

## **Affiliate Agreement**

As a prospective Affiliate for Puli Trading LLP (“Puli Trading” or the “Company”), I understand and agree to the following terms and conditions:

1. I understand that this application and agreement is subject to acceptance by Puli Trading. Upon acceptance by Puli Trading, these Terms and Conditions, together with the Puli Trading Policies and Procedures, and the Puli Trading Compensation Plan

(the “Compensation Plan”), all of which are incorporated by reference, shall constitute the entire agreement (the “Agreement”) between Puli Trading and myself and the Agreement supersedes any prior or existing oral or written agreements. I certify that I have read and understand these Terms and Conditions, the Policies & Procedures and the Compensation Plan.

2. I agree to be bound by any changes to these Terms and Conditions, the Policies and Procedures and the Compensation Plan that Puli Trading, in its sole discretion, may announce from time to time. Notification of any changes or amendments shall be posted on the Puli Trading corporate website and become effective 30 days after publication (the “Effective Date”). The continuation of my Puli Trading business or my acceptance of bonuses or commissions after the Effective Date shall constitute my acceptance of any and all changes or amendments to the Agreement.

3. I am an Independent Contractor responsible for my own business activities without direction or control from Puli Trading. I UNDERSTAND THAT I AM NOT AN EMPLOYEE OF PULI TRADING AND I WILL NOT BE TREATED AS AN EMPLOYEE FOR TAX PURPOSES. I recognize that it is my responsibility to pay self-employment tax and income taxes as required by law. I acknowledge that Puli Trading, is not responsible for income withholding and that it will not withhold or deduct any tax from my bonuses or commissions.

4. The term of this Agreement is one (1) year. The Agreement will automatically renew for an additional one year term(s) unless terminated by either party. I understand that I have the right to terminate this Agreement at any time, with or without reason, by submitting written notice of termination to Puli Trading. I further understand that if this Agreement is voluntarily or involuntarily terminated for any reason, I will permanently

lose all rights as a Puli Trading Agent, including but not limited to the right to sell Puli Trading products and services and the right to receive commissions and bonuses resulting from my sales activities and the sales activities of my downline organization. In the event of any termination or nonrenewal, I waive any rights, including any property rights, to my downline organisation or to any bonuses, commissions or other remuneration derived through the sales and other activities of my former downline organisation.

5. I understand and agree that customers I procure on behalf of Puli Trading are customers of Puli Trading.

6. I will not make any statements or representations about Puli Trading products or services or the Puli Trading Compensation Plan other than those contained in official Puli Trading literature. I will represent the Puli Trading Compensation Plan fairly and completely, emphasising that sales to ultimate consumers are a prerequisite to Agents being remunerated. ( See Appendix A for the Compensation Plan )

7. I acknowledge that no representations or guarantees have been made to me by Puli Trading, its officers, or any Agent of Puli Trading concerning how much money I may or will earn as a Puli Trading Agent.

8. I understand that the Agreement does not constitute the sale of a franchise, there are no exclusive territories granted to me and I am not acquiring any interest in a security.

9. I understand that the terms of this Agreement, including the Policies and Procedures, are strictly enforced. Violation of any provision may be grounds for termination of my Agreement. I understand that I must be in good standing and not in violation of any term of this Agreement in order to be eligible to receive any bonuses or commissions from Puli Trading.

10. I authorise Puli Trading to use my name, photograph, video, testimonial, personal story and/or likeness in any Company advertising or promotional materials, including use on the internet and waive all claims for remuneration for such use. This authorisation may be cancelled by me at any time by written notice to Puli Trading.

11. I understand that to become an Affiliate able to sell the products and services of Pul Trading I must first be an investor of Puli Trading.

12. I will not use the Puli Trading name, or the Puli trading trademarks, trade names, logos, sales materials, company literature or any web-site content, except in materials provided by Puli Trading or approved in writing by Puli Trading prior to their use by me. I understand that any unauthorized use or duplication of Puli Trading trade names, trademarks or copyrighted materials is a violation of this Agreement and applicable UK Laws. The Policies and Procedures contains additional information regarding Puli Trading trademarks.

13. I will not market, promote or sell Puli Trading products or services in any unauthorized manner including social media platforms, e-commerce sites or retail stores. The Policies and Procedures contains additional information.

14. I understand that Affiliates cannot have duplicate PAMM accounts of themselves, and they can't refer themselves under themselves. They are allowed multiple account under different entities e.g one for their LTD Company and one for their person, but again can't refer one of their entities under another one of their entities.

15. An Affiliate may not delegate or subcontract any obligations or duties under this Agreement without the prior written consent of Puli Trading. Any attempt to transfer or assign this Agreement without the express written consent of Puli Trading renders this Agreement voidable at the option of Puli Trading and may result in termination of this Agreement.

16. Indemnification. I agree to indemnify and hold Puli Trading, its agents, and their respective officers, directors and employees harmless from any and all claims,

damages, expenses, fines, penalties, lawyers' fees or liability arising from or relating to the promotion or operation of my Puli Trading business and any activities related to it, including but not limited to any unauthorized representations or dubious activities.

17. Notice: Any communication or notice pursuant to this Agreement given by a party to the other party shall be in writing and shall be either (i) personally delivered; (ii) delivered by electronic communication, whether by email or fax; (iii) delivered by registered or certified mail, postage prepaid, return receipt requested; or (iv) delivered by overnight express delivery service to the address provided in this Agreement. Any such communication, notice or consent shall be deemed to have been duly given or served on the date personally served if by personal service or overnight delivery, on the date of confirmed dispatch if by electronic communication, or on the date shown on the return receipt or other evidence of delivery, if mailed.

18. This Agreement shall be governed by and construed in accordance with the laws of the United Kingdom without regard to conflicts of law principles.

19. Waiver of Class Action: As part of the consideration provided for the opportunity of being an Affiliate, I expressly waive and disclaim any right to bring any claim in any and all forums as a class action or as a private attorney general. I shall not serve as a class Agent or a member of a class in any litigation adverse to Puli Trading

20. Neither party to this Agreement shall be liable for loss of anticipated profits or consequential, incidental, exemplary or punitive damages in connection with any claim arising from this Agreement and the parties waive their respective right to seek such damages.

21. I agree that any claim by an Affiliate against Puli Trading for any alleged act or omission relating to or arising from this Agreement must be brought within one year from the date of the alleged conduct giving rise to the cause of action and that failure to bring such action within such time shall bar all claims against Puli Trading related to any such alleged act or omission.

22. Any waiver by either party of any breach of this Agreement must be in writing. Waiver of any breach shall not be construed as a waiver of any subsequent breach.

23. THE PARTIES TO THIS AGREEMENT AGREE THAT ANY CLAIM OR DISPUTE ARISING UNDER OR RELATING TO THIS AGREEMENT, INCLUDING ANY CLAIMS RELATED TO THE PULI TRADING COMPENSATION PLAN, PULI TRADING PRODUCTS OR SERVICES, THE RIGHTS AND OBLIGATIONS OF THE PARTIES WITH RESPECT TO THIS AGREEMENT, OR ANY OTHER CLAIMS RELATING TO THE PERFORMANCE OF EITHER PARTY UNDER THIS AGREEMENT SHALL BE RESOLVED BY BINDING ARBITRATION IN SHEFFIELD, UNITED KINGDOM PURSUANT TO THE COMMERCIAL RULES OF THE UNITED KINGDOM ARBITRATION ASSOCIATION, WITH EACH PARTY BEARING ITS OWN COSTS.

Although this agreement is made and entered into between the Agent and Puli Trading LLP, the owners, members, managers, and employees of Puli Trading LLP (“Related Parties”) are intended third party beneficiaries of the Agreement, including this agreement to arbitrate. This provision shall not restrict any party from seeking preliminary or permanent injunctive relief in a court of competent jurisdiction, provided, however, that the sole and exclusive venue for any court proceedings shall be in Sheffield, United Kingdom. This agreement to arbitrate shall survive any termination or expiration of this Agreement. The prevailing party in any dispute arising under or relating to this Agreement shall be entitled to recover its reasonable Lawyers fees.

24. Severability: If any provision of the Agreement is held to be invalid or unenforceable, the remainder of the Agreement will be interpreted to effect the intent of the parties and the remaining provisions of the Agreement shall remain in full force and effect.

Notice of Cancellation: You may CANCEL this transaction, without penalty or obligations within FOURTEEN (14) BUSINESS DAYS.

By signing below, the Agent and Puli Trading agree to enter into this agreement and agree to enter into the terms described herein.

Affiliate

Signature

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Date

Representative Puli Trading

Signature

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Date