

Emaan Qirat Family Member (EQFM) Program Agreement

This agreement (the “**Agreement**”) is between:

1. *Emaan Qirat Limited*, a company incorporated and registered in England and Wales with company number 10969706 whose current office are located in 71-75 Shelton Street, Covent Garden, London, WC2H 9JQ, United Kingdom; and
2. *Emaan Qirat England Private Limited*, a company registered in the Democratic Socialist Republic of Sri Lanka with company number PV 117059 with registered address of; Level 12 Parkland Building, 33 Park Street, Colombo 00200, Sri Lanka.

(both companies collectively referred to as the “**Company**”);

and

3. The interested parties (the “**Member**”), for participation in the Company’s ‘Emaan Qirat Family Member’ (**EQFM**) programme. If the Member does not want to participate in the *EQFM* Programme, please disregard the following agreement.

Members wishing to include certain materials promoting the Company, and to include a link to Company’s website within those materials on Member’s website, please continue reading below;

NOW THEREFORE, in consideration of the mutual promises, covenants, warranties, and other good and valuable consideration set forth herein, the Parties agree as follows:

1. PROMOTIONAL MATERIALS

1.1 The Company makes available to Member all visual art, photos, banner advertisements as downloadable material for use on Member’s website with the sole purpose being the promotion of the Company and it’s website (the “**Promotional Materials**”).

1.2 Member shall display the Promotional Materials on Member’s website or other online mediums prominently and as Member sees fit, provided that the manner of display shall be subject to the terms and conditions of this Agreement.

1.3 Member shall also include a link from the Promotional Materials to Company’s website, as specified by Company.

2. USE OF PROMOTIONAL MATERIALS

2.1 The Member's use and display of the Promotional Materials on the Member's site shall conform to the following terms, conditions and specifications:

(a) Member may not use any graphic, textual or other materials to promote Company's website, products or services other than the Promotional Materials available for download from the Company's website, unless Company agrees to such other materials in writing/email prior to their display.

(b) Member may only use the Promotional Materials for the purpose of promoting Company's website (and the products and services available thereon), and for linking to Company's website.

(c) Member will not alter, add to, subtract from, or otherwise modify the Promotional Materials prepared by Company. If Member wishes to alter or otherwise modify the Promotional Materials, Member must obtain prior written consent from Company for such alteration or modification.

(d) The Promotional Materials will be used to link only to Company's website, to the specific page and address as specified by Company.

3. LICENSE

Company hereby grants to Member a nonexclusive, nontransferable license (the "**License**") to use the Promotional Materials as specified under the terms and conditions of this Agreement. The term of the License shall expire upon the expiration or termination of this Agreement.

4. INTELLECTUAL PROPERTY

Company retains all right, ownership, and interest in the Promotional Materials, and in any copyright, trademark, or other intellectual property in the Promotional Materials. Nothing in this Agreement shall be construed to grant Member any rights, ownership or interest in the Promotional Materials, or in the underlying intellectual property, other than the rights to use the Promotional Materials granted under the License, as set forth in Clause 3.

5. RELATIONSHIP OF PARTIES

This Agreement shall not be construed to create any employment relationship, agency relationship, or partnership between Company and Member. Member shall provide services for Company as an independent third party. Member shall have no authority to bind Company into any agreement, nor shall Member be considered to be an agent of Company in any respect, unless such an agreement has been reached separately.

6. COMMISSIONS

6.1 In exchange for Member's display of the Promotional Materials, and for Member's compliance with and performance of the terms and conditions of this Agreement, Company shall pay to Member a commission (the "**Commission**") in the amount of a percentage of products sold on the Company's website to a buyer who accesses the Company's website through a link on Member's website or any other appropriate media.

6.3 The Commission will be calculated on the net value of the bill at check out deducting any discounts that the buyer may have earned as a result of using the Member's link or any other ongoing discount program run by the Company.

6.4 Other charges such as (but not limited to) tax and delivery charges will not attract a Commission.

6.5 The Commission will be held for a period of one (1) month from the date of which the buyer accesses the Company website and finalises the payment.

6.6 The current Commission percentage is 10% of the sale as described in clauses 6.1 – 6.5 above. This percentage is subject to change by the Company. Notification to Member of any change in commission percentage will be given by Company at the email address on hand for the Member.

6.7 Company shall keep accurate and up-to-date records of the data used to determine the total amount of Commissions owed to Member. Member shall be given reasonable access to these records upon request. Any discrepancy between the amount of Commissions owed according to these records, and the actual amount of Commissions

paid to Member in any period or periods shall be rectified by Company within thirty (30) days of discovering such discrepancy.

6.3 Commissions shall be paid monthly in arrears to the Member (the “**Commission Payment Date**”). If on any Commission Payment Date, the amount of total Commissions accrued and payable to Member is less than £50.00, then such accrued and payable balance shall be held over to the following month, and paid together with the Commissions due for that month. If at any time, the balance of accrued and payable Commissions is lower than £50 for 3 consecutive months, the Company shall pay all accrued and payable Commissions to Member at the end of the third month, regardless of the total amount owed.

7. MEMBER’S REPRESENTATIONS AND WARRANTIES

7.1 Member represents and warrants the following:

(a) Member has the legal authority to enter into this Agreement and to be bound to the promises, covenants, and other duties set forth in this Agreement.

(b) Member’s website does not contain any materials that are:

(i) Sexually explicit, obscene, or pornographic;

(ii) Offensive, profane, hateful, threatening, harmful, defamatory, libelous, harassing, or discriminatory (whether based on race, ethnicity, creed, religion, gender, sexual orientation, physical disability, or otherwise);

(iii) Graphically violent, including any violent video game images; or

(iv) Solicitous of any unlawful behavior.

(c) Member has obtained any necessary clearances, licenses, or other permission for any intellectual property used on Member’s website. Nothing on Member’s website infringes upon the intellectual property rights of any person or entity. No person or entity has brought or threatened an action claiming such infringement, nor does Member have any reason to believe that any person or entity will bring or threaten such a claim in the future.

(d) Member will not use the Promotional Materials in any manner other than those set forth in Clause 2 above.

(e) Member will not make any claim to ownership of the Promotional Materials, or of the copyright, trademark, or other intellectual property therein.

(f) Member will not publish or otherwise distribute any advertising materials for Member's website that reference Company or Company's website unless Company gives prior written consent to the distribution of such materials. Member will not use Company's name (or any name that is confusingly similar to Company's name) for any purpose on its website, in its promotional materials, or in any other context except to promote Company's website as specified in this Agreement. Member will not register any domain name that incorporates Company's name, or that is confusingly similar to Company's name.

(g) Member will not engage in the distribution of any unsolicited bulk emails (spam) in any way mentioning or referencing Company or Company's website.

8. INDEMNIFICATION

Member shall indemnify Company and hold harmless Company from any claim, damage, lawsuit, action, complaint, or other costs arising out of any breach of Member's warranties set forth in Clause 7 above. Member shall also indemnify and hold harmless Company for any damage, loss or other cost arising out of the use or misuse by Member of the Promotional Materials.

9. CONFIDENTIALITY

Any information that Member is exposed to by virtue of its relationship with Company under this Agreement, which information is not available to the general public, shall be considered to be "**Confidential Company Information.**" Member may not disclose any Confidential Company Information to any person or entity, except where compelled by law, unless Member obtains prior written consent for such disclosure from Company.

10. ENTIRE AGREEMENT

10.1 This Agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous drafts, agreements, arrangements and understandings between them, whether written or oral, relating to its subject matter.

10.2 Each party agrees that it shall have no remedies in respect of any representation or warranty (whether made innocently or negligently) that is not set out in this Agreement. No party shall have any claim for innocent or negligent misrepresentation based upon any statement in this Agreement.

11. COUNTERPARTS

11.1 This Agreement may be executed in two counterparts (which may be transmitted by fax or by electronic transmission in either Tagged Image Format Files ("**TIFF**") or Portable Document Format ("**PDF**") or the equivalent), each of which shall be deemed an original and which, when taken together, shall constitute one and the same instrument, but this Agreement shall not be binding upon the parties until the affiliate acknowledges that they have read and agreed with the '**Emaan Qirat Family Member (EQFM) Program Agreement**' on the company's website. It is acknowledged that the Company accepts the agreement based on the act of publishing the agreement and / or any changes to it.

11.2 This Agreement may be executed in several counterparts, each of which shall constitute an original and all of which, when taken together, shall constitute one agreement.

12. TERM

This Agreement shall take effect immediately, and shall remain in full force and effect indefinitely, or until terminated pursuant to this Clause 15.

13. TAXES

Company shall not be responsible for any taxes owed by Member arising out of Member's relationship with Company as set forth in this Agreement. Company shall not withhold any taxes from the Commissions paid to Member.

14. LIMITATION OF LIABILITY

14.1 Company shall not be liable for any loss of profits or costs, or for any direct, indirect, special, incidental or consequential damages, including costs associated with the procurement of substitute goods or services (whether Company was or should have been aware or advised of the possibility of such damage), arising out of or associated with any loss, suspension or interruption of service, termination of this Agreement, use or misuse of the Promotional Materials, or other performance of services under this Agreement.

14.2 If any part or parts of this Agreement shall be held unenforceable for any reason, the remainder of this Agreement shall continue in full force and effect. If any provision of this Agreement is deemed invalid or unenforceable by any court of competent jurisdiction, and if limiting such provision would make the provision valid, then such provision shall be deemed to be construed as so limited.

15. SEVERABILITY AND TERMINATION

15.1 This Agreement can be terminated upon mutual agreement by giving thirty (30) days' written notice by either party to the other.

15.2 The Company reserves all rights to terminate the agreement with immediate effect if the Member has breached any clause in this Agreement. At the Company's discretion, it may take up to thirty (30) days if further investigation is required.

15.3 In the event that Member materially breaches this Agreement and Company terminates this Agreement within thirty (30) days of such breach, then any accrued and payable Commissions owing to Member shall be forfeited, and Company shall not be obligated to pay such Commissions to Member.

16. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between Company and Member, and supersedes any prior understanding or representation of any kind preceding the date of this Agreement. There are no other promises, conditions, understandings or other agreements, whether oral or written, relating to the subject matter of this Agreement.

17. GOVERNING LAW AND JURISDICTION

17.1 This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

17.2 The Parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims).