



Affiliate agreement

This agreement is effective on the date an application is made at www.aether-mobile.com.

Definitions

In this Agreement the following terms shall have the following meanings:

- a. "The Principal" means æther LLC
- b. "The Agent" means the Affiliate Program Applicant
- c. "The Business" means the promotion and sale of the Products and Services by the Agent on behalf of the Principal in the Territory and all related matters.
- d. "Confidential Information" means all information that may be imparted in confidence or be of a confidential nature relating to the business or prospective business, plans or internal affairs of the Principal.
- e. "Intellectual Property" means all or any trademarks or applications for any such marks, trade names, patents or applications for the grant of any such patents, know-how, being technical or otherwise, copyright or designs belonging to the Principal.
- f. "The Products" means Global Roaming SIM service provided by æther mobile as the same may be amended from time to time.
- g. "The Term" means the period of twelve (12) months starting on the date of application and ending 12 months after that date
- h. "The Territory" means Worldwide.
- i. "Site" means a World Wide Web site and, depending on the context, refers either to the æther mobile site, located at the URL www.aether-mobile.com, or to any site that the Agent will link to www.aether-mobile.com (and which the Agent will identify in the Program application).
- j. "The Program" means the æther LLC Affiliate Program.

WHEREBY IT IS AGREED as follows:

The Agent wishes to act as an affiliate for the Principal in the sale of Global Roaming SIM cards and related services on the terms of this Agreement.

1. Enrolment in the Program

To begin the enrolment process, the Agent will submit a completed registration application via the Principal's site. The Principal will evaluate the application in good faith and will notify of the acceptance or rejection. The Principal may reject any application if it is determined (at the Principal's sole discretion) that the Agent's site is unsuitable for the Program. Unsuitable sites include (but not limited to) those that:

- a. promote sexually explicit materials
- b. promote violence
- c. promote discrimination based on race, sex, religion, nationality, disability, sexual orientation, or age
- d. promote illegal activities
- e. include "æther mobile" or variations or misspellings thereof in their domain names
- f. doesn't show any content at all
- g. otherwise violate intellectual property rights

If the Principle rejects your application, Agent is welcome to reapply to the Program at any time. Agent should also note that if the Principle accepts the Agents application and the Agent's site is thereafter determined (in our sole discretion) to be unsuitable for the Program, we may terminate this Agreement.

2. Appointment

- a. The Principal appoints the Agent for the Term as a Non Exclusive Agent of the Principal for the sale of the Products and/or Services in the Territory.
- b. The Agent shall solicit and obtain orders for the Products and/or Services on the Principal's behalf in accordance with prices from time to time specified by the Principal.
- c. The Principal reserves the right to vary the specification and/or the price of the Products and/or Services and to withdraw products and/or services from and/or add products and/or services to the range of products and/or services.
- d. The Principal reserves the right to sell direct to customers and to appoint other agents in the Territory.

- e. The Agent is permitted to promote itself as an authorized agent of the Principal providing all terms and conditions mentioned in the agreement are adhered to.

3. Partnership

- a. The parties are neither partners nor is this a joint venture, nor is the Agent an employee of the Principal.
- b. The Agent shall be solely responsible for payment of all wages, salaries, national insurance, PAYE (or equivalents in any jurisdiction) and payments to be made in respect of its employees, if any, and hereby grants the Principal an indemnity in respect of any claim or loss the Principal may suffer in respect of such matters.

4. Principles Obligations

The Principal agrees with the Agent throughout the term:

- a. To act dutifully and in good faith
- b. To inform the Agent within a reasonable time, the acceptance or refusal period, any commercial transaction which the Agent has procured.
- c. To supply the Products (subject to availability) in accordance with orders obtained by the Agent and to ensure that such Products:
 - d. Comply with relevant governmental or other regulations in the Territory.
 - e. Are of merchantable quality.
 - f. Are invoiced at the current price list or other pricing policy of the Principal as notified to the Agent.
 - g. Are delivered promptly.
 - h. Are sold in conjunction with the Principles Standard Terms and Conditions.
 - i. To provide customers with an adequate after sales service by providing assistance in relation to servicing, maintenance, repair or replacement of the Products.
 - j. To support the Agent in promoting and advertising the Products and/or Services in the Territory in such manner as it considers appropriate and to supply the Agent with sufficient instruction manuals, samples, technical and marketing information and brochures as necessary.
 - k. To inform the Agent of any price changes.
 - l. To provide and promptly to update information about the Products and Services and specifically to notify the Agent of any variations in the specification of the Products and Services or any changes in the range of products and/or services
 - m. To provide customers with a guarantee against defects in the manufacture or installation of the Products

5. Links on the Agent's Site

Once an Agent has been notified that their application has been accepted into the Affiliate Program, the Agent may provide one or more of the following types of links to the Principal site:

Product Links: the Agent may select one or more Products to list on their site. A "Product" is any prepaid telecommunications product listed on the Principal's site. The Agent must have all content, style, and placement of these references approved by the Principal. The Agent will provide a Special Link (as defined below) from each Product reference on their site to the corresponding aether-mobile.com online catalog entry. Each such link will connect directly to a single item in the Principal's online catalog. The Agent may add or delete Products (and related links) from your site at any time with our approval.

General Link to aether-mobile.com Home Page: The Agent may provide a general link on their site to the Principals home page at <http://www.aether-mobile.com>.

The Principal will provide the Agent with guidelines and graphical artwork to use in linking to the Principal's home page. To permit accurate tracking, reporting, and commission accrual, the Principal will provide you with special script link formats to be used in all links between the Agent's site and the Principal's site. The Agent must ensure that each of the links between the Agents site and the Principal's site properly utilizes such special link formats. Links to the Principal's site placed on the Agent's site pursuant to this Agreement and which properly utilize such special link formats are referred to as "Special Links". The Agent will earn commissions only with respect to activity on the Principal's site occurring directly through Special Links; we will not be liable to the Agent with respect to any failure by the Agent to use Special Links, including to the extent that such failure may result in any reduction of amounts that would otherwise be paid to the Agent pursuant to this Agreement.

The Agent acknowledges that, by participating in the Affiliates Program and placing any of the above links within their site, aether-mobile.com may receive information from or about visitors to the Agent's site or communications between the Agent's site and those visitors. The Agent's participation in the Principal's Affiliate Program constitutes the Agent's specific and unconditional consent to and authorization for the Principal's access to, receipt, storage, use, and disclosure of any and all such information, consistent with the policies and procedures set forth in the Principal's Privacy Notice.

6. Agents Obligations

- a. The Agent agrees with the Principal throughout the term:
- b. To protect and promote the interests of the Principal and to act dutifully and in all good faith.
- c. Not to be concerned or interested either directly or indirectly in the supply of goods and/or services which are similar to or competitive with the Products and/or Services of the Company.
- d. To use all reasonable commercial efforts to obtain orders for the Products and/or Services in the Territory
- e. That the services performed under this Agreement shall be performed using reasonable skill and care, and of a quality conforming to generally accepted industry standards and practices.
- f. Not to pledge the credit of the Principal;
- g. Not to make any representations, warranties or guarantees to customers in respect of the Products and/or Services except where specifically authorised in writing by the Principal;
- h. Not to use the Intellectual Property of the Principal otherwise than in accordance with this Agreement.
- i. To keep the Principal informed of any improper or wrongful use in the Territory of the Intellectual Property of the Principal and not to cause or permit anything which may damage or endanger such Intellectual Property.
- j. To maintain proper records and/or sales reports in relation to the sale of the Products and/or Services and to supply to the Principal from time to time upon request, records and/or sales reports and other information relating to the Business and to comply with all reasonable instructions given by the Principal.
- k. To comply with all applicable laws and requirements of any governmental or regulatory authority applicable to the Business.
- l. To enter into a new agreement at the end of the term of this agreement, in order that commission can continue to be paid against orders generated by the Agent.
- m. To remain bound by the terms of the Agreement throughout the term of the Agreement, and any/all subsequent agreements.
- n. In addition, the Agent may not:
 - i. directly or indirectly offer any person or entity any consideration or incentive (including, without limitation, payment of money (including any rebate), or granting of any discount or other benefit) for using Special Links on the Agent's site to access the Principal's site (e.g., by implementing any "rewards" program for persons or entities who use Special Links on your site to access our site);
 - ii. post any Special Links on any Web site or other platform that is accessible through any Internet Access Appliance;
 - iii. read, intercept, record, redirect, interpret, or fill in the contents of any electronic form or other materials submitted to the Principal by any person or entity;
 - iv. in any way modify, redirect, suppress, or substitute the operation of any button, link, or other interactive feature of the Principal's site;
 - v. make any orders or subscription requests, or engage in other transactions of any kind on the Agent's site on behalf of any third party, or authorize, assist, or encourage any other person or entity to do so;
 - vi. take any action that could reasonably cause any customer confusion as to the Principal's relationship with the Agent, or as to the site on which any functions or transactions (e.g., search, order, browse, and so on) are occurring; or
 - vii. post or serve any advertisements or promotional content around or in conjunction with the display of our site (e.g., through any "framing" technique or technology or pop-up windows), or assist, authorize, or encourage any third party to take any such action. If we determine, in our sole discretion, that you have engaged in any of the foregoing activities, we may (without limiting any other rights or remedies available to us) withhold any commissions otherwise payable to you under this Agreement and/or terminate this Agreement.

7. Orders

- a. Any orders received for the Products as a result of referrals by the Agent's site shall be payable to the Principal.
- b. Goods will only be despatched upon cleared funds.
- c. The Principal shall have the right to refuse any order on any grounds but shall advise the Agent in writing within fourteen days of receipt of an order of its reason for non-acceptance.
- d. The Principal shall be responsible for all aspects of order processing and fulfilment. The Principal will prepare order forms, process payments, cancellations, and returns, and deal with all customer service enquiries.
- e. The Principal will track sales made to customers who purchase Products by using Special Links from the Agent's site to the Principal's site and will make available reports summarizing this sales activity. The form, content, and frequency of the reports may vary from time to time in our discretion.
- f. The reports are available on our website.

8. Commission

- a. The Agent shall be paid a commission by the Principal of 10% of each sale procured by the Agent within the Territory during the Term. The commission shall be net of expenses in relation to postage and packing, carriage, freight, insurance, VAT or any other tax, import or duty levied on the Products and/or Services.
- b. The Agent shall be paid a commission by the Principal of 10% of each credit top up requested by customers generated by the Agent within the Territory during the Term. The commission shall be net of expenses in relation to postage and packing, carriage, freight, insurance, VAT or any other tax, import or duty levied on the Products and/or Services.
- c. No commission shall be payable in respect of orders not accepted by the Principal.
- d. The Agent shall be paid the Commission by the Principal 60 days end of month after an order has been accepted by the Principal.
- e. The Principal shall provide the Agent with a commission statement which is accessible on the Principal's website via secure login details
- f. Commission payments shall be paid exclusive of Tax.
- g. The Agent will not negotiate or make contact with a customer generated by another Agent or an ex-Agent to whom the Principal continues to be liable for commission.
- h. Commission will not be due on orders which are subsequently cancelled either by the customer or the Principal.
- i. Following termination of this Agreement in accordance terms in this Agreement the Agent shall be entitled to commission on all orders which reach the Agent or the Principal prior to the date of termination and on all orders arising from the Agent's efforts prior to the termination and which have concluded within a period of one month of the date of termination.
- j. The Agent shall not be entitled to reimbursement by the Principal of any out of pocket expenses incurred by the Agent in connection with his duties and responsibilities under this Agreement.
- k. The Agent or his authorised representative shall be entitled, on giving reasonable prior notice to the Principal to inspect the books of account of the Principal and all other such records or documents necessary to check the amount of commission due to the Agent. The Agent shall keep all such information obtained strictly confidential.
- l. We will only pay commissions on such Products after order, payment and shipping have occurred.
- m. We will not pay commissions on any Products that are added to a customer's Shopping Cart after the customer has re-entered the Principal's site (other than through a Special Link), as determined by us, even if the customer previously followed a link from your site to our site.
- n. You may not purchase products during sessions initiated through the links on your site for your own use, for resale or commercial use of any kind. This includes orders for customers or on behalf of customers or orders for products to be used by you or your friends, relatives, or affiliates in any manner. Such purchases may result (in our sole discretion) in the withholding of commission or the termination of this Agreement. Products that are eligible to earn commission under the rules set forth above are referred to as "Qualifying Products."
- o. The Agent should provide bank details to enable the Principal to make payments via BACS. Payments made are subject to the Principal's standard terms and conditions. If the commissions due are less than \$100, the Principal will hold payment until the total amount due is at least \$100 or (if earlier) until this Agreement is terminated. In calculating commissions, the Principal will deduct the corresponding commission from the Agents next payment if a Product that generated a commission is returned by the customer, disputed by the customer or charged back by the credit card processor. If there is no subsequent payment, we will send you a bill for the commission.

9. Policies and Pricing

- a. Customers who buy products through this Program will be deemed to be customers of the Principal.
- b. All rules, policies, and operating procedures of the Principal concerning customer orders, customer service, and product sales will apply to those customers.
- c. The Principal may change policies and operating procedures at any time. For example, the Principal will determine the prices to be charged for products sold under this Program in accordance with the Principal's own pricing policies. Product prices and availability may vary from time to time. Price changes may affect Products that you have listed on your site. It is the responsibility of the Agent to check product prices. We will use commercially reasonable efforts to present accurate information, but we cannot guarantee the availability or price of any particular product.

10. Identifying yourself as an Affiliate

- a. The Agent may not issue any press release with respect to this Agreement or participation in the Program, without prior written consent from the Principal. Such action may result in termination from the Program.
- b. The Principal will make available a small graphic image that identifies the Agent's site as a participant in the Principal's Affiliate Program. The Agent must display this logo somewhere on their site. The Principal may modify the text or graphic image of this notice from time to time.

- c. The Agent may not in any manner, misrepresent or embellish the relationship between the Principal and the Agent, or express or imply any relationship or affiliation between the Principal and the Agent or any other person or entity except as expressly permitted by this Agreement (including by expressing or implying that the Principal supports, sponsors, endorses, or contributes money to any charity or other cause).

11. Limited License

- a. The Principal grants the Agent a nonexclusive, revocable right to use the graphic image and text supplied and such other text or images for which the Principal grants express permission, solely for the purpose of identifying the Agent's site as a Program participant and to assist in generating Product sales.
- b. The Agent may not modify the graphic image or text, or any other of the Principal's images in any way.
- c. The Principal reserves all of rights in the graphic image and text, any other images, trade names and trademarks, and all other intellectual property rights.
- d. The Principal may revoke your license at any time by giving you written notice.

12. Responsibility for the Agents Site

- a. The Agent will be solely responsible for the development, operation, and maintenance of the Agent's site and for all materials that appear on the Agent's site.
- b. For example, the Agent will be solely responsible for:
 - i. The technical operation of the Agent's site and all related equipment
 - ii. Creating and posting Product descriptions on the Agent's site and linking those descriptions to the Principal's catalog
 - iii. The accuracy and appropriateness of materials posted on the Agent's site (including, among other things, all Product-related materials)
 - iv. Ensuring that materials posted on the Agent's site do not violate or infringe upon the rights of any third party (including, for example, copyrights, trademarks, privacy, or other personal or proprietary rights)
 - v. Ensuring that materials posted on the Agent's site are not libellous or otherwise illegal
 - vi. Ensuring that the Agent's site accurately and adequately discloses, either through a privacy policy or otherwise, how the Agent collects, uses, stores, and discloses data collected from visitors, including, where applicable, that third parties (including advertisers) may serve content and/or advertisements and collect information directly from visitors and may place or recognize cookies on visitors' browsers.

We disclaim all liability for these matters. Further, you will indemnify and hold us harmless from all claims, damages, and expenses (including, without limitation, attorneys' fees) relating to the development, operation, maintenance, and contents of your site.

13. Termination

- a. This Agreement shall start on the day of application via the Principal's website until terminated by either party giving to the other, in writing not less than 30 days notice to coincide with the end of the calendar month.
- b. This Agreement shall terminate forthwith upon service of written notice to that effect in any of the following circumstances:
 - i. If the other party ceases to be able to pay its debts in the ordinary course of its business, or enters into an arrangement with its creditors
 - ii. If the other party enters into an Agreement of any kind with any of the Principal's competitors
 - iii. If either party commits a breach of any of the Terms or Conditions of this Agreement and the breach (if capable of remedy) is not remedied within thirty days of being notified to do so by the other party
 - iv. If the Agent goes into liquidation either compulsory or voluntary or if a receiver is appointed in respect of all or any of its assets
 - v. If a resolution is passed or an order is made for the winding up of the Agent;

14. Termination consequences

- a. The Agent shall be entitled to commission only in respect of orders obtained by them and handed over to the Principal before the date of termination and not in respect of orders handed over to the Principal after that date.
- b. On the expiry or other termination of this Agreement the Agent undertakes to return to the Principal, at the Principal's expense, all Products, product information, samples, publicity promotional and advertising material, marketing and technical information and instruction books which are in the Agent's possession.
- c. For the avoidance of doubt the Agent shall have no right to any compensation upon termination of this Agreement.
- d. Commission shall not be paid to the Agent after the date of Termination of the Agreement.

15. Confidentiality

- a. The Agent undertakes not to divulge or allow to be divulged, at any time during the course of or following termination of this Agreement, any Confidential Information relating to the goods and/or services, including business affairs of the Principal to any third party without the consent of the Principal

16. Assignment

- a. This Agreement and all rights under it may not be assigned or transferred by the Agent.

17. Force Majeure

- a. Neither party shall be liable to the other for any failure to perform any obligation under this Agreement which is due to an event beyond the control of such party including, but not limited to, act of God, war, insurrection, riot, and civil unrest, act of civil or military authority. Any party affected by such event shall forthwith inform the other party of the same in writing and shall use all reasonable endeavours to comply with the terms of this Agreement.
- b. Where such event renders performance impossible for a continuous period of not less than six months, the other party shall be entitled to terminate this Agreement by serving one month's notice in writing.

18. Notices

- a. Any notices to be served on either of the parties by the other shall be sent by prepaid recorded delivery or registered post to the address of the other party stated in this Agreement.

19. Governing Law

- a. This Agreement shall be governed by and construed in accordance with the law of Delaware, USA and the parties hereto hereby submit to the exclusive jurisdiction of the courts of the USA.

20. Miscellaneous

- a. This Agreement supersedes all other agreements pertaining to the contemplated transaction and constitutes the entire agreement of the parties regarding such matters and there are no other oral or written statements and promises upon which any party hereto is relying, other than what is set forth herein in writing or referred to herein.
- b. The failure of either party to this Agreement to object to or to take any affirmative action with respect to any conduct of the other which is in violation, breach, or default of the terms hereof, shall not be construed as a waiver thereof, nor of any future breach or subsequent violation, breach or default.
- c. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Delaware, USA without reference to principles of choice of law, conflict of laws or comity.
- d. The parties to this Agreement hereby consent to the jurisdiction of the courts of the state of Delaware, USA, in any suit, action or proceeding arising from this Agreement, and waive any objection which any of them may have to the laying of the venue of any such suit, action or proceeding in Delaware, USA.
- e. In the event that any suit is filed because of a dispute or disagreement under this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, costs and disbursements incurred in such suit or action from the other party.
- f. This Agreement shall be deemed for all purposes to have been jointly drafted by the parties hereto.
- g. In the event of any dispute hereunder no party shall be entitled to have any provision hereof construed more strictly against any other party hereto.
- h. In the event any clause or provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws effective during the term hereof, then and in that event, it is the intention of the parties hereto that the remainder of this Agreement shall not be affected thereby.
- i. The Principal reserves the right to revise these Terms & Conditions at any time. The most up-to-date version will be accessible on our website. It is the responsibility of the Agent to regularly check for changes.