

This agreement is between you (as an applicant to be an affiliate of HyggeWellbeing) (“**Affiliate**”, “**you**”) and HyggeWellbeing (“**HW**”).

HyggeWellbeing operates an affiliate network and the Affiliate wishes to become a member of this affiliate network on the following Terms. You may, for as long as you are an approved affiliate of HW’s affiliate network and subject to your continued compliance with these terms, refer and introduce potential customers to HW via the Affiliate Web Link

## **1. Interpretation**

The definitions and rules of interpretation in this clause apply in this agreement.

“Affiliate Guidelines” means guidelines and instructions provided to the Affiliate by the HW prescribing the permitted form and manner in which the Affiliate may refer to HW and use the Marketing Materials and any amendments or additions notified in writing by HW from time to time.

“Affiliate Sign-Up Form” means the form which the Affiliate must complete in order to apply to be an affiliate of HW.

“Affiliate Web Link” means the unique uniform resource locator (URL) linking directly to HW Website and the means via which a Referred User will be recorded.

“Business Day” means a day other than a Saturday, Sunday or public holiday in Hong Kong when banks in Hong Kong are open for business.

“Commission” means in respect of each Successful Referral, 5% of the transaction, which is inclusive of all Taxes and any other fees and charges payable in connection with Affiliate’s activities under this agreement.

“Company Website” means HW’s website at any time and from time to time, currently at [www.hyggewellbeing.co](http://www.hyggewellbeing.co). Company Website includes all future versions and replacements of, and successors to, the site.

“Effective Date” means the date on which you submit your Affiliate Sign-Up Form.

“Intellectual Property” means the HW’s intellectual property as specified in clause 3.5.

“Referred User” means a potential customer referred by the Affiliate who has clicked through to the Company Website from the Affiliate Web Link.

“Successful Referral” means a referral where all of the following conditions are met:

- A. the referral relates to a Referred User who was first referred by the Affiliate (and not any other affiliate in HW’s affiliate network);
- B. the Referred User completes the registration as a member of HW and completes a transaction;

“Taxes” means any tax, levy, impost, duty or similar charge or fee (including value added tax, goods and services tax, withholding tax and income tax).

“Third Party Platform” means the affiliate tracking software platform known as Shareasale (and as located at <https://shareasale.com/>) or other third party tracking software platform that may be used by HWy from time to time.

“Unsuccessful Referrals” means Referred Users that do not satisfy our internal checks.

## 2. **HW’s obligations**

1. Within 14 days of the end of each Quarter, HW will provide the Affiliate with a report in HW’s standard form setting out for the relevant Quarter the total number of:
  - A. Referred Users who have registered on HW's Website after clicking directly through to it from the Affiliate Web Link;
  - B. Successful Referrals; and
  - C. Completed transactions.
2. The Company may at any time or times without prior notice to Affiliate:
  - A. change the Company Website;
  - B. change the Affiliate Guidelines and/or provide new or additional instructions prescribing the permitted form and manner in which the Affiliate may refer to HW;

## 3. **Affiliate’s obligations**

1. The Affiliate shall apply to become an affiliate of the Company by clicking on the link to the Affiliate Sign-Up Form to be provided by HW and available via the Third Party Platform and completing the Affiliate Sign-Up Form. By submitting the Affiliate Sign-Up Form, the Affiliate will also be required to accept the T&Cs of the Third Party Platform. HW may accept or reject the Affiliate’s application at its sole discretion. If HW rejects the Affiliate’s application, this agreement will come to an end.
2. The Affiliate is solely responsible for ensuring that all information provided by it in the Affiliate Sign-Up Form is accurate and complete.
3. The Affiliate shall conduct its referral activities in respect of HW:
  - A. strictly in accordance with this agreement;
  - B. only in connection with HW Products.and applicable law, the Affiliate shall use all reasonable commercial efforts using the Marketing Materials, to market and promote HW Website and the Products available on it so as to generate the maximum number of

Successful

Referrals and transactions.

4. The Affiliate may use HW trade mark, domain name, logo, and other elements of branding or any content belonging to HW (“**Intellectual Property**”).
5. HW grants to the Affiliate a limited, non-exclusive, royalty-free, revocable licence (with no right of transfer or sub-licence) to use HW’s Intellectual Property solely to the extent required to perform the Affiliate’s activities as permitted by this agreement and subject to any additional conditions imposed by the Company. For the avoidance of doubt, nothing in this agreement permits the Affiliate to use any trade marks, trade dress, domain name, logo and other elements of branding or content of a third party in some way connected to HW.

6. The Affiliate shall provide HW with:
  - A. all co-operation in relation carrying out the terms of this agreement;  
and
  - B. all access to such information as may be required by HW

as is necessary for the proper performance of the HW's obligations under this agreement, including removing or ceasing any references to HW or the Affiliate Web Link at any time on demand by HW.

7. The Affiliate acknowledges and agrees that it has no authority to legally bind HW in relation to Referred Users, other users or anyone else and that it has not been appointed and is not the agent of HW for any purpose. The Affiliate agrees that it shall not make to anyone any representation or commitment about HW, HW Website or any of the products or services available to be bought on the HW Website.

8. The Affiliate shall comply with all laws and regulations applicable in the jurisdiction in which the Affiliate or Referred Users or potential Referred Users are located, in connection with the Affiliate's activities under this agreement and its business, including without limitation:
  - A. applicable data protection laws;
  - B. applicable advertising and marketing laws (such as the Unsolicited Electronic Messages Ordinance (Cap 593, Laws of Hong Kong);
  - C. applicable laws relating to the disclosure of affiliate activities, payment of commissions, sponsored posts and affiliate links.
9. The Affiliate shall comply with any third party terms of service used by it in connection with its activities under this agreement, including without limitation applicable terms and conditions of the Third Party Platform.
10. The Affiliate acknowledges that there are strict requirements and restrictions imposed by applicable law in relation to the marketing of related products and services and undertakes to:
  - A. at all times comply with the Affiliate Guidelines;
  - B. use the Marketing Materials in the prescribed manner; and
  - C. comply with any new or additional instructions prescribing the permitted form and manner in which the Affiliate may refer to HW from time to time.
11. In the event of any delays in the Affiliate's provision of assistance as agreed by the parties, the Company may adjust any dates for performance or delivery provided to the Affiliate as reasonably necessary.
12. The Affiliate shall notify HW of any material change to its business model, business nature or website content within 7 days of such change.

#### **4. Charges and payment**

1. HW will provide the Affiliate:

- A. the Commission in respect of each Successful Referral;
  - B. within 14 days of the end of each Quarter, in respect of Successful Referrals in that Quarter;
  - C. only once all the conditions of a Successful Referral have been met (as set out in the definition of "Successful Referral" in clause 1); and
  - D. into the Affiliate's nominated account.
- 2. The Affiliate acknowledges and agrees that:
    - A. no payments are due to it under this agreement otherwise than as expressly set out in this agreement;
    - B. all sums payable under this agreement are inclusive of Taxes and if any Taxes are chargeable, it is the responsibility of the Affiliate to ensure that such Taxes are duly paid;
  - 3. The Affiliate shall notify HW of any change in its contact or address details and remains responsible for duly completing all relevant forms requiring completion by any taxation or other government authority in relation to its activities under this agreement.
  - 4. The report that the Company sends to the Affiliate under clause 2.1 shall include a statement of the amounts due from HW to the Affiliate for Successful Referrals in the Quarter to which the report relates. Except in the case of manifest error, HW shall pay into the account nominated by the Affiliate the amount thereby shown to be due.
  - 5. HW shall ensure that undisputed Commissions are paid to the account nominated by the Affiliate in its Affiliate Sign-Up Form.
  - 6. The Affiliate acknowledges and agrees that the Company is not liable and has no responsibility to reimburse or pay any amount to the Affiliate arising out of any error that the Affiliate has made in providing the correct details of the account into which the Commission is to be paid.
  - 7. The Affiliate acknowledges that it bears all responsibility for any fixed, currency conversion or other fees that may be charged by receiving or intermediary institutions.

#### **5. Proprietary rights**

The Affiliate acknowledges and agrees that HW and its licensors own all intellectual property rights in HW Website and all the HW's products and services. Except as expressly stated herein, this agreement does not grant the Affiliate any rights to, or in, patents, copyrights, database rights, trade secrets, trade names, trade marks (whether registered or unregistered), or any other rights or licences belonging to HW. All such rights are reserved to HW.

#### **6. Data protection**

The Parties shall at all times adhere to the Privacy Policy.

#### **7. Indemnity**

The Affiliate shall indemnify HW against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) suffered or

incurred by HW arising out of or in connection with the Affiliate's breach of this agreement.

#### **8. Limitation of liability**

1. This clause 9 sets out the entire financial liability of HW (including any liability for the acts or omissions of its employees, agents and sub-contractors) to the Affiliate:
  - arising under or in connection with this agreement; and
  - in respect of any representation, misrepresentation (whether innocent or negligent), statement or tortious act or omission (including negligence) arising under or in connection with this agreement.
2. Except as expressly and specifically provided in this agreement, all warranties, representations, conditions and all other terms of any kind whatsoever implied by statute or common law are, to the fullest extent permitted by applicable law, excluded from this agreement.
3. Nothing in this agreement excludes the liability of HW:
  - for death or personal injury caused by the Company's negligence; or
  - for fraud or fraudulent misrepresentation.
4. Subject to clause 9.3:
  - HW shall not be liable whether in tort (including for negligence or breach of statutory duty), contract, misrepresentation (whether innocent or negligent), restitution or otherwise for any loss of profits, loss of business, depletion of goodwill and/or similar losses or loss or corruption of data or information, or pure economic loss, or for any special, indirect or consequential loss costs, damages, charges or expenses however arising under this agreement; and
  - HW's total aggregate liability in contract, tort (including negligence or breach of statutory duty), misrepresentation (whether innocent or negligent), restitution or otherwise, arising in connection with the performance or contemplated performance of this agreement shall be limited to the amount paid under this agreement by HW to the Affiliate during the 12 months preceding the date on which the claim arose.
  - without prejudice to clauses 8.4(A) or 8.4(B), the Affiliate acknowledges that the Third Party Platform is owned and operated by a third party unrelated to HW and HW has no control over such third party; accordingly, HW excludes all liability for any failure, error, delay, disruption, technical issue, non-availability or interruption, transmission error, illegal intervention, interception, suspension, delay, loss, mutilation, virus, technologically harmful material, cancellation of service or other failure of, or arising in connection with your use of, the Third Party Platform.

#### **9. Duration and termination**

1. This agreement shall commence on the Effective Date and shall continue until terminated as provided in this clause 10.
2. HW may suspend or terminate this agreement immediately on notice (including notice by email) at any time:
  - if HW cancels, terminates, discontinues or withdraws, in whole or in part, its affiliate marketing programme;
  - if the Third Party Platform cancels, terminates, discontinues or withdraws, in whole or in part, its services to HW or to the Affiliate;

- if the Affiliate makes any material change to its business model, business nature or website content; or
  - for any reason for convenience, and any such suspension or termination will be without liability by HW to the Affiliate.
3. Without prejudice to any other rights or remedies to which HW may be entitled, HW may terminate this agreement without liability to the Affiliate if:
- the Affiliate commits a material breach of any term of this agreement which breach is irremediable or (if such a breach is remediable) fails to remedy that breach within a period of 30 days after being notified in writing to do so;
  - the Affiliate suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or (being a company or limited liability partnership) is deemed unable to pay its debts within the meaning of applicable insolvency laws in Hong Kong;
  - a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of the Affiliate (being a company);
  - an application is made to court, or an order is made, for the appointment of an administrator, or if a notice of intention to appoint an administrator is given or if an administrator is appointed, over the Affiliate (being a company);
  - the holder of a qualifying floating charge over the assets of that other party (being a company) has become entitled to appoint or has appointed an administrative receiver;
  - a person becomes entitled to appoint a receiver over all or any of the assets of the Affiliate or a receiver is appointed over all or any of the assets of the Affiliate;
  - a creditor or encumbrancer of the other party attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of the Affiliate's assets and such attachment or process is not discharged within 14 days;
  - the Affiliate commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with any of its creditors;
  - the Affiliate suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business; or
  - there is a change of control of the Affiliate.
4. The Affiliate may terminate this agreement by providing 30 days written notice to the Company.

#### 10. **Consequences of termination**

1. On termination of this agreement for any reason:
  - A. all licences and benefits granted under this agreement shall immediately terminate;
  - B. each party shall return and make no further use of any Confidential Information, equipment, property, materials and other items (and all copies of them) belonging to the other party; and

- C. the accrued rights of the parties as at termination, or the continuation after termination of any provision expressly stated to survive or implicitly surviving termination, shall not be affected or prejudiced.

**11. Force majeure**

Neither party shall be in breach of this agreement nor liable for delay in performing, or failure to perform, any of its obligations under this agreement if such delay or failure result from events, circumstances or causes beyond its reasonable control. In such circumstances the affected party shall be entitled to a reasonable extension of the time for performing such obligations. If the period of delay or non-performance continues for six months, the party not affected may terminate this agreement by giving 30 days' written notice to the affected party.

**12. Waiver**

No failure or delay by a party to exercise any right or remedy provided under this agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

**13. Rights and remedies**

The rights and remedies provided under this agreement are in addition to, and not exclusive of, any rights or remedies provided by law.

**14. Severance**

- If any provision or part-provision of this agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this agreement.
- If any provision or part-provision of this agreement is invalid, illegal or unenforceable, the parties shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision.

**15. Entire agreement**

This agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

**16. Assignment and other dealings**

- The Affiliate shall not assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any or all of its rights or obligations under this agreement without the prior written consent of HW.
- HW may at any time assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any or all of its rights and obligations under this agreement.

**17. Variation**

This agreement may be amended unilaterally by us, by providing you with 30 day's notice. These changes will be deemed to have been accepted by you where you do not, before the proposed date of the entry into force of the changes, notify us to the contrary. If you do notify us to the contrary, your notification will be deemed to be a notice that you wish to terminate your status as an affiliate of Neat's affiliate network and this agreement as of the date upon which the changes are to take effect.

**18. Third party rights**

A person who is not a party to this agreement shall not have any rights under the Contracts (Rights of Third Parties) Ordinance (Cap. 623, Laws of Hong Kong) to enforce any term of this agreement.

**19. Notices**

- Any notice given to a party under or in connection with this agreement shall be in writing and shall be sent by email to the following email addresses:  
[hello@hyggewellbeing.co](mailto:hello@hyggewellbeing.co)
- Any notice shall be deemed to have been received at the time of transmission, or, if this time falls outside business hours in the place of receipt, when business hours resume. In this clause, business hours means 9.00am to 5.00pm Monday to Friday on a day that is not a public holiday in the place of receipt.

**20. Governing law**

This agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by, and construed in accordance with, the laws of Hong Kong.

**21. Jurisdiction**

Each party irrevocably agrees that the courts of Hong Kong shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this agreement or its subject matter or formation.