PLEASE READ THIS MARKETING AFFILIATE PROGRAM AGREEMENT CAREFULLY. This is a contract between you (the “Affiliate”) and us (“Purple Fig LLC”) on behalf of our website, **MYCOSMOVISION**. It describes how we will work together and other aspects of our business relationship.

The Marketing Affiliate Program Agreement applies to your participation in our Marketing Affiliate Program (the “Affiliate Program”). These terms are so important that we cannot have you participate in our Affiliate Program unless you agree to them.

We periodically update these terms. We might also choose to replace these terms in their entirety if, for example, the Affiliate Program changes, ends, or becomes part of an existing program, including our partner programs. If we update or replace the terms we will let you know via electronic means, which may include an in-app notification or by email. If you don’t agree to the update or replacement, you can choose to terminate as we describe below.

Definitions

“Marketing Affiliate Program” means our marketing affiliate program as described in this Agreement.

“Affiliate Tool” means the unique web tool we have provided you, which can be placed within an iframe on your website. You use this tool in order to participate in the Affiliate Program.

“Affiliate Policies” means the policies applicable to affiliates which we may make available to you from time to time.

"Agreement" means this Marketing Affiliate Program Agreement and all materials referred or linked to in here.

“Commission” means an amount described on the Program Policies Page for each Customer Transaction.

“Customer” means the authorized actual user of Purple Fig’s Products who has purchased the products after using the Affiliate Tool.

“Customer Transactions” means those transactions made using the Affiliate Tool that are eligible for Commission pursuant to the ‘Customer Transactions’ section of this Agreement.

"Customer Data" means all information that Customer submits or collects via Purple Fig’s Products and all materials that Customer provides or posts, uploads, inputs or submits for public display through Purple Fig’s Products.

"Purple Fig Content" means all information, data, text, messages, software, sound, music, video, photographs, graphics, images, and tags that we incorporate into our services.

“Purple Fig’s Products” means the **MYCOSMOVISION** Reports and Other Products.

“Other Products” means those products and services that we offer, which are not included in **MYCOSMOVISION** Reports (as detailed below); and, for the purposes of this Agreement, Other Products include all of our marketing software, legacy sales and marketing products, and any implementation, customization, training, consulting, additional support or other professional services, or fees for third-party products or services.

“**MYCOSMOVISION** Reports” means our web-based astrology report pdfs that are developed, operated, and maintained by us, accessible via **MYCOSMOVISION** or another designated URL, and add-on products to our software.

“Program Policies Page” means the landing page: https://mycosmovison.eu/tools/affiliate where we will provide all the up to date guidelines and policies for the Affiliate Program.

"We", "us", “our”, and “Purple Fig” means Purple Fig LLC.
“You” and “Affiliate” means the party, other than Purple Fig, entering into this Agreement and participating in the Affiliate Program.

Non-Exclusivity
This Agreement does not create an exclusive agreement between you and us. Both you and we will have the right to recommend similar products and services of third parties and to work with other parties in connection with the design, sale, installation, implementation and use of similar services and products of third parties.

- Affiliate Acceptance

We may require that you complete certain requirements or complete an application or certification(s) in order to be an Affiliate with us. Upon notification of acceptance, the terms and conditions of this Agreement shall apply in full force and effect, until terminated, pursuant to the terms set forth below.

Customer Transactions

- Affiliate Program Limits. We will pay you Commission for each new Customer who completes a Customer Transaction after completing a payment through the Affiliate Tool on your website, provided that you remain eligible to receive Commission pursuant to the terms of this Agreement.
- Acceptance and Validity. You will only be eligible for a Commission payment for any Customer Transactions that derived from the Affiliate Tool that we make available to you and are accepted by Purple Fig.

- Commission and Payment. Requirements for Payment; Forfeiture. In order to receive payment under this Agreement, you must have: (i) agreed to the terms of this Agreement; (ii) have a valid and up-to-date Stripe account which can be integrated with in order to recieve payments (iii) completed any and all required tax documentation in order for Purple Fig to process any payments that may be owed to you.
- We will have no obligation to pay you Commission associated with a Forfeited Transaction. Once you comply with all of the requirements, then you will be eligible to receive Commission on Customer Transactions, as long as these Customer Transactions do not involve the same Customer associated with a Forfeited Transaction.
- Payment Network. Purple Fig uses a third party network to handle all of the payment. The third party is Stripe.com. Kindly review the network's payment terms and conditions. Purple Fig is not responsible for paying any third-party fees charged by Stripe in order for you to receive Affiliate Commission Fees.
- Payment Tracking. We will send you an email to an email address of your choosing after a customer transaction is complete. Any further tracking is available through the third party payment network.
- Commission Payment. We will pay the Commission amount due to you within forty-five (45) days after the end of each fiscal quarter for any Commission amounts that you become eligible for according to the Eligibility section above. We will determine the currency in which we pay the Commission, as well as the applicable conversion rate. We will not pay more than one Commission payment or other similar referral fee on any given Customer Transaction (unless we choose to in our discretion).
- Taxes. You are responsible for payment of all taxes applicable to the Commission. All amounts payable by us to you are subject to offset by us against any amounts owed by you to us. In compliance with U.S. tax laws, Purple Fig will issue a Form 1099 to Affiliates whose earnings meet or exceed the applicable threshold.
- Commission Amounts. We reserve the right to alter or change the Commission amount. We will post all information regarding the Commission amount on the Program Policies Page.

Trademarks

You grant to us a nonexclusive, nontransferable, royalty-free right to use and display your trademarks, service marks and logos ("Affiliate Marks") in connection with the Affiliate Program and this Agreement.

During the term of this Agreement, in the event that we make our trademark available to you, you may use our trademark as long as you follow the usage requirements in this section. You must: (i) only use the images of our trademark that we make available to you, without altering them in any way; (ii) only use our trademarks in connection with the Affiliate Program and this Agreement; and (iii) immediately comply if we request that you discontinue use. You must not: (i) use our trademark in a misleading or disparaging way; (ii) use our trademark in a way that implies we endorse, sponsor or approve of your services or products; or (iii) use our trademark in violation of applicable law or in connection with an obscene, indecent, or unlawful topic or material.

Proprietary Rights

- Purple Fig's Proprietary Rights. No license to any software is granted by this Agreement. Purple Fig Products are protected by intellectual property laws. Purple Fig Products belong to and are the property of us or our licensors (if any). We retain all ownership rights in Purple Fig Products. You agree not to copy, rent, lease, sell, distribute, or create derivative works based on the Purple Fig Content, or Purple Fig Products in whole or in part, by any means, except as expressly authorized in writing by us. Purple Fig, **MYCOSMOVISION** logos, and other marks that we use from time to time are our trademarks and you may not use them without our prior written permission, except as otherwise set forth in this Agreement.
- We encourage all customers, affiliates and partners to comment on Purple Fig Products, provide suggestions for improving them, and vote on suggestions they like. You agree that all such comments and suggestions will be non-confidential and that we own all rights to use and incorporate them into Purple Fig Products, without payment to you.
- Customer's Proprietary Rights. As between you and Customer, Customer retains the right to access and use Purple Fig Products. For the avoidance of doubt, Customer will own and retain all rights to the Customer Data.

Confidentiality

As used herein, "Confidential Information" means all confidential information disclosed by a party ("Disclosing Party") to the other party ("Receiving Party"), (i) whether orally or in writing, that is designated as confidential, and (ii) Purple Fig customer and prospect information, whether or not otherwise designated as confidential. Confidential Information does not include any information that (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party or (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party. The Receiving Party shall: (i) protect the confidentiality of the Confidential Information of the Disclosing Party using the same degree of care that it uses with its own confidential information, but in no event less than reasonable care, (ii) not use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement, (iii) not disclose Confidential Information of the Disclosing Party to any third party, and (iv) limit access to Confidential Information of the Disclosing Party to its employees, contractors and agents. The Receiving Party may disclose Confidential Information of the Disclosing Party if required to do so under any federal, state, or local law, statute, rule or regulation, subpoena or legal process.

Opt Out and Unsubscribing

You will comply promptly with all opt out, unsubscribe, "do not call" and "do not send" requests. For the duration of this Agreement, you will establish and maintain systems and procedures appropriate to effectuate all opt out, unsubscribe, "do not call" and "do not send" requests.

Term and Termination

- Term. This Agreement will apply for as long as you participate in the Affiliate Program, until terminated.
- Termination Without Cause. Both you and we may terminate this Agreement on fifteen (15) days written notice to the other party.
- Termination for Agreement Changes. If we update or replace the terms of this Agreement, you may terminate this Agreement on five (5) days written notice to us, provided that you send us written notice within ten (10) days after we send you notice of the change.
- Termination for Cause. We may terminate this Agreement: (i) upon thirty (10) days' notice to you of a material breach if such breach remains uncured at the expiration of such period, (ii) upon ten (10) days notice to you of non-payment of any amount due to us if such amount remains unpaid at the expiration of such period, (iii) immediately, if you become the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors, (iv) immediately, if you breach the terms applicable to your subscription with us (if you have one), including if you default on your payment obligations to us or our affiliate, or (v) immediately, if we determine that you are acting, or have acted, in a way that has or may negatively reflect on or affect us, our prospects, or our customers.
- Effects of Expiration/Termination. Expiration of this Agreement, and termination of this Agreement: (i) without cause by us,(ii) by you with cause, (iii) by you according to the 'Termination for Agreement Changes' section, shall not affect our obligation to pay you a Commission, so long as the related payment by the Customer Transaction is recognized by us within thirty (30) days after the date of such termination or expiration. We will not pay you fees on Customer Transactions recognized by us after thirty (30) days after the date of such termination or expiration set out above. Provided however, in the event of termination without cause by you, or for cause by us, our obligation to pay and your right to receive any Commission will terminate upon the date of such termination, regardless of whether you would have otherwise been eligible to receive Commission prior to the date of termination. Except as expressly set forth in this section, you are not eligible to receive a Commission payment after expiration or termination of this Agreement. Upon termination or expiration, you will discontinue all use of and delete the Affiliate Tool that we make available to you for your participation in the Affiliate Program.

Upon termination or expiration, you will immediately discontinue all use of our trademark and references to this Affiliate Program from your website(s) and other collateral. For the avoidance of doubt, termination or expiration of this Agreement shall not cause a Customer's product to not be sent.

Affiliate Representations and Warranties

You represent and warrant that: (i) you have all sufficient rights and permissions to participate in the Affiliate Program and to provision Purple Fig with Customers's for our use in sales and marketing efforts or as otherwise set forth in this Agreement, (ii) your participation in this Affiliate Program will not conflict with any of your existing agreements or arrangements.

You further represent and warrant that: (i) you will ensure that you are compliant with any trade or regulatory requirements that may apply to your participation in the Affiliate Program (for example, by clearly stating you are a **MYCOSMOVISION** Affiliate on any website(s) you own where you make an Affiliate Tool available); (ii) you will accurately provide all websites and domains you own where you intend to use Affiliate Tools to generate payment; (iii) you will not purchase ads that direct to your site(s) or through an Affiliate Tool that could be considered as competing with Purple Fig's own advertising, including, but not limited to, our branded keywords; (iv) you will not participate in cookie stuffing or pop-ups, false or misleading links are strictly prohibited; (v) you will not attempt to mask the referring URL information; (vi) you will not use your own Affiliate Link to purchase Purple Fig products for yourself.

Indemnification

You will indemnify, defend and hold us harmless, at your expense, against any third-party claim, suit, action, or proceeding (each, an "Action") brought against us (and our officers, directors, employees, agents, service providers, licensors, and affiliates) by a third party not affiliated with us to the extent that such Action is based upon or arises out of (a) your participation in the Affiliate Program, (b) our use of the prospect data you provided us, (c) your noncompliance with or breach of this Agreement. We will: notify you in writing within thirty (30) days of our becoming aware of any such claim; give you sole control of the defense or settlement of such a claim; and provide you (at your expense) with any and all information and assistance reasonably requested by you to handle the defense or settlement of the claim. You shall not accept any settlement that (i) imposes an obligation on us; (ii) requires us to make an admission; or (iii) imposes liability not covered by these indemnifications or places restrictions on us without our prior written consent.

Disclaimers; Limitations of Liability

- Disclaimer of Warranties. WE AND OUR AFFILIATED COMPANIES AND AGENTS MAKE NO REPRESENTATIONS OR WARRANTIES ABOUT THE SUITABILITY, RELIABILITY, AVAILABILITY, TIMELINESS, SECURITY OR ACCURACY OF PURPLE FIG PRODUCTS, PURPLE FIG CONTENT, THE AFFILIATE PROGRAM OR THE AFFILIATE TOOL FOR ANY PURPOSE. APPLICATION PROGRAMMING INTERFACES (APIs) AND THE AFFILIATE TOOL MAY NOT BE AVAILABLE AT ALL TIMES. TO THE EXTENT PERMITTED BY LAW, PURPLE FIG PRODUCTS AND AFFILIATE TOOL ARE PROVIDED "AS IS" WITHOUT WARRANTY OR CONDITION OF ANY KIND. WE DISCLAIM ALL WARRANTIES AND CONDITIONS OF ANY KIND WITH REGARD TO PURPLE FIG PRODUCTS AND THE AFFILIATE TOOL INCLUDING ALL IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT.
- No Indirect Damages. TO THE EXTENT PERMITTED BY LAW, IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY INDIRECT, PUNITIVE, OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS OR BUSINESS OPPORTUNITIES.
- Limitation of Liability. IF, NOTWITHSTANDING THE OTHER TERMS OF THIS AGREEMENT, WE ARE DETERMINED TO HAVE ANY LIABILITY TO YOU OR ANY

THIRD PARTY, THE PARTIES AGREE THAT OUR AGGREGATE LIABILITY WILL BE LIMITED TO THE TOTAL COMMISSION AMOUNTS YOU HAVE ACTUALLY EARNED FOR THE RELATED CUSTOMER TRANSACTIONS IN THE TWELVE MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO A CLAIM.

Non-Solicitation

You agree not to intentionally solicit for employment any of our employees or contractors during the term of this Agreement and for a period of twelve (12) months following the termination or expiration of this Agreement. Both you and we acknowledge that (i) any newspaper or other public solicitation not directed specifically to such person shall not be deemed to be a solicitation for purposes of this provision, and (ii) this provision is not intended to limit the mobility of either our employees or contractors.

General

- Amendment; No Waiver. We may update and change any part or all of this Agreement, including by replacing it in its entirety. If we update or change this Agreement, the updated Agreement will be made available to you and we will let you know by email. The updated Agreement will become effective and binding on the next business day after we have notified you. When we change this Agreement, the "Last Modified" date above will be updated to reflect the date of the most recent version. We encourage you to review this Agreement periodically. If you don't agree to the update, change or replacement, you can choose to terminate as we describe above. No delay in exercising any right or remedy or failure to object will be a waiver of such right or remedy or any other right or remedy. A waiver on one occasion will not be a waiver of any right or remedy on any future occasion.
- Applicable Law. This Agreement shall be governed by the laws of the Commonwealth of California, without regard to the conflict of laws provisions thereof. In the event either of us initiates an action in connection with this Agreement or any other dispute between the parties, the exclusive venue and jurisdiction of such action shall be in the state and federal courts in Sacramento, California.
- Force Majeure. Neither party will be responsible for failure or delay of performance if caused by: an act of war, hostility, or sabotage; act of God; electrical, internet, or telecommunication outage that is not caused by the obligated party; government restrictions; or other event outside the reasonable control of the obligated party. Each party will use reasonable efforts to mitigate the effect of a force majeure event.
- Actions Permitted. Except for actions for nonpayment or breach of a party's proprietary rights, no action, regardless of form, arising out of or relating to this Agreement may be brought by either party more than one (1) year after the cause of action has accrued.
- Relationship of the Parties. Both you and we agree that no joint venture, partnership, employment, or agency relationship exists between you and us as a result of this Agreement.
- Compliance with Applicable Laws. You shall comply, and shall ensure that any third parties performing sales or referral activities on your behalf comply, with all

applicable foreign and domestic laws (including without limitation export laws and laws applicable to sending of unsolicited email), governmental regulations, ordinances, and judicial administrative orders. You shall not engage in any deceptive, misleading, illegal or unethical marketing activities, or activities that otherwise may be detrimental to us, our customers, or to the public. Export laws and regulations of the United States and any other relevant local export laws and regulations may apply to Purple Fig Products. You will comply with the sanctions programs administered by the Office of Foreign Assets Control (OFAC) of the US Department of the Treasury. You will not directly or indirectly export, re-export, or transfer Purple Fig Products to prohibited countries or individuals or permit use of Purple Fig Products by prohibited countries or individuals.

- Severability. If any part of this Agreement is determined to be invalid or unenforceable by applicable law, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of this Agreement will continue in effect.
- Notices. Notice will be sent to the contact address set forth herein (as such may be changed by notice given to the other party), and will be deemed delivered as of the date of actual receipt.

We may give electronic notices specific to you by email to your e-mail address(es) on record in our account information for you. We may give notice to you by telephone calls to the telephone numbers on record in our account information for you.

- Policies and Pricing. Referred Customers who buy Purple Fig Products and Services through our affiliate network are deemed to be Purple Fig Customers. Purple Fig'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, Purple Fig determines the prices to be charged for Purple Fig Products and Services sold through the affiliate network in accordance with our own pricing policies. Prices and availability of Purple Fig Products and Services may vary from time to time, from affiliate to affiliate, and from region to region.

Entire Agreement. This Agreement is the entire agreement between us for the Affiliate Program and supersedes all other proposals and agreements, whether electronic, oral or written, between us. We object to and reject any additional or different terms proposed by you, including those contained in your purchase order, acceptance or website. Our obligations are not contingent on the delivery of any future functionality or features of Purple Fig Products or dependent on any oral or written public comments made by us regarding future functionality or features of Purple Fig Products. It is the express wish of both you and us that this Agreement and all related documents be drawn up in English. We might make versions of this Agreement available in languages other than English. If we do, the English version of this Agreement will govern our relationship and the translated version is provided for convenience only and will not be interpreted to modify the English version of this Agreement.

Assignment. You will not assign or transfer this Agreement, including any assignment or transfer by reason of merger, reorganization, sale of all or substantially all of its assets, change of control or operation of law, without our prior written consent. We

may assign this Agreement to any affiliate or in the event of merger, reorganization, sale of all or substantially all of our assets, change of control or operation of law.

No Third Party Beneficiaries. Nothing in this Agreement, express or implied, is intended to or shall confer upon any person or entity (other than the parties hereto) any right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

Program Policies Page. We may change the Program Policies from time to time. Your participation in the Affiliate Program is subject to the Program Policies, which are incorporated herein by reference.

No Licenses. We grant to you only the rights and licenses expressly stated in this Agreement, and you receive no other rights or licenses with respect to us, Purple Fig Products, our trademarks, or any other property or right of ours.
Sales by Purple Fig. This Agreement shall in no way limit our right to sell Purple Fig Products, directly or indirectly, to any current or prospective customers.

Authority. Each party represents and warrants to the other that it has full power and authority to enter into this Agreement and that it is binding upon such party and enforceable in accordance with its terms.
Survival. The following sections shall survive the expiration or termination of this Agreement: ‘Commission and Payment’, ‘Proprietary Rights’, ‘Confidentiality’, ‘Effects of Termination/Expiration’, ‘Indemnification’, ‘Disclaimers; Limitation of Liability’, ‘Non-Solicitation’ and ‘General’.

By signing below you agree to the terms and conditions.

The Affiliate: