

AFFILIATE AGREEMENT

THIS AFFILIATE AGREEMENT (the “**Agreement**”) is entered into on _____, 2022 (the “**Commencement Date**”) by and between 6Degrees Ltd., reg. no. 515673317., a private company incorporated under the laws of the State of Israel (the “**Company**”) and _____, I.D. / _____ passport / reg. no. / _____, residing at / having its principal place of business at _____ (the “**Affiliate**”).

FOR VALUABLE CONSIDERATION, the receipt and sufficiency of which is hereby acknowledged, the Company and Affiliate do hereby contract, covenant and agree as follows:

1. **Finding Services**

1.1 Affiliate agrees to identify potential Company customers (“**Qualified Customers**”), to refer Qualified Customers to the Company’s relevant qualified distributor and / or the Company’s website where the Qualified Customer can place an order to purchase Company products identified in Exhibit A (the “**Products**”); and assist the Company in selling Products to Qualified Customers, as reasonably requested by the Company (the “**Services**”).

1.2 Company retains full and absolute discretion regarding whether or not to enter into any Affiliate agreement or execute a Qualified Customer transaction. Company further retains full and absolute discretion regarding defining the terms of any such Qualified Customer or Affiliate agreement or transaction.

1.3 Affiliate represents and warrants that (i) the Affiliate possesses the relevant business connections, skills, experience and expertise necessary for the performance of the Services, (ii) the Affiliate has full power and authority to consummate the transaction contemplated under this Agreement and to provide the Services, (iii) the execution of this Agreement and the performance of Services, does not and shall not violate the provisions of any applicable law nor any regulation or directive applying to the Affiliate, and will not result in any breach of, or constitute a default under, any agreement, obligation or instrument to which the Affiliate is a party or under which the Affiliate is bound, and (iv) during the term of this Agreement and six (6) months thereafter, the Affiliate shall not engage in providing services similar to the Services to companies which are direct competitors of the Company.

2. **Limited Representation**

Affiliate will represent itself before Qualified Customers solely as an introducing entity, and neither will possess any signatory authority of the Company, nor will be authorized to make any commitment or create any liability on behalf of, or binding upon, the Company. Affiliate shall be solely responsible and shall indemnify the Company against any and all costs, damages, expenses, losses and liabilities which Company will incur as a result of an unauthorized commitment, obligation, representation or warranty given by Affiliate to any third party.

3. **Compensation**

3.1 In the event that a Qualified Customer, as a direct result of Affiliate’s efforts and initiative, places orders with the Company (the “**Order**”) within the Term (as defined below) of this Agreement, Affiliate shall be compensated with respect to such placed and fulfilled Orders, as identified in the Monthly Report issued by Company, by receiving an amount equal to a percent out of the Qualified Customer collected payments for Orders as set forth at **Exhibit A**, exclusive of any tax or levies, VAT, insurance and shipping costs (the “**Affiliate’s Fee**”).

3.2 The determination whether a certain Order shall be deemed as a direct result of Affiliate's efforts and initiative, shall be based upon electronic tracking, performed by the Company, with unique code created for the Affiliate (the "**Tracked Orders**"). Company shall submit a monthly report to Affiliate of all Tracked Orders placed by Qualified Customers and the planned payment times and the total proceeds received by the Company in respect of the Tracked Orders (the "**Monthly Report**").

3.3 For the avoidance of doubt, Affiliate shall not be entitled to any Affiliate's Fee on account of Orders made by Qualified Customer which will be placed after the Term. It is further agreed that Affiliate shall be entitled to the Affiliate's Fee only after the Company actually received full payment for the Order, and that Affiliate shall not be entitled to any partial Affiliate's Fee if and to the extent the payment for the Order is not fully fulfilled.

3.4 The Affiliate shall duly issue the Company with a tax invoice based on the Monthly Report. The Compensation shall be inclusive of any applicable tax or VAT and shall be paid against a duly issued tax invoice. The Compensation shall be payable within thirty (30) days from the tax invoice date.

3.5 The Company shall deduct by way of withholding all taxes, levies and other mandatory payments due from all payments made to the Affiliate under this Agreement at the rate provided by law. Affiliate shall be solely responsible for all income tax liabilities arising from the Compensation and shall indemnify and hold harmless the Company from any costs, expenses and penalties incurred or imposed on it as a result of the payment of the Compensation under this Agreement. Affiliate shall further be solely responsible for the compliance with any applicable law in respect to payments made by it to any of its officers, employees or service providers which are hired by him, or otherwise act on his behalf, in the scope of the Services.

3.6 Affiliate acknowledges that the Compensation represents the full consideration it is entitled to for the provision of the Services, and includes reimbursement for all costs, expenses and/or out of pocket or other expenses incurred by the Affiliate in relation to the performance of the Services and/or any taxes in connection with the Compensation. Affiliate shall not be entitled to any additional payment, benefit, contribution or any other reimbursement in connection with the Services. Affiliate shall solely be liable to any tax liabilities arising from the payment of the Consideration hereunder.

4. Independent Contractor

Affiliate is an independent contractor of the Company and neither it nor its personnel shall be considered agents, partners or employees of the Company for any purposes whatsoever.

5. Term and Termination

5.1 This Agreement shall commence on the Commencement Date and shall be in force for a period of twelve (12) months thereafter (the "**Term**"). Notwithstanding, each party hereto is entitled to terminate this agreement by providing the other party with a 30 days' prior / immediately upon a written notice.

5.2 Any provisions intended to survive the termination of this Agreement, including but not limited to Sections 4 (*Independent Contractor*), 5 (*Term and Termination*), 6 (*Confidentiality*), and 7 (*Miscellaneous*) herein, as well as any payment obligations arising from this Agreement shall, shall survive the termination or expiration of this Agreement for any reason.

5.3 Upon termination of this Agreement, for any reason whatsoever, the Affiliate shall immediately return to the Company, or destroy, all of Company's proprietary information provided to it, or any other written information, technical data and documentation related to it.

6. Confidentiality

At all times during Affiliate's engagement and thereafter Affiliate shall hold in confidence and shall not disclose, use, lecture upon, or publish any Confidential Information provided to it by the Company, except as such use is required in connection with the provision of the Services to Company or if Company expressly authorizes in writing such disclosure or publication. Affiliate hereby acknowledges that all Confidential Information shall be the sole and exclusive property of Company and its assigns.

"Confidential Information" means any and all confidential knowledge, data or information which was disclosed to Affiliate by Company during Affiliate's engagement with Company as set forth in this Agreement. Confidential Information shall not include information that the Affiliate can document that (i) was already known to the Affiliate prior to disclosure; or (ii) which at the time of disclosure by Company is generally available to the public or thereafter becomes generally available to the public other than through a breach of any obligation under this Agreement caused by an act or omission on the part of the Affiliate.

7. Miscellaneous.

7.1 Affiliate acknowledges that this Agreement is made on a non-exclusive basis, and that nothing herein may restrict the Company to hire other individuals or entities to provide services similar to the Services.

7.2 All notices, requests, reports, consents and other communications hereunder shall be in writing and be made to the addresses listed above. All notices will be deemed delivered (i) if delivered by hand, upon delivery, (ii) if delivered by courier, registered mail (return receipt requested), at the date indicated in the Delivery Certificate, and (iii) if transmitted by email, at the next business day following the transmission.

7.3 No failure, partial or delay by a party hereto in exercising any right, power or remedy under this Agreement, and no course of dealing between the parties hereto, shall operate as a waiver of any such right, power or remedy of the party. Affiliate may not assign any of its rights or obligations under this Agreement without the prior written consent of the Company. If any provision of this Agreement is or becomes invalid or is ruled invalid by any court of competent jurisdiction or is deemed unenforceable, it is the intention of the parties that the remainder of this Agreement shall not be affected.

7.4 The Agreement is governed in all respects by the law of the State of Israel and the courts of Tel Aviv shall have the sole and exclusive jurisdiction with respect to any disputes among the parties related to the Agreement.

7.5 This Agreement constitutes the entire agreement between the parties pertaining to its subject matter and it supersedes all prior or contemporaneous agreements, representations and understandings of the parties. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing by both parties.

[Signature Page to Follow]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first set above.

6DEGREES LTD.

AFFILIATE

By: _____

Title: _____

Exhibit A - Affiliate's Fee

Minimum Annual Unit Commitment	Commission
50+ per year	8% from actual Products sold and paid for by Qualified Customers

Products will include the following:

- (1)