



Leader's Club - Referral Terms and Conditions

*Sections of text are numbered and lettered for reference purposes only.

SolidTrust Pay ("solidtrustpay.com") is a company incorporated under the laws of Canada with registration as EComm Link Ltd., whose registered office is at 120 Ilsley Ave., 2nd Floor, Dartmouth, NS B3B 1S7. SolidTrust Pay is authorized and regulated by the Canadian Financial Regulatory Act, MSB# M0881220.

Contents

Definitions . . .	1	Term and Termination . . .	13
Referral Obligations . . .	4	Consequences of Termination . . .	14
Licences . . .	4	Relationship of the Parties' Partner & STP . . .	15
Use of Proprietary Materials . . .	5	Third Party Rights . . .	15
Partner Warranties . . .	6	Notices . . .	15
Commission . . .	7	Variation . . .	15
Confidentiality . . .	9	Assignment . . .	16
Representation of Authority . . .	10	Choice of Law & Forum . . .	16
Remedies . . .	10	Waiver . . .	16
Limitation of Liability . . .	10	Entire Agreement . . .	16
Compliance with Anti-bribery & Corruption . . .	12	Severability . . .	17
		Marketing Prohibitions . . .	17

1. Definitions

The following terms when used in this Agreement shall have the following meaning:

1.1 **Agreement** means these Terms and Conditions and any other additional terms, schedules or amendments provided by SolidTrust Pay to the Partner from time to time.

1.2 **Confidential Information** means (A) the terms of this Agreement; (B) each Party's trade secrets, business plans, strategies, methods and/or practices; (C) any information relating to SolidTrust Pay's relationship or cooperation with any party, including without limitation any SolidTrust Pay Merchant, directly or indirectly connected to this Agreement, including but not limited to any fee structures or any other pricing models with any SolidTrust Pay Merchant; and (D) any other information relating to either Party or its business that is not generally known to the public, including but not limited to information about either Party's personnel, products, customers, marketing strategies, services or future business plans. Notwithstanding the foregoing, Confidential Information specifically excludes (E) information that is now in the public domain or subsequently enters the public domain by publication or otherwise through no action or fault of the other Party; (F) information that is known to either Party without restriction, prior to receipt from the other Party under this Agreement, from its own independent sources as evidenced by such Party's written records, and which was not acquired, directly or indirectly, from the other Party; (G) information that either Party receives from any third party reasonably known by such receiving Party to have a legal right to transmit such information, and not under any obligation to keep such information confidential; and (H) information independently developed by either Party's employees or agents provided that either Party can show that those same employees or agents had no access to the Confidential Information received hereunder.

1.3 **Commission** means the commission payable by SolidTrust Pay to the Partner for the referral of the SolidTrust Pay EWallet service to Referred Users in accordance with clause 6 (see **Commission**) of these Terms and Conditions.

1.4 **Fee Revenue** shall have the meaning assigned to in clause 6.2.

1.5 **Inactive User** means an inactive SolidTrust Pay Account Holder, who, at the time of the referral by the Partner to SolidTrust Pay in accordance with clause 2.1, has not made any

transactions via the SolidTrust Pay EWallet for a period of 3 (three) months preceding the date of the referral.

1.6 **Intellectual Property** means any and all (A) copyright, patents, database rights and rights in trademarks, designs, advertisements, graphic and/or textual material, logos, trade names, business names, domain names, goodwill, trade secrets, all software, databases, know-how and confidential information (whether registered or not); (B) applications for registration and the right to apply for registration for any of these rights; and (C) all other intellectual property rights and equivalent or similar forms of protection existing anywhere in the world.

1.7 **New User** means a new customer who, at the time of the referral by the Partner to SolidTrust Pay in accordance with clause 2.1, is not a SolidTrust Pay Account Holder.

1.8 **Partner and/or You** means the partner that has been approved by SolidTrust Pay to participate in the SolidTrust Pay Rewards Programme in accordance with this Agreement.

1.9 **Party** means SolidTrust Pay or the Partner. The term **Parties** refers to them collectively.

1.10 **Referral Account** means the list of Referred Users under the Partner's name for the purposes of calculation of Commission.

1.11 **Referred User** means (A) a New User who successfully signs up to the SolidTrust Pay Digital Wallet following a referral by the Partner, or (B) an Inactive User who has been added to the Partner's Referral Account by SolidTrust Pay at its sole discretion, acting reasonably, following a referral by the Partner to SolidTrust Pay.

1.12 **SolidTrust Pay Account Holder** means an end customer holding a valid SolidTrust Pay Digital Wallet in accordance with the SolidTrust Pay Account Terms of use, available here: https://www.solidtrustpay.com/documents/STPay_User_Agreement.pdf (as amended from

time to time).

1.13 **SolidTrust Pay Digital Wallet** means SolidTrust Pay's digital wallet based payment service through which a Referred User can send funds to a recipient using a username as the recipient's identifier (regardless of whether this is facilitated through the use of the SolidTrust Pay website or a payments gateway integrated into the website of the SolidTrust Pay Merchant).

1.14 **SolidTrust Pay Merchant** means a customer holding an electronic money account with SolidTrust Pay used for commercial purposes.

2. Referral Obligations

2.1 The Partner shall cooperate in good faith with SolidTrust Pay to promote and refer the SolidTrust Pay Digital Wallet to New Users and/or Inactive Users with the aim of such users becoming Referred Users, in consideration of Commission payable by SolidTrust Pay to the Partner in accordance with clause 6.6. The Partner acknowledges and agrees that the legal relationships between SolidTrust Pay and any Referred User will be the sole responsibility of SolidTrust Pay.

3. Licences

3.1 For the duration and strictly for the purposes of this Agreement, SolidTrust Pay hereby grants to the Partner, a revocable, non-exclusive, non-transferable, licence to use, copy and distribute the SolidTrust Pay trademarks, advertisements, text links, website links, graphic material and/or textual material provided by SolidTrust Pay to the Partner (the "Proprietary Material"). For the avoidance of doubt, the licence described in this clause shall expire upon the termination of this Agreement.

3.2 SolidTrust Pay reserves the right to revoke the Partner's licence granted under clause 3.1 to use the Proprietary Material at any time and at its sole discretion (acting reasonably) if there has

been a breach of this Agreement.

4. Use of Proprietary Materials

4.1 The Partner warrants, represents and undertakes to SolidTrust Pay that it shall only use the Proprietary Materials in accordance with clause 3 (see **Licences**) and this Agreement, which includes, but is not limited to the following: **(A)** unless authorized in writing by SolidTrust Pay, the Partner shall only use and/or display the Proprietary Material on the websites, mobile platforms or applications, and offline media platforms (including, but is not limited to, classified ads, magazines and newspapers) that has been specified or pre-approved in writing by SolidTrust Pay; **(B)** the Partner shall not use and/or display the Proprietary Material in any manner that is inappropriate or that is in any way detrimental to SolidTrust Pay; **(C)** the Partner shall not modify, adjust, adapt, translate, subtract from, add to, or otherwise distort in any way, the Proprietary Materials; **(D)** The Partner shall not bid on any keyword or on any Pay Per Click Search Engines where such keyword contain Proprietary Materials or other Intellectual Property owned by SolidTrust Pay (or its licensors) or any variation or misspelling of the same. Further, the Partner shall not bid on any word or term that is confusingly similar to the Proprietary Materials or other Intellectual Property owned by SolidTrust Pay (or its licensors). **(E)** Unless authorized in writing by SolidTrust Pay, the Partner shall not use and/or display any other logos, trade names, business names, trademarks, advertisements, text links, website links, graphic material and/or textual material other than the Proprietary Material.

4.2 The Partner shall not make any claim to ownership of any Proprietary Materials or in any other Intellectual Property which have been directly or indirectly provided or made available to the Partner by SolidTrust Pay in connection with this Agreement.

4.3 The Partner shall not use, register or apply the Proprietary Material in its corporate name, trade name, email address, social media networks or its domain name.

4.4 Nothing in this Agreement shall be construed to grant the Partner any rights, ownership of any of the Proprietary Materials or in any other Intellectual Property which have been directly or indirectly provided or made available to the Partner by SolidTrust Pay in connection with this Agreement.

4.5 The Partner shall indemnify and hold harmless SolidTrust Pay and its employees and directors, on demand, against any and all claims, losses, liabilities, costs, expenses or damages (including reasonable legal fees) arising, directly or indirectly, from any breach of this clause 4.

5. Partner Warranties

5.1 The Partner warrants, represents and undertakes to SolidTrust Pay that: **(A)** it shall independently be responsible for adhering to the terms of the SolidTrust Pay when participating in the SolidTrust Pay Rewards Programme; **(B)** it shall not carry out any activity or take any action designed to cause or encourage Referred Users to make fake and/or artificial deposits with SolidTrust Pay Merchants for the sole purpose of generating Commission; **(C)** it shall not be a Referred User for the purposes of calculation of Commission due and payable, and any transactions processed on any of its own accounts shall be excluded from the calculation of Commission; **(D)** it shall not and shall ensure that the Referred Users do not carry out any promotion abuse or fraudulent activity. Promotion abuse for the purpose of this Agreement shall include, but shall not be limited to the following: **(E)** any action and/or attempt to create and operate multiple accounts that are registered in the name of the Referred User and/or any other users' identities; **(F)** any action and/or attempt to create any mechanism designed to artificially or automatically generate sign ups to the Referred Account; **(G)** submission of any counterfeit, forged, imitated and/or altered documents; **(H)** any actions and/or attempts that are in breach of any promotion or referral program operated by SolidTrust Pay or any of SolidTrust Pay's official partners or SolidTrust Pay Merchants; **(I)** it shall not breach and shall ensure that the Referred Users do not breach the SolidTrust Pay Account Terms of Use, the SolidTrust Pay Leader's Club Terms and Conditions or attempt to circumvent the SolidTrust Pay security or verification

procedures, including without limitation, where transactions are made which SolidTrust Pay in its sole discretion deems to be suspicious, unauthorized, fraudulent or malicious including without limitation to money laundering, terrorism financing, fraud or other illegal activities.

5.2 The Partner shall indemnify and hold harmless SolidTrust Pay and its employees and directors, on demand, against any and all claims, losses, liabilities, costs, expenses or damages (including reasonable legal fees) arising, directly or indirectly, from any breach of this clause 5.

6. Commission

6.1 In consideration of the services rendered under this Agreement, SolidTrust Pay shall pay the Partner Commission in the amount of 25% of the Fee Revenue (as defined in clause 6.2). Additionally, Partner will receive Bonus Commission of \$100 per every 10 qualified referred accounts. No additional commission shall be due and payable unless agreed in writing by an authorised representative of SolidTrust Pay.

6.2 The “Fee Revenue” shall comprise of the revenue generated by SolidTrust Pay from Referred Users when Referred Users: **(A)** successfully transfer funds to SolidTrust Pay Merchants for which SolidTrust Pay charges the SolidTrust Pay Merchant a receive money fee; or **(B)** successfully send funds to other SolidTrust Pay Account Holders, for which SolidTrust Pay charges the Referred User a send money fee. For the avoidance of doubt, the Fee Revenue shall be calculated after deduction of all rebates and other price reductions agreed between SolidTrust Pay and the Merchant.

6.3 For the purposes of this Agreement, the Fee Revenue shall not include the amount of any: **(A)** chargeback or reversal costs incurred in connection with a transaction made by a Referred User; **(B)** negative account balances incurred by any Referred User; **(C)** currency exchange fees applied by SolidTrust Pay; and **(D)** administrative fees and other costs associated with any chargebacks, reversal amounts or other bad debt incurred by SolidTrust Pay in connection with a

transaction made by a Referred User and **(E)** Referred User deposit or withdraw transaction fees.

6.4 SolidTrust Pay shall make daily (or in such other frequency as determined by SolidTrust Pay) Commission payments to the Partner's SolidTrust Pay Digital Wallet. Without prejudice to the foregoing, SolidTrust Pay reserves the right to make monthly lump sum payments of Commission within thirty (30) days following the end of the month for which Commission is due and payable.

6.5 The Commission will be inclusive of GST if applicable, or other applicable sales or service tax. If the Partner runs a business that is subject to GST or a similar sales or service tax, then upon SolidTrust Pay request, the Partner shall issue to SolidTrust Pay, in a form and at intervals to be agreed between the parties from time to time, a GST invoice recognized by the Canadian tax authority for the purpose of reclaiming the GST paid on the Commission. The term "**GST**" shall mean **Goods and Services Tax**. The Parties shall cooperate in good faith to give effect to an efficient tax treatment of the supplies and the payments of consideration contemplated hereunder.

6.6 Without prejudice to clause 12 (see **Term and Termination**), SolidTrust Pay shall pay the Partner a Commission for as long as SolidTrust Pay generates Fee Revenue from the Referred User. However, SolidTrust Pay shall not be liable to pay Commission to the Partner for the transaction volume of a particular Referred User as soon as: **(A)** the Commission paid in respect of a Referred User equals or exceeds USD \$3000; **(B)** the period of time elapsed from the date of registration of the Referred User who has not logged into their account exceeds twenty four (24) months; or **(C)** this Agreement has been terminated as a result of a breach by the Partner of clauses 3 (see **Licenses**), 4 (see **Use of Proprietary Materials**), 5 (see **Partner Warranties**), 6 (see **Commission**), 7 (see **Confidentiality**) of this Agreement.

6.7 SolidTrust Pay reserves the right to remove, at its sole discretion (acting reasonably), users who at the time of the referral by the Partner have already been SolidTrust Pay Account Holders

from the Referral Account. For the avoidance of doubt, Commission shall only be payable for Referred Users for the period in which they are listed under the Referral Account.

6.8 SolidTrust Pay reserves the right to change the applicable commission rate or its percentage cap or total cap upon giving the Partner two (2) weeks' written notice sent to the Partner's registered primary email address.

7. Confidentiality

7.1 Each Party will use and reproduce the other Party's Confidential Information only for purposes of this Agreement and only to the extent necessary for such purpose and will restrict disclosure of the other Party's Confidential Information to its employees, consultants or independent contractors with a need to know and will not disclose the other Party's Confidential Information to any third party without the prior written approval of the other Party. Notwithstanding the foregoing, it will not be a breach of this Agreement for either Party to disclose Confidential Information of the other Party if required to do so under law or in a judicial or other governmental investigation or proceeding.

7.2 The receiving Party agrees to return or destroy, and certify such destruction has been completed, the disclosing Party's Confidential Information upon termination or expiration of this Agreement or upon any request of the disclosing Party.

7.3 The Parties agree that if the receiving Party commits a breach, or threatens to commit a breach of the provisions of this clause 7, then the disclosing Party will have the right to bring an action for injunctive relief or any other action at law or equity to specifically enforce the terms of this clause, it being acknowledged and agreed that any such breach or threatened breach could cause irreparable injury and that money damages may not provide an adequate remedy.

7.4 The Parties agree to ensure that their affiliate companies, owners, leading personnel,

consultants and board members adhere to the above-mentioned confidentiality undertaking.

7.5 The Partner shall indemnify and hold harmless SolidTrust Pay and its employees and directors, on demand, against any and all claims, losses, liabilities, costs, expenses or damages (including reasonable legal fees) arising, directly or indirectly, from any breach of this clause 7.

8. Representation of Authority

8.1 Each Party warrants and represents that it has and will maintain full power, all the required rights and authority to enter into and to perform its obligations under this Agreement.

9. Remedies

9.1 Without prejudice to the remedies under clauses 10 (see **Limitation of Liability**) and 12 (see **Terms and Termination**), where the Partner is in breach, or where SolidTrust Pay has reason to believe that the Partner is in breach of clauses 3 (see **Licences**), 4 (see **Use of Proprietary Materials**), 5 (see **Partner Warranties**), 6 (see **Commission**), 7 (see **Confidentiality**), the SolidTrust Pay or any other term of this Agreement, SolidTrust Pay reserves the right to, at its sole discretion (acting reasonably) carry out any and/or all of the following: **(A)** SolidTrust Pay may instruct the Partner to immediately carry out any instructions issued by SolidTrust Pay including (without limitation) immediate suspension of such activities. **(B)** SolidTrust Pay may, following written notification to the Partner, terminate this Agreement with immediate effect and/or cease to pay any amount or reduce the amount of Commission due and payable.

10. Limitation of Liability

10.1 Neither Party shall be liable in contract, tort (including negligence or breach of statutory duty) or otherwise for any indirect or consequential loss or damages of any kind in connection with or arising out of this Agreement.

10.2 Neither Party shall be liable for any direct or indirect punitive or exemplary damages or for any loss of profit or loss of contract, loss of goodwill or reputation, loss of opportunity, loss of revenue or third party loss regardless of whether or not the same was foreseeable or had been brought to any party's attention.

10.3 Subject to clause 10.4, the aggregate liability of SolidTrust Pay in contract, tort, negligence or otherwise arising out of or in connection with this Agreement shall be limited to the lower of (A) the Commission paid to the Partner in the last twelve (12) month period; or (B) USD 10,000 (ten thousand).

10.4 Nothing in this Agreement shall operate to exclude or restrict a Party's liability for the following: (A) for fraud and fraudulent misrepresentation; (B) for death or personal injury due to negligence; (C) for wilful and malicious misconduct; (D) for damage to real or tangible personal property; (E) for a breach of clause 3 (see **Licences**), clause 4 (see **Use of Proprietary Materials**), clause 5 (see **Partner Warranties**), clause 7 (see **Confidentiality**) or clause 11 (see **Compliance with Anti-bribery and Corruption**); subject to clause 10.4; and (F) to the extent that such exclusion or restriction is prohibited under applicable law.

10.5 Partner acknowledges that SolidTrust Pay operates solely as a payment service provider and that SolidTrust Pay: (A) in no way functions as a seller, buyer, dealer, middleman, retailer, auctioneer, supplier, distributor, manufacturer, broker, agent or merchant of any product or service being ordered, obtained or procured by any funds processed through this service; and (B) makes no representations or warranties and does not ensure the quality, safety, or legality of any product or service purchased or procured by any funds received through the SolidTrust Pay Digital Wallet.

10.6 Neither Party shall be liable to the other Party for any liability arising out of its respective relationship with Referred Users.

10.7 SolidTrust Pay shall not be liable for any of the following: (A) hardware, software or internet connection not functioning properly despite SolidTrust Pay's reasonable efforts to remedy such malfunction; (B) any suspension or refusal to accept payments which SolidTrust Pay has reason to believe to be made fraudulently or without proper authorization; (C) the payment instructions received contain incorrect or improperly formatted information; or (D) unforeseen circumstances preventing the proper performance despite any reasonable precautions taken by SolidTrust Pay. Such circumstances may include, but are not limited to acts of god, power outages, fire, flood, theft, equipment breakdowns, hacking attacks, internal mechanical or systems failures as well as downtimes of the SolidTrust Pay website.

11. Compliance with Anti-bribery & Corruption

11.1 Both Parties shall: (A) comply with all applicable laws, statutes, regulations relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010 ("Relevant Requirements") and SolidTrust Pay's Anti-Bribery and Corruption Policy; (B) not engage in any activity, practice or conduct which would constitute an offence under sections 1, 2 or 6 of the Bribery Act 2010 if such activity, practice or conduct had been carried out in Canada; and (C) have and shall maintain in place throughout the term of this Agreement its own policies and procedures, including adequate procedures to ensure compliance with the Relevant Requirements.

11.2 The Partner shall promptly report to SolidTrust Pay any request or demand for any undue financial or other advantage of any kind received by the Partner in connection with the performance of this Agreement.

11.3 Upon request by SolidTrust Pay, the Partner shall certify to SolidTrust Pay in writing, that the Partner and all persons associated with the Partner under this Agreement is compliant with this clause (11).

11.4 The Partner shall ensure that any person associated with the Partner who is performing services in connection with this Agreement does so only on the basis of a written contract which imposes on and secures from such person terms equivalent to those imposed on the Partner under this clause. The Partner shall be responsible for the observance and performance by such persons of this clause, and shall be directly liable to SolidTrust Pay for any breach by such persons of any of this clause.

11.5 The Partner shall indemnify and hold harmless SolidTrust Pay and its employees and directors, on demand, against any and all claims, losses, liabilities, costs, expenses or damages (including reasonable legal fees) arising, directly or indirectly, from any breach of this clause (11).

12. Term and Termination

12.1 This Agreement shall commence on the date on which the Partner's application to the SolidTrust Pay Rewards Programme is approved by SolidTrust Pay (the "Effective date") and shall continue unless terminated in accordance with clause 9 (see **Remedies**) or as provided below.

12.2 Either Party may terminate this Agreement without cause by giving thirty (30) days prior written notice to the other Party.

12.3 Either party may terminate this Agreement immediately by giving written notice to the other party (the "Defaulting Party"): **(A)** if the Defaulting Party files a petition for bankruptcy, becomes insolvent or makes any arrangement or composition with or assignment for the benefit of its creditors, or a receiver is appointed for the Defaulting Party or its business, or the Defaulting Party goes into liquidation either voluntarily (otherwise than for reconstruction or amalgamation) or compulsorily; **(B)** if the Defaulting Party breaches a material provision of this

Agreement and such breach (if remediable) is not remedied within five (5) business days after written notice to the Defaulting Party identifying the matter or circumstances constituting the material breach, any breach of the Partner's obligations under clause 3 (see **Licences**), 4 (see **Use of Proprietary Materials**), 5 (see **Partner Warranties**), 6 (see **Commission**), 7 (see **Confidentiality**) or the SolidTrust Pay shall constitute a material breach; or (C) if the Defaulting Party violates or fails to comply with any applicable law, regulation or any order by a competent court of government authority.

12.4 For the avoidance of doubt and without prejudice to clauses 6.6 and 6.7, upon termination of this Agreement, SolidTrust Pay shall continue paying Commission for a period of six (6) months following the termination date, unless there is a breach of clauses 3 (see **Licences**), 4 (see **Use of Proprietary Materials**), 5 (see **Partner Warranties**), 6 (see **Commission**), 7 (see **Confidentiality**) of this Agreement or the SolidTrust Pay, in which case SolidTrust Pay shall stop paying Commission to the Partner immediately on the termination date of this Agreement.

13. Consequences of Termination

13.1 The termination of this Agreement, however it arises, shall not affect any actual or contingent liabilities or claims of any party hereto which accrue before the Agreement terminates. Any clauses of this Agreement which are intended, either expressly or by implication, to continue post termination will continue in effect following termination.

13.2 On termination of this Agreement, the Partner shall: (A) promptly return to SolidTrust Pay any material supplied to the Partner by SolidTrust Pay; (B) cease to use any Confidential Information made available to it pursuant to clause 7; and (C) immediately cease using Proprietary Materials or any Intellectual Property which have been directly or indirectly provided or made available to the Partner by SolidTrust Pay.

14. Relationship of the Parties' Partner & SolidTrust Pay

14.1 Relationship of the Parties' Partner & SolidTrust Pay are independent contractors under this Agreement, and nothing herein will be construed to create a partnership, joint venture or agency relationship between them. Neither party has authority to enter into agreements of any kind on behalf of the other.

15. Third Party Rights

15.1 No person who is not a party to this Agreement shall have rights under the Contracts (Rights of Third Parties) Act 1999 or otherwise to enforce any term of this Agreement. No variation or amendment of this Agreement shall require notification to or consent of the Partner.

16. Notices

16.1 Any update posted on SolidTrust Pay's website relating to these Terms and Conditions shall constitute and be deemed valid notice. Notwithstanding the foregoing, SolidTrust Pay may give notice to the Partner by sending an email to any of the email addresses which have been provided to SolidTrust Pay.

17. Variation

17.1 SolidTrust Pay reserves the right at any time to modify this Agreement and to impose new or additional terms and conditions in relation to the Partner's participation to the SolidTrust Pay Rewards Programme. Any amendments shall be effective immediately and incorporated into these Terms and Conditions. The Partner's continuous participation in the SolidTrust Pay Rewards Programme shall be deemed acceptance thereof.

18. Assignment

18.1 The Partner shall not assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights or obligations under the Contract without the prior written consent of SolidTrust Pay.

19. Choice of Law & Forum

19.1 This Agreement and any legal relationship between the parties arising out of or in connection with the SolidTrust Pay Rewards Programme shall be governed by and interpreted in accordance with the laws of Canada. Any dispute under this Agreement or otherwise in connection with the SolidTrust Pay Rewards Programme shall be brought exclusively before the courts of Canada.

20. Waiver

20.1 No Party shall have been deemed to have waived any right under this Agreement by reason of or failure or delay in exercising such right.

21. Entire Agreement

21.1 This Agreement represents the entire agreement of the parties in relation to its subject matter and shall replace and supersede all previous agreements, understandings, warranties and representations, either oral or written regarding the subject matter hereto. Each party acknowledges that it has entered into this Agreement in reliance only on the representations, warranties, promises and terms contained in this Agreement and, save as expressly set out in this Agreement, neither party shall have any liability in respect of any other representation, warranty or promise made prior to the date of this Agreement unless it was made fraudulently.

22. Severability

22.1 If any part of this Agreement is found by a court of a competent jurisdiction to be invalid, unlawful or unenforceable then such part shall be severed from the remainder of the Agreement, which shall continue to be valid and enforceable to the fullest extent permitted by law. The Partner is independently responsible for complying with the SolidTrust Pay general Member agreement and Leader's Club agreement (as amended from time to time on SolidTrust Pay's website) when participating in the SolidTrust Pay Rewards Programme.

23. Marketing Prohibitions

23.1 The Partner must at all times cooperate in good faith with SolidTrust Pay to promote the SolidTrust Pay Digital Wallet Services, and must not carry out any of the following activities when participating in the SolidTrust Pay Rewards Programme: **(A)** The Partner shall not offer, promote or market the SolidTrust Pay Rewards Programme or the SolidTrust Pay Digital Wallet in countries where SolidTrust Pay is prohibited or restricted from offering those services (as amended from time to time). **(B)** The Partner shall ensure that it shall comply with all applicable laws, licences, regulations and codes of conduct applicable to the promotion and marketing of the SolidTrust Pay Rewards Programme. **(C)** The Partner shall not, represent itself as an agent or authorized representative of SolidTrust Pay or otherwise make representations on behalf of SolidTrust Pay. **(D)** Unless authorized by SolidTrust Pay in writing, it shall not promise to pay or pay any cashback or any other financial compensation that is designed to incentivize potential Referred Users **(E)** when promoting and referring the SolidTrust Pay Digital Wallet; or **(F)** based on the volume of transactions to be processed by potential Referred Users. **(G)** Unless authorized in writing by SolidTrust Pay, it shall not take any action designed to induce, encourage, cause, or propose to existing, active SolidTrust Pay Account Holders to modify their existing terms with SolidTrust Pay or terminate their existing relationship with SolidTrust Pay for the purposes registering a new SolidTrust Pay Account which shall be included to the Referral Account for the sole purpose of generating Commission for the benefit of the Partner. **(H)** The Partner shall

not cause, endorse, advise or approve any type of practice that enables itself or Referred Users to breach or circumvent any of SolidTrust Pay's security or verification procedures, which includes, but is not limited to making fraudulent or abusive transactions, and opening multiple accounts in breach of the SolidTrust Pay Account Terms of Use and the SolidTrust Pay Leader's Club Terms.

SolidTrust Pay 2018 - End of document.