

AFFILIATE Terms & Conditions

Affiliate (the "**Affiliate**") and Masterchannel (the "**Masterchannel**") may be referred to herein individually as "Party" and collectively as the "Parties", as parties to these terms of service (the "Terms & Conditions")

BACKGROUND

- A. The primary business of Masterchannel AS are AI-driven online mastering services ("Masterchannel Services")
- B. Affiliate is the platform signing up via the Partner tier at <https://masterchannel.ai>
- C. The Affiliate nominated in these Terms & Conditions (the "Terms & Conditions") has business interests that may benefit from providing Masterchannel Services to their users.
- D. These Terms & Conditions describes the terms under which the Affiliate will provide Masterchannel Services to their users through an integrated web page and promotional material

Terms & Conditions

1 Services Provided by Affiliate

Affiliate agrees to provide Affiliate's distribution customers ("Affiliate End Users") direct access to Masterchannel Services for the promotion on the Affiliate's platform as described in Schedule 1 Item 2.

2 Linking to Affiliate Services

Schedule 1 Item 3 describes the way in which Affiliate End users may gain access to Masterchannel Services.

3 Commissions from User Acquisition through Affiliate

Affiliate will be entitled to a commission based on the gross payments made to Masterchannel for Masterchannel Services by Affiliate End Users. The rate of this commission is specified in Schedule 1 Item 4.

4 Identifying Affiliate End Users for the Purpose of Paying Commission

The commission due will be calculated from gross payments made to Masterchannel from Affiliate End Users. Masterchannel will implement, operate, track and verify payments from Affiliate End Users at Masterchannel's cost.

5 Frequency of User Acquisition Commissions Payments to Affiliate

The frequency of calculation of the commission payable and payment of sums due to Affiliate will be as specified in Schedule 1 Item 5.

6 Commencement Date and Term of Terms & Conditions

The term of this Terms & Conditions shall commence as of the date specified in Schedule 1 Item 6 and shall continue for the period nominated in Schedule 1 Item 7 unless earlier terminated in accordance with Section 7 of this Terms & Conditions.

7 Termination

Masterchannel or the Affiliate may terminate these Terms of Services without cause by cancelling the subscription entered into by the Affiliate.

8 Control of content

Affiliate retains the exclusive right to edit, modify, accept or reject promotional material provided by Masterchannel so that it aligns with the production standards, values and objectives of Affiliate.

9 Relationship of the Parties

This Terms & Conditions does not create a joint venture, employment, agency or similar arrangement between the Parties. Neither Party has the right or power to act for or on behalf of the other or to bind the

other in any respect other than as expressly provided for in these Terms & Conditions. Either Party has the right to enter into similar relationships with other parties even if such parties may have interests competitive with those of the other Party hereto.

10 Confidentiality

Each Party acknowledges that it may disclose to the other Party, and may obtain from the other Party, certain non-public information under these Terms & Conditions that a reasonable person would understand to be confidential and/or proprietary concerning the business and/or technology involved ("Confidential Information"). All Confidential Information of the other Party shall be held in strict confidence and other than as described in this Terms & Conditions shall not be disclosed or used without the express written consent of the other Party, unless the Confidential Information disclosed hereunder becomes publicly known, or as may be required by law, including by court order or subpoena.

11 Intellectual Property Rights Retained By the Parties.

Nothing in these Terms & Conditions grants to the Affiliate or Masterchannel any Intellectual Property rights in respect of the Intellectual Property of the other Party or any related entity of the other Party. Intellectual Property is here defined as creations done by Affiliate and Masterchannel and includes, but not limited to; software code, architectural design principles, algorithms, design and/or brand name(s) (the "Intellectual Property"). Neither Party will use any Intellectual Property of the other for any purpose without the prior written consent of that Party and each Party will comply with any conditions the other may impose in relation to such Intellectual Property rights. Each Party will provide immediate written notice to the other if it becomes aware of any actual or threatened infringement of any Intellectual Property rights of the other. The Parties will provide all reasonable assistance to each other in relation to preventing any actual or threatened infringement of any Intellectual Property rights of Affiliate or Masterchannel.

12 No right to use Intellectual Property

These Terms & Conditions does not grant or imply any license to copy, use, store, set up, publicly display, publicly perform and transmit any trade names, trademarks, service marks, copyrights, content, text, images, software, functionality, page and other design and layout, media and other materials therein which are the property of Masterchannel or the Affiliate by the other, unless otherwise agreed on in writing. Any unauthorized use shall be considered a material breach of these Terms & Conditions.

13 Mutual Promotion of Interests

The Affiliate and Masterchannel mutually agree to promote the interests of the respective Parties and forbear from making, causing to be made, publishing, ratifying or endorsing any and all disparaging remarks, derogatory statements or comments made to any Party with respect to either.

14 Right to Disclose

The Parties shall have the right to disclose the existence of these Terms & Conditions, the relationship between the Parties as described in these Terms & Conditions, and to include each other's name, image and profile (collectively the "Parties' Assets") in various promotional materials, including, but not limited to, executive summaries and Parties' online communications. Any such use of the Parties' Assets shall be subject to prior written approval from the Party whose assets are being used.

15 Right to Audit

At Affiliate's sole discretion Affiliate may at any time conduct an audit of the Masterchannel's financial books and records relating to Affiliate's sales to confirm the volume and value of sales of Masterchannel Services that are attributable to leads through the Affiliate's platform or channels on which a commission to Affiliate is payable. Affiliate will nominate the auditor to undertake such an audit and will provide Masterchannel no less than 14 days' notice of the intent to conduct any audit. Any audit shall be at Affiliate's expense, except that Masterchannel shall reimburse Affiliate for the cost of the audit in the event that the Affiliate discovers underreporting and/or underpayment of ten percent (10%) or more of Affiliate's sales in the audit period.

16 Amendment

Any term of these Terms & Conditions may be amended or waived only with the written consent of all Parties.

17 Sole Terms & Conditions

These Terms & Conditions, including any schedules hereto, constitute the Terms & Conditions between the Parties and supersedes all oral negotiations and prior writings with respect to the subject matter hereof.

18 Counterparts

These Terms & Conditions may be executed in counterparts, each of which shall be deemed an original, but all of which together will constitute one and the same instrument.

19 Governing Law

These Terms & Conditions will be governed by the laws of, and the parties irrevocably submit to the non-exclusive jurisdiction of the courts of Oslo, Norway.

20 Notices

Written notices under the terms of these Terms & Conditions are to be served to the Parties respective email addresses.

White Labeling Terms & Conditions

SCHEDULE 1

No.	Item	Details
1.	Terms & Conditions Affiliate.	The person or company entering this agreement, based on the user information from Masterchannel Services.
2.	Affiliate's services to be used with Masterchannel	The Affiliate's online platform/website and online communication channels which may include email mailers, website and social media ("Affiliate Services")
3.	Method of promoting the Masterchannel services within Affiliate.	Masterchannel will build a dedicated web component where Affiliate End Users can access and pay for Masterchannel services.
4.	Affiliate commission calculation	<p>Affiliate shall receive the agreed commission below from all payments acquired through the Affiliate Services. The commission rate is as follows:</p> <ul style="list-style-type: none"> - 40% of every sale made through the dedicated web page <p>Affiliate will be in charge of setting the price for the Masterchannel Services. The price cannot go lower than \$4.</p>
5.	Frequency of commission calculations and payment	Commission from sales will be calculated at the end of each third month (and shall include the last day of the third month) and be due and payable by Masterchannel within 30 days of receipt of invoice. Masterchannel will provide Affiliate regular monthly reports on usage of and revenue generated from Masterchannel Services.
6.	Terms & Conditions Effective Date	Date and time of activating 'Partner'-tier (the "Effective Date")
7.	Period of Terms & Conditions	These Terms & Conditions shall remain in effect indefinitely unless terminated in accordance with section 7.

END OF SCHEDULE 1