

CONTRACT OF AFFILIATION TO MANAGERNFT (UNITOS)
("Affiliation Agreement")

WHEREAS:

- a. **MANAGERNFT.IO** (<https://www.managernft.io>) is an online game platform created by **UNITOS INTERNATIONAL USA, LLC**, with its registered office in Wilmington, County of New Castle, State of Delaware, and its branch office in Italy at _____ (hereinafter **MANAGERNFT**).
- b. When registering, MANAGERNFT's customers automatically receive a LINK REF and, by accepting the promotion of the products and services offered by MANAGERNFT.IO, they become **AFFILIATES**.
- c. **AFFILIATE** is the natural or legal person who intends to promote the products and services offered by MANAGERNFT.IO by directing potential new customers to its website (<https://www.managernft.io>), which is assigned a REF LINK when registering on the MANAGERNFT.IO Platform.
- d. The **AFFILIATE** accepts the terms and conditions, and expressly approves the clauses set out in Articles 1. (Remuneration), 6. (Obligations of the franchisee), 7. (Obligations of the parties), 8. (Breach of obligations of the parties), 9. (Express termination clause), , 13 (Applicable law - Jurisdiction) of the Affiliation Agreement and also accepts any amendments, corrections, revisions and/or changes that **MANAGERNFT** may at its discretion make in the future, subject to express notification to AFFILIATES of changes to the AGREEMENT in the AFFILIATE **CONTRACT** section. The AFFILIATE acknowledges that the Affiliation Agreement to which he/she adheres is the one published and visible on the website <https://www.managernft.io> in the "**AFFILIATE CONTRACT**" section.
- e. The aforementioned Recitals form an integral part of this Affiliation Agreement.

1. DEFINITIONS

- 1.1. The **SETTINGS** section is the AFFILIATE section on the MANAGERNFT website (<https://www.managernft.io>), where details of the COMMISSIONS generated are shown.
- 1.2. The **COMMISSION** is the payment to which MANAGERNFT is liable to the AFFILIATE to the extent determined by the AFFILIATE through the AFFILIATION PLAN chosen.
- 1.3. The **COOKIE** is the indispensable element for MANAGERNFT to be able to link the customer to the AFFILIATE (see Article 4) and award him/her the corresponding **COMMISSION**. When the potential customer clicks on the AFFILIATE's REF LINK, a **COOKIE** (small text file) is installed on the customer's browser and device (PC, tablet, smartphone, etc.).
- 1.4. The **REF LINK** (or AFFILIATE LINK) is a unique URL link assigned at the time of registration to the AFFILIATE by MANAGERNFT directly or by means of external software commissioned by MANAGERNFT; it is used by the AFFILIATE through the PROMOTIONAL TOOLS (banners, websites, social accounts, etc. managed by the AFFILIATE) to direct potential new customers to the website <https://www.managernft.io> and by MANAGERNFT to identify new customers attributable to the promotional activity carried out by the AFFILIATE;
- 1.6. The **AFFILIATION PLAN** is the economic content of the Affiliation Agreement and provides for the payment of a COMMISSION to the AFFILIATE based on the chosen affiliation plan, which can always be changed, from the SETTINGS section and which is actually active at the time of the tracking of the ACTIVE USER for revenue generated for MANAGERNFT by new customers that can be traced back to the AFFILIATE's LINK REF. Changes to the AFFILIATE PLAN made by the AFFILIATE bind each ACTIVE USER.
- 1.7. **REGISTRATION** is the online procedure followed by the Client to register on the MANAGERNFT.IO platform, by entering his data. For Registration, the procedure requires the express adhesion of the AFFILIATE to the Affiliation Agreement. At the end of Registration, the Customer acquires the references for accessing the platform and is assigned the LINK.REF.
- 1.8. **PROMOTIONAL INSTRUMENTS** are the **banners**, websites, social accounts, etc. operated by the AFFILIATE and any other means used by them to promote the services of MANAGERNFT.

1.9. **TRACKING** is the activity through which - with the aid of special software tools and computer techniques - it is possible to trace or not a user registered on the MANAGERNFT website to a specific LINK REF as defined above.

1.10. **GENERAL USER** is the registered user of the MANAGERNFT website who is not traceable to the AFFILIATE'S REF LINK.

1.11. **ACTIVE USER** is the user who can be traced back to the AFFILIATE's REF LINK and who has activated one of MANAGERNFT's subscription profiles and whose subscription has not been refunded.

2. OBJECT OF THE CONTRACT

2.1. The purpose of the Affiliation Agreement is to promote the activation of new users for the MANAGERNFT website (<https://www.managnft.io>) as well as to promote the products and services that MANAGERNFT may offer on the website from time to time. The AFFILIATE shall, at its own expense, in complete autonomy and with its own means of organisation, use the LINK REF - uniquely assigned to it by MANAGERNFT and which directs potential new customers to the website <https://www.managnft.io> - for this activity.

2.2. The signing of the Affiliation Agreement expressly excludes any relationship of partnership, association, agency or any form of co-responsibility. Neither party shall be liable in any way for the obligations assumed by the other party in the performance of the Affiliation Agreement.

2.3. The activities carried out by MANAGERNFT and the AFFILIATE in order to execute the Affiliation Agreement are autonomous and independent, except in cases of specific written consent by MANAGERNFT; MANAGERNFT and the AFFILIATE execute the Affiliation Agreement assuming each party's own business risk and neither party may be held liable for the other party's activities that are unlawful or in any way contrary to applicable laws.

2.4. In return for the aforementioned promotional activity, the AFFILIATE accrues the right to the payment of the COMMISSION as set out in the AFFILIATE'S PRESCRIPTION AND ACTIVATION PLAN.

2.5. MANAGERNFT shall grant the Affiliate a mandate without representation, so that the Affiliate shall carry out the promotion activities referred to in Clause 2.1 in its own name but in the interests of MANAGERNFT.

2.6. The performance of the activity of the Affiliation Agreement is to be understood as "*online*" promotion, carried out through (by way of example but not limited to) websites, banners, social accounts, the list of which is set out in the Membership Form on page 1.

2.7. Without prejudice to MANAGERNFT's prior written consent, the AFFILIATE is prohibited from all promotional activities involving the use of names, trademarks, logos, payoffs owned by MANAGERNFT (including, by way of example but not limited to, promotions through banners, direct web marketing, purchase/use of keywords on Google or other search engines, etc.).

2.8. The registration and/or creation of domains or pages/profiles on any web platform that are similar to or liable to be confused with the MANAGERNFT website is expressly prohibited without the prior written consent of MANAGERNFT.

2.9. The registration and/or creation of domains or pages/profiles on any web platform that use in any way elements over which MANAGERNFT has intellectual property rights (by way of example but not limited to names, trademarks, logos, etc.) is expressly prohibited, without the prior written consent of MANAGERNFT itself.

3. REMUNERATION

3.1 Commissions generated by individual **ACTIVE USERS** that can be traced back to the AFFILIATE's REF LINK will accrue and be commensurate with the active Affiliate Plan selected by the AFFILIATE at the time the ACTIVE USER can be traced back to the AFFILIATE's REF LINK.

3.2. The MANAGERNFT platform shall credit the Affiliate with the commissions immediately after the purchase of the NFT cards by the Client and these commissions may be requested at any time through the withdrawal

methods made available by the system. MANAGERNFT may decide to arrange the payment of commissions within 7 days of the affiliate's request through the various methods made available and refer to the Commissions generated by ACTIVE USERS. Commissions will always be initially credited in MNG (Domestic currency worth \$1) which the affiliate can convert and withdraw with the same deposit currency used by their clients.

3.2. In order to receive payment of the Commissions, the AFFILIATE shall first provide MANAGERNFT with appropriate documentation (Invoice or Receipt) drawn up in accordance with the tax regulations in force, if any.

3.3. The amounts shown in the AFFILIATE'S SETTINGS AREA shall be taken as the basis for the payment of fees.

3.4. In the event that the AFFILIATE engages in conduct that does not comply with applicable regulations, the provisions of the Affiliation Agreement, the Terms and Conditions of the MANAGERNFT website or good faith, MANAGERNFT may withhold the amounts accrued by the AFFILIATE as a result of such conduct. Where such amounts have already been paid, MANAGERNFT reserves the right to deduct from future payments the amounts already paid arising from such conduct, without prejudice to the right to compensation for any greater damage suffered.

3.5. MANAGERNFT reserves the right to suspend payments in all cases in which there is a well-founded suspicion of fraudulent, illegal or improper conduct by any person ascribable to the AFFILIATE'S LINK REF.

4. CUSTOMER TRACKING

4.1. The AFFILIATE receives its unique REF LINK from MANAGERNFT through its PERSONAL AREA.

4.2. The AFFILIATE is aware that the COOKIE that is installed on the USER's device and browser when the latter clicks on the REF LINK has no duration or expiry date;

4.3. The AFFILIATE is aware that any modification or alteration of the LINK REF prevents proper TRACKING of the user.

4.4. For each correctly tracked user, MANAGERNFT awards the COMMISSION to only one AFFILIATE.

5. DURATION OF THE CONTRACT

5.1. The Affiliation Agreement shall run for one year and shall be tacitly renewed from year to year unless terminated by registered letter with acknowledgement of receipt three months before the annual expiry date.

5.2. Either party may terminate the Affiliation Agreement by giving 30 days' notice, even without cause, by sending the other party written notice to that effect.

5.3. In the event of termination of the Affiliation Agreement, the AFFILIATE shall immediately cease all promotional activities for the products and services of the MANAGERNFT website, including all use of the LINK REF in any form; furthermore, all permissions and authorisations that MANAGERNFT may have granted to the AFFILIATE to carry out promotional activities shall be immediately revoked.

5.4. In the event of termination of the agreement, the AFFILIATE shall be entitled to the Commissions accrued under the terms of the Affiliation Agreement up to the date of its termination.

6. OBLIGATIONS OF THE FRANCHISEE

6.1 The AFFILIATEe may not in any way spam its LINK REF among the participants in the official social business groups, including but not limited to REDDIT, DISCORD, TELEGRAM.

6.2 The AFFILIATEe may not in any way spam its LINK REF towards already registered participants for the purpose of opening multiple accounts or having multiple personal accounts.

6.3 The AFFILIATEe may not privately contact participants who are already in the official corporate social groups by adding them to other social groups without their express permission.

6.4 The PARTICIPANT may not promote games similar to MANAGERNFT for the duration of its affiliation with MANAGERNFT.

6.5 The AFFILIATE agrees not to take any action aimed at denigrating the Company without just cause and/or in any case to take any action aimed at obtaining personal benefits to the detriment of MANAGERNFT.

7. OBLIGATIONS OF THE PARTIES

7.1. Each party undertakes to perform the Affiliation Agreement in good faith and fairness

7.2. Each of the parties declares that it is legally capable of signing and executing the Affiliation Agreement in all its parts and of fulfilling the obligations arising therefrom; the total or partial loss of the AFFILIATE's capacity to act entails the ipso jure termination of the agreement.

7.3. Each of the parties undertakes to promptly notify the other party of the loss of the conditions allowing for the proper performance of the contract, including any registrations, authorisations, licences, concessions or permits required to properly fulfil the Affiliation Agreement and the obligations arising therefrom. In this case, the contract is terminated with immediate effect.

7.4. Each party undertakes to provide the other party - upon reasoned request - with copies of the documents necessary to certify the presence or persistence of the requirements for the proper execution of the Affiliation Agreement (including any registrations, authorisations, licences, concessions or permits).

7.5. Each party undertakes to promptly inform the other party if, during the term of the Affiliation Agreement, an interest arises that conflicts with the proper performance of the agreement. In this case the other party may terminate the agreement with immediate effect.

Each party undertakes - even after termination of the contract - not to use or disclose confidential information that may have come to their knowledge during the execution of the contract, unless disclosure is necessary: a) to comply with legal obligations b) to comply with requests by Authorities or Bodies to whose powers the party is subject c) to obtain the services of professionals and/or consultants d) for the execution of the Affiliation Contract. In cases c) and d) the recipients of the information shall be subject to the same confidentiality obligations as set out in this article. In all cases where disclosure is permitted, it must be made to the minimum extent possible for the purposes for which it is intended. This paragraph applies whether or not the disclosure is potentially harmful to the other party.

Each party undertakes to hand over - at the request of the other party, both during and after termination of the contract - all material and documents owned by or relating to the other party, whether in the original or in copies, which it may have come into possession of in the course of the performance of the contract. The parties may agree that instead of physical delivery the party may provide written confirmation to the other party that the material and documents have been destroyed.

7.8. Each party agrees to indemnify the other party against liability, claims or expenses of any kind relating directly or indirectly to: (a) the party's negligence, wilful default or misconduct in respect of its performance or its warranties under the contract (b) breach of contract (c) allegations of proven or alleged illegal or unlawful activities by the party

8. BREACH OF THE FRANCHISEE'S OBLIGATIONS

8.1 The individual breach of each of the obligations of the AFFILIATE or of subjects directly or indirectly connected to the same (by way of example, Administrators and Moderators of social groups traceable to the AFFILIATE) referred to in Articles 6 and 7 of the Affiliation Agreement shall result in the breach of each of the obligations of the AFFILIATE or of subjects directly or indirectly connected to the same (by way of example, Administrators and Moderators of social groups traceable to the AFFILIATE) at the discretion of MANAGERNFT, following formal notification through the PERSONAL AREA;

i) Suspension from all official MANAGERNFT Corporate Social Groups;

- (ii) Suspension of the LINK REF and suspension of payment of commissions arising from tracking of the LINK REF;
- (iii) Closure of the gaming account associated with the AFFILIATE

9. EXPRESS TERMINATION CLAUSE

Pursuant to and for the purposes of article 1456 of the Civil Code, the Affiliation Agreement will be terminated by law, without prejudice to compensation for damages, if either party is in breach of even one of the obligations described in the Affiliation Agreement. Tolerance, even continued, by either party of conduct by the other that would justify the legal termination of the agreement shall not be understood as a waiver of any of the rights provided for in the Affiliation Agreement and by law.

10. COMMUNICATIONS

10.1. Communications between the parties under the Affiliation Agreement shall be made by e-mail, subject to the provisions of Article 5 above.

The relevant time limits - where applicable - run from the time when the party receiving the communication receives the e-mail.

10.2. The AFFILIATE shall send notices to support@managernft.io; MANAGERNFT shall send notices to the e-mail address indicated by the AFFILIATE during registration.

11. PRIVACY

11.1. With reference to the Italian and European legislation on Privacy and personal data protection, each party to the Affiliation Agreement assumes the quality of autonomous Data Controller in relation to the personal data it may collect in the execution of the contract. To this end, each of the parties undertakes to ensure that their respective data processing complies with the rules and regulations in force and to fulfil their obligations to provide information and obtain consent, where applicable.

11.2. The AFFILIATE undertakes to hold MANAGERNFT harmless from any liability and/or dispute and/or sanction proposed or put forward by anyone in relation to violations of the regulations on Privacy and the processing of personal data in relation to the data for which the AFFILIATE is the Data Controller.

11.3. If MANAGERNFT is directly or indirectly involved in proceedings, disputes, complaints, investigations, penalties, etc.. If MANAGERNFT is directly or indirectly involved in proceedings, disputes, complaints, investigations, penalties, etc. concerning violations of the Privacy Law or the processing of personal data in relation to data for which the AFFILIATE is the Data Controller or in any case for violations of the law committed by the AFFILIATE and/or its collaborators for any reason, MANAGERNFT shall recover from the AFFILIATE any amount that it has been definitively obliged to pay for any reason, without prejudice to MANAGERNFT's right to take action against the AFFILIATE for any further direct or indirect damage caused by the said violation.

11.4. With reference to the Affiliation Agreement, MANAGERNFT shall process the data provided by the AFFILIATE and the Data Controller is the person indicated in point a. of the PREMISES to the Affiliation Agreement. The processing of the AFFILIATE's data consists of the collection, recording, organisation, storage, processing, modification, selection, extraction, comparison, use, interconnection, blocking, communication, dissemination, erasure, destruction, including the combination of two or more of the above activities. The AFFILIATE may, in the manner and within the limits provided for by law, request confirmation of the existence of personal data concerning him/her, receive intelligible communication of such data, obtain information on the logic and purpose of the processing, request the updating, rectification, integration, cancellation, transformation into anonymous form, blocking of data processed in violation of the law, including data no longer necessary for the purposes for which they were collected, and in general exercise all the rights provided for by law.

12. INTELLECTUAL PROPERTY

MANAGERNFT warrants that it is the owner of the intellectual property rights relating to the data, information and content of the website and are protected by the laws in force.

13. APPLICABLE LAW. COMPETENT JURISDICTION

13.1 The Affiliate Agreement and any obligations under or payable in connection with it shall be governed by the laws of the State of Delaware in the USA.

13.2 Any dispute arising between the Parties in connection with the Membership Agreement, its interpretation, performance and validity shall be subject to the exclusive jurisdiction of the Wilmingtone Courts, to the exclusion of any alternative or competing courts.