXCLUSIVITY.** The Parties hereby acknowledge that the arrangement contemplated herein is on a non-exclusive basis and the Parties shall be free to enter into similar arrangements with other third parties.
- 10.4. **CONFIDENTIALITY.** The Affiliate acknowledges that Be Remarkable Services and any other information provided by Be Remarkable to the Affiliate, including, but not limited to, any training materials, data models, logic diagrams, functional specifications, and instructions incorporate confidential and proprietary information developed or acquired by or licensed to Be Remarkable (“**Confidential Information**”).

Be Remarkable acknowledges that the Affiliate's data, financials, business plans and Customer content will also be "Confidential Information". Each Party will take all reasonable precautions necessary to perpetually keep confidential and safeguard the confidentiality of the other Party's Confidential Information, including (i) those taken by it to protect its own confidential information; and (ii) those which the other Party may reasonably request from time to time. Confidential Information does not include: (i) information already known or independently developed by the recipient, as shown by documents and other competent evidence in the receiving party's possession; (ii) information in the public domain through no wrongful act of the receiving party; or (iii) information received by a Party from a third party who lawfully in possession of such information and was free to disclose it.

10.5. FORCE MAJEURE. Be Remarkable shall not be liable for failing or delaying the performance of its obligations resulting from any condition beyond our reasonable control, including but not limited to, the use of third parties' equipment or services, communications failure, governmental action, war, acts of terrorism, earthquake, epidemic, fire, flood or other acts of God, labor conditions, power failures, and Internet disturbances.

10.6. ASSIGNMENT. Neither these Terms & Conditions nor any rights or obligations contained in these Terms & Conditions will be assignable, directly or indirectly, in whole or in part, by the Affiliate without the prior written consent of Be Remarkable ; provided, however, either Party may assign these Terms & Conditions in connection with a transfer of all or any part of the Party's business operations to any of its subsidiaries or affiliates.

10.7. RELATIONSHIP. Nothing in these Terms & Conditions will be considered to create the relationship of employer and employee, agency, or joint venture between Be Remarkable and the Affiliate. Each Party will fulfill its obligations under these Terms & Conditions as an independent contractor in accordance with its own methods and practices.

10.8. SEVERABILITY. Any provision of these Terms & Conditions which is prohibited by law shall be ineffective only to the extent of such prohibition without invalidating the remaining provisions of these Terms & Conditions, which will continue in full force and effect.

10.9. WAIVER. The failure of either Party to insist, in any one instance or more, upon the performance of any of the covenants or conditions of these Terms & Conditions, or to exercise any right or privilege conferred, will not be construed as thereafter waiving any such covenants, conditions, rights or privileges, and they will continue and remain in full force and effect.

10.10. NOTICES. All notices, requests, claims, demands, and other communications regarding these terms are welcomed and should be addressed to [say.hi]@[BeRemarkableGroup.com]. All communications in electronic format will be considered to be "in writing" and to

have been received on the day that the communication was made to the other Party.

- 10.11. GOVERNING LAW AND JURISDICTION. These Terms & Conditions shall be governed by and construed in accordance with the substantive laws of the State of North Carolina. The courts at Charlotte shall have exclusive jurisdiction with respect to any dispute arising hereunder.
- 10.12. AMENDMENT. Any modification, amendment, supplement, or other change to these Terms & Conditions must be in writing and signed by both Parties.
- 10.13. ENTIRE AGREEMENT. These Terms & Conditions form the entire agreement between the Parties as to the matters set forth herein and supersedes any prior agreement or communication. Any subsequent waiver or modification of these Terms & Conditions, or any part of it, shall only be effective if reduced to writing and signed and dated by both Parties.

FEE TERM: For a period of 30 days from the effective date of termination of the arrangement contemplated under the Terms & Conditions.

Updated as on August [29], 2023

