

Partnership Agreement

1. Parties to this Agreement

1.1. This Partnership Agreement is made between the Company "Mark&Daniels", a legal entity acting on behalf of and in the interests of the mn-stage.ymca.one service, and an individual or legal entity (except stateless persons and individuals under 18 years old) (hereinafter referred to as the "Partner"), collectively referred to as the "Parties", and individually as the "Party", who have concluded this Agreement (hereinafter referred to as the "Agreement") as follows.

1.2. The Agreement enters into force from the moment the Parties become familiar with it, as well as from the moment of signing or upon clicking the "Agree" / "Accept" button.

2. AN IMPORTANT CONDITION IS YOUR AGREEMENT AND ACCEPTANCE OF THESE TERMS. BY PARTICIPATING IN THE "Mark&Daniels" PARTNERSHIP PROGRAM, YOU (THE PARTY) CONFIRM YOUR AGREEMENT WITH ALL THE TERMS OF THIS AGREEMENT. IF YOU (THE PARTY) DO NOT FIND THESE TERMS ACCEPTABLE, YOU (THE PARTY) MUST IMMEDIATELY CEASE USING THIS PARTNERSHIP PROGRAM.

3. Definitions

3.1. Client – an individual or legal entity who, based on relevant agreements with the Company, has purchased a product or service.

3.2. Partner – an individual or legal entity registered on the mn-stage.ymca.one platform, possessing rights and obligations under this Agreement and other agreements with the Company.

3.3. Partnership Program – a set of software and marketing elements through which sales of goods or services are tracked, and subsequent reward payments to the Partner are made.

4. General Provisions

4.1. Under this Agreement, the Partner acts on their behalf but in the interests of the Company, performing actions to find and attract Clients for the Company's services. The Company agrees to pay the Partner a reward as determined by this Agreement.

4.2. The Partner is not the owner or provider of services but merely acts as an intermediary between the Company, service providers, and Clients.

4.3. This Agreement under no circumstances implies the creation of a joint venture and/or employment relationship between an employer and an employee. The Partner has the right to act and present themselves solely as a Partner of the Company in relationships with third parties.

4.4. Participation in the Partnership Program is free of charge for the Partner.

4.5. The Company constantly improves and develops the services of its Partnership Program. In this regard, the Company has the right to suspend any service fully or partially for preventive measures, to improve functionality, or to modify the service.

5. Rights and Obligations of the Parties

5.1. Partner's Obligations:

5.1.1. The Partner undertakes to comply with the laws of their country of residence in the course of their activities.

5.1.2. In the event of claims from third parties regarding the Partner's activities, they undertake to resolve all possible disputes and claims promptly.

5.1.3. The Partner agrees to strictly maintain the confidentiality of their login and password for access to their personal account and ensure the security of this information.

5.1.4. If the Partner witnesses any violation of the Company's legal rights or notices actions aimed at harming the Company's interests, they undertake to inform the Company and provide all necessary assistance in protecting its interests.

5.1.5. The Partner agrees to refrain from any actions that may adversely affect the functioning of the Partnership Program. Such actions include attempts to interfere with the Company's servers, hacking security systems, or using malicious software for any purpose.

5.1.6. The Partner agrees to act in good faith and exclusively in the interests of the Company, fulfilling all obligations stipulated in this Agreement.

5.2. Partner's Rights:

5.2.1. The Partner has the right to search for potential clients that meet the Company's requirements, determine their interest in the Company's services, and provide the Company with information about these clients.

5.2.2. The Partner has the right to inform potential clients about the Company's activities and services.

5.2.3. The Partner may contribute to increasing the trust of potential clients and other interested parties in the Company and its services.

5.2.4. The Partner has the right to receive compensation from the Company under the terms of this Agreement.

5.2.5. The Partner has other rights established by this Agreement and applicable law.

5.3. Prohibitions for the Partner:

5.3.1. The Partner is responsible for ensuring that their activities comply with the laws of their country of residence and Russia.

5.3.2. The Partner is prohibited from using or distributing inaccurate, biased, or false information about the Company and its services. Providing false information may result in the suspension of the partnership.

5.3.3. The Partner must not engage in actions that may damage the Company's reputation or reduce trust in its services.

5.3.4. The Partner must not engage in actions that may cause the Company to incur liabilities to third parties who are not its clients.

5.3.5. The Partner is prohibited from advertising on websites containing information that violates human rights, promotes violence, racial discrimination, drug trafficking, human trafficking, or contains pornographic materials.

5.4. Company's Obligations:

5.4.1. The Company undertakes to promptly pay the Partner the compensation as determined by this Agreement.

5.4.2. The Company agrees to provide the Partner with necessary instructions and recommendations for fulfilling their obligations under this Agreement.

5.4.3. The Company agrees to fulfill other obligations stipulated by this Agreement.

5.5. Company's Rights:

5.5.1. The Company has the right to monitor the Partner's activities in terms of fulfilling their partnership obligations under this Agreement.

5.5.2. The Company reserves the right to unilaterally terminate this Agreement in case of a violation or failure by the Partner to comply with the terms of this Agreement, as well as in cases:

5.5.2.1. Of using advertising methods that force visitors to perform actions using deception, threats, or other methods that violate their freedom of choice.

5.5.2.2. Of actions by the Partner that negatively impact the Company's business reputation and image.

5.5.3. In case of the Partner's violation of this Agreement, the Company reserves the right to block the Partner's account with all earned rewards.

5.5.4. The Company may take other actions as stipulated by this Agreement and applicable law.

6. Income Calculation and Settlements

6.1. For completing tasks under this Agreement, the Company pays the Partner a reward as determined in this Agreement.

6.2. The Partner receives compensation from the Company based on the success of their actions and advertising campaigns.

6.3. Apart from the established reward, the Partner is not entitled to demand reimbursement for costs associated with external services, software, or services used in their advertising activities.

6.4. The right to receive a reward arises only if the following conditions are met as a whole:

6.4.1. The Partner's advertising efforts led to the successful conclusion of a transaction between the Company and a Client.

6.4.2. The transaction has been fully paid by the Company.

6.4.3. The Partner has not violated the terms of this Agreement.

6.5. The payment of rewards is made to the Partner's specified bank account within the terms specified in this Agreement after the Company approves the calculation of the reward.

6.6. Payments are made for the entire duration of the Client's usage. Each new payment by the Client for mn-stage.ymca.one services will bring the Partner a corresponding reward.

6.7. The calculation and payment of rewards should be made at least once every 15 days.

6.8. The debit of funds (reward amount) from the Company's account is considered a payment made, and the Company's obligations to pay the Partner are deemed fulfilled.

6.9. No interest is accrued on the Partner's reward balance, regardless of the payment period.

6.10. All settlements are made exclusively in USDT. Internal currency exchange is not provided.

7. Amount of Reward for Partnership

7.1. The Company pays the Partner the following reward:

7.1.1. 20% for the first payment;

7.1.2. 10% if the total amount of previous payments is between \$1 and \$749;

7.1.3. 15% if the total of previous payments is between \$750 and \$1,499;

7.1.4. 20% if the total of previous payments is between \$1,500 and \$2,499;

7.1.5. 25% if the total of previous payments is between \$2,500 and \$3,999;

7.1.6. 30% if the total of previous payments is \$4,000 or more.

8. Confidentiality

8.1. Confidentiality provisions within the "Mark&Daniels" Partnership Program comply with and are agreed upon with the Privacy Policy of mn-stage.ymca.one.

9. Responsibility and Limitation of Liability

9.1. The Company is not liable for damage or interference caused by third-party websites, software errors, or technical means used by participants, nor for damage caused by limited availability or functionality of the Internet.

9.2. The Company is liable in the following cases:

9.2.1. Intentional actions or gross negligence of its representatives or leading employees.

9.2.2. When violating key obligations that ensure the execution of this Agreement, and on which the other Party can rely.

9.3. Financial liability is limited to the compensation for actual damage agreed by the Parties or as determined by a court.

10. Duration of the Agreement

10.1. The Agreement enters into force upon conclusion and signing, as well as upon the acceptance of the terms on the Company's website.

10.2. The Agreement may be terminated at any time by mutual consent of the Parties or by one Party with prior notice of 10 calendar days.

11. Governing Law

11.1. All disputes or disagreements arising from this Agreement shall be settled by means of negotiations between the Parties.