

ILLUSION Affiliate Program Terms and Conditions

1. DEFINITIONS

1.1 “ILLUSION” (abbrev.“ILSN”); an E-Commerce company registered under the named 1196 ILLUSION IMPORTS TRADING COMPANY.

1.2 “Unpaid Earnings” and “Paid Earnings” means the accumulated and unpaid Commission Fees due and payable to Affiliate.

1.3 “Affiliate Media” means all advertising media, (including, but not limited to, websites, applications and newsletters, social media pages, Affiliate networks' sub-affiliates, and their owned and brokered media) registered to the ILLUSION Affiliate Program (the "Program") by the Affiliate that provide services to Participating Vendor under the Program.

1.4 “Affiliate Links” means advertising materials made available by ILLUSION(ILSN) to Affiliate via the Program, including graphics, artwork, text, files, URLs and HTML or Javascript code. Which you will see on “Creatives” under “Affiliate Dashboard”

1.5 “Completed Purchase” means a fully completed verified sale and purchase transaction of a Product between a Buyer and a Vendor on the Platform in accordance with ILSN Policies which results directly from a Buyer accessing the Platform via Affiliate Links placed on Affiliate Media and such Vendor:

(a) is not a computer-generated User, such as a robot, spider, computer script or other automated, artificial or fraudulent method to appear like an individual, real life person;

(b) is not using pre-populated fields;

(c) completes all of the information required for the Completed Purchase within the time period allowed by ILLUSION(ILSN); and

(d) is not later determined by ILLUSION(ILSN) to be fraudulent, incomplete, unqualified or a duplicate.

1.6 "Participating Vendor" means a Merchant that has ordered Affiliate Services.

1.7 "Platform" means any platform operated by ILLUSION (ILSN), which includes the The ILSN Shop websites (<https://illusion.ph/>) and third party* eCommerce mobile application including *TikTok Shop (@ilsnph) and *Shopee (TheILSN).

1.8 "Product" means any item listed or service offered on the Platform by ILSN for sale to Buyers.

1.9 "Prohibited Content" means any content or term that:

(a) promotes or is related to illegal activities (illegal drugs, phishing, terrorism, criminal activities, contests, pyramid schemes, or chain letters);

(b) promotes or is related to tobacco, gambling, or weapons;

(c) is related to pornographic or obscene material;

(d) is related to excessively graphic or explicit violence;

(e) is defamatory, inappropriate, or profane;

(f) is discriminatory or constitutes "hate speech", whether directed at an individual or a group, and whether based upon the race, sex, creed, national origin, religious affiliation, sexual orientation, or language of such individual or group; or

(g) promotes or contains viruses, worms, corrupted files, malware, cracks, or other materials that are intended to or may damage or render inoperable software, hardware, or security measures.

1.10 "Term" has the meaning set forth in Section 9.1.

1.11 "Terms of Use" means the terms of use governing the Platform, including additional guidelines required or updated by ILLUSION(ILSN) from time to time.

1.12 "Territory" means the territory in which the ILLUSION(ILSN) entity that is engaging the Affiliate is domiciled.

1.13 “User” means any registered valid user of the Platform, which includes both buyers (“Buyers”) and Merchants (“Vendor”) on the Platform.

2. PARTICIPATION REQUIREMENTS

2.1 Registration Information. Affiliate shall provide any information requested by ILLUSION(ILSN), including, but not limited to the Payment and Tax Information (as defined in Section 6.6), and shall ensure such information is true, accurate, and complete, for the purpose of registration for the Program. Any false or inaccurate information submitted to ILLUSION(ILSN) shall be deemed as grounds for termination of this Agreement. ILLUSION(ILSN) may accept or reject Affiliate’s application at its sole discretion and for any reason.

2.2 Limited License. If Affiliate is accepted into the Program, ILLUSION(ILSN) grants to Affiliate for the duration of this Agreement a non-exclusive, non-transferrable and revocable right to display the Affiliate Links on its Affiliate Media at its own cost, for the sole purposes of Affiliate’s participation in the Program. Affiliate shall not, without the prior written consent of ILLUSION(ILSN), alter or modify or create derivative works of the Affiliate Links or any of ILSN’s intellectual property. Except as expressly set forth in this Agreement, nothing in this Agreement is intended to grant Affiliate any rights to use any of ILSN’s intellectual property.

2.3 Eligibility. Affiliate Media must be publicly available via the information provided in Affiliate’s application to join the Program. Affiliate shall not be eligible to participate, and ILLUSION(ILSN) may terminate Affiliate’s participation, in the Program if its Affiliate Media contains any of the Prohibited Content or other content that ILLUSION(ILSN) deems inappropriate.

(a) Affiliate Media may include social media and websites (including, but not limited to, website/blog domain, Facebook**, Instagram**, Threads**, TikTok, Pinterest, and X[Formerly Twitter]) upon approval by ILSN (“Approved Social Media”). Approved Social Media must (i) not contain the trademarks, names, or logos of ILSN, or display misleading content, and (ii) if through Facebook**, be displayed through a “fan page” only and not through a “personal page” in accordance with **Meta’s user policies.

(b) With effect on and from 10 February 2025, Affiliates who are employees or interns of ILLUSION(ILSN) or any of its affiliates and/or subsidiaries (“Restricted Person”) shall not be eligible to receive any Commission Fee under the Program.

2.4 Affiliate Services. Through the ILLUSION Affiliate Marketing Solutions Program, Participating Vendor may commission services from Affiliates ("Affiliate Services") on and through the Platform under the following models: (a) pay-per-sale ("PPS Affiliate Services"); and (b) paid partnership program ("PPP Affiliate Services").

3. PPS AFFILIATE SERVICES

3.1 The following provisions apply to PPS Affiliate Services.

3.2 Participating Vendor shall specify the relevant details in respect of the PPS Affiliate Services to be provided as set out on the Platform, including the applicable fees that shall be payable to an Affiliate for each Completed Purchase ("Commission Rate").

3.3 The "Commission Fee" for PPS Affiliate Services for each Completed Purchase shall be calculated by multiplying the Commission Rate by the Net Completed Purchase Value. For the purposes of these ILSN Affiliate Program Terms and Conditions (these "Terms and Conditions"), "Net Completed Purchase Value" means the total value of a Completed Purchase less any discounts, shipping fees and voucher fees. All Commission Fees paid to, and received by, Affiliates are inclusive of all sales, service, use, consumption, value-added, goods-and-services, business and any similar taxes. The Commission Fee determined by ILSN shall be conclusive, final, and binding on Affiliate.

3.4 ILLUSION(ILSN) may charge a service fee (exclusive of Value-Added Tax ("VAT")) from the Commission Fee in accordance with the rates stated on the Platform or as separately agreed between Affiliate and ILSN in writing.

3.5 Where agreed between Participating Vendor and the Affiliate, Participating Vendor(Merchant) may provide a sample of the relevant Product ("Product Sample") free of charge to the Affiliate within the timelines set out on the Platform. Affiliate acknowledges that deadlines shall apply with respect to accepting and confirming receipt of Product Samples, failing which the project may be cancelled without payment to Affiliate.

3.6 Each party will pay all taxes that it owes under these Terms and Conditions.

4. PPP AFFILIATE SERVICES

4.1 The following provisions apply to PPP Affiliate Services.

4.2 Affiliates may be eligible to participate in PPP Affiliate Services on an invitation basis only. ILLUSION(ILSN) reserves the right to select Affiliates to participate in PPP Affiliate Services and to suspend or terminate such participation at its sole discretion.

4.3 Participating Vendor may initiate conversations on the Platform with potential Affiliates and agree on the PPP Affiliate Services to be provided, the applicable fees payable for each post of Affiliate Media made by an Affiliate (the "Post Fee") and the relevant date of posting.

4.4 Upon agreement between Participating Vendor and Affiliate, a binding order will be formed (a "PPP Project"). In respect of each PPP Project, Participating Vendor shall provide a Product Sample free of charge to the Affiliate within the timelines set out on the Platform. Affiliate acknowledges and agrees that:

(a) Participating Vendor shall be responsible for shipping and other fees and shall ensure that the Product Sample is the same as the actual product (including, but not limited to, quality and appearance). ILSN shall not be responsible for any issues arising from the Product Sample;

(b) the Product Sample shall be retained by Affiliate, even in the event that the relevant PPP Project is cancelled or otherwise terminated prior to completion of the PPP Affiliate Services; and

(c) failure to carry out the above steps may lead to the PPP Project being automatically cancelled.

4.5 Affiliate acknowledges that deadlines shall apply with respect to accepting and confirming receipt of Product Samples and posting and completion of each PPP Project, failing which the PPP Project may be cancelled without payment to Affiliate.

4.6 Participating Vendor shall make payment of the applicable Post Fee to ILLUSION(ILSN) within the timelines stipulated on the Platform. All Post Fees paid to, and received by, Affiliates are inclusive of all sales, service, use, consumption, value-added, goods and services, business and any similar taxes, if applicable.

4.7 ILSN may charge a service fee (exclusive of VAT) from the Post Fee in accordance with the rates that will be stated on the Platform or as will be separately agreed between Affiliate and ILSN in writing.

4.8 Affiliate's commencement of the PPP Affiliate Services shall be conditional on ILSN's due receipt of the Post Fee.

4.9 Affiliate shall: (a) be responsible for preparing and submitting the PPP Affiliate Services content; and (b) obtain confirmation from the Participating Vendor before publishing the PPP Affiliate Services content within the timeframe agreed with Participating Vendor, failing which the PPP Project may be cancelled without payment to Affiliate. Upon confirmation by Participating Vendor of the complete performance of the PPP Affiliate Services by Affiliate, ILSN shall release the Post Fees to the Affiliate.

4.10 Affiliate acknowledges and agrees that:

(a) cancellation of a PPP Project (other than system auto-cancellation) requires mutual consent of Participating Vendor and Affiliate;

(b) Affiliate's failure to comply with the applicable timelines set out on the Platform may lead to automatic termination of the PPP Project; and

(c) any disputes in connection with PPP Affiliate Services (including, but not limited to, payment of the Post Fees and performance of the PPP Affiliate Services) shall be raised to and resolved by ILSN, with ILSN having sole discretion to determine the outcome (including but issuing partial refunds / payments of the Post Fees). Affiliate shall provide all information and documents, as well as assistance, required by ILSN in connection with disputes.

5. PAYMENT TERMS

5.1 Payouts.

(a) All fees payable to Affiliate shall be added to the Affiliate Dashboard's "Earnings" on a weekly basis.

(b) ILSN shall pay Affiliate the Unpaid Earnings weekly, provided, The payment is sent through an Electronic Wallet GCash and No Minimum Payout.

(c) "ILLUSION"(ILSN) may deduct any fees added to an Affiliate's Earnings in the event that ILSN determines at its sole discretion that the Affiliate is a Restricted Person.

5.2 Payment. Pursuant to Section 5.1 ILSN shall validate and approve the fees payable and shall pay Affiliate within ninety (90) days from system approval subject to the conditions of Section 5.1, compliance by Affiliate with its obligations under these Terms and Conditions, and the following conditions:

(a) If Affiliate is a registered taxpayer with the Bureau of Internal Revenue ("BIR"), payment shall only be made upon the issuance by Affiliate of an invoice or other equivalent document that is compliant with the requirements of ILSN as set out in these Terms and Conditions and the applicable law, including, but not limited to, Section 113 of Republic Act No. 8424, otherwise known as the National Internal Revenue Code of the Philippines of 1997, as amended from time to time, and the relevant issuances of the BIR. To acknowledge receipt of payment(s), Affiliate shall issue official receipt(s) or other equivalent document acceptable to ILSN immediately upon receipt of the payment.

For PPS Affiliate Services, Affiliate shall issue the invoice and official receipt or other valid equivalent document under the name of 1196 ILLUSION IMPORTS TRADING CO.

For PPP Affiliate Services, Affiliate shall ensure that the invoice and official receipts or other valid equivalent document issued shall be under the name of Participating Vendor.

(b) If Affiliate is not registered with the BIR, payment shall only be made upon the issuance by Affiliate of an acknowledgment receipt in such form and substance as ILSN may require.

For PPS Affiliate Services, Affiliate shall issue acknowledgment receipts under the name of 1196 ILLUSION IMPORTS TRADING COMPANY.

For PPP Affiliate Services, Affiliate shall ensure that the acknowledgment receipts issued shall be under the name of Participating Vendor.

The fees determined by ILSN as due to Affiliate shall be deemed conclusive, final, and binding on Affiliate.

For the avoidance of doubt, should ILSN have any withholding obligation with respect to any payments due to Affiliate under this sub-Section (b), such payments are considered to be inclusive of all taxes and ILSN shall be entitled to deduct and withhold from such payment any taxes required to be deducted and withheld with respect such payments under any provision of applicable law. To the extent that amounts are so withheld and deducted pursuant to this sub-section (b), such withheld amounts shall be treated for all purposes as having been paid to the BIR or such other authority in respect of which the deduction and withholding was made, and ILSN shall have no further obligation to pay the equivalent of such withheld amounts, or any part thereof, to Affiliate. ILSN will furnish Affiliate a Certificate of Creditable Tax Withheld at Source (BIR Form No. 2307) for the withholding tax deducted from the payments due to Affiliate, if any, in accordance with applicable law.

(c) To the extent that the Affiliate is required to register as a VAT taxpayer with the BIR and charges VAT on the Affiliate Services supplied based on the prevailing tax laws, Affiliate must provide ILSN an invoice and official receipt or other valid equivalent document detailing the Affiliate Services supplied, the Commission Fees, and the VAT component. Affiliate warrants that it is registered for VAT purposes at each time a taxable supply of Affiliate Services is made and will indemnify ILSN for any loss it suffers as a result of Affiliate not being registered for VAT purposes. Affiliate must submit its BIR Certificate of Registration (BIR Form No. 2303) as evidence that it is so registered.

5.3 Taxes. If Affiliate is domiciled outside of the Territory, Affiliate shall perform the services entirely outside the Territory at all times. If Affiliate is required to withhold taxes on the fees paid to ILSN, Affiliate shall provide ILSN with the Certificate of Withholding Taxes (BIR Form No. 2307) on or before the twentieth (20th) day of the month following the quarter when the withholding is made. To the extent that ILSN or Participating Vendor has an obligation under applicable law to withhold any taxes on any of the payments to be made to Affiliate hereunder, ILSN or Participating Vendor shall withhold such amounts for payment to the relevant tax authorities in accordance with the applicable laws. ILSN or Participating Vendor shall provide Affiliate with documentary evidence of such remittance, and such assistance as Affiliate requests, to allow Affiliate to claim a credit for any such taxes withheld. To the extent that amounts are so withheld and deducted, such withheld amounts shall be treated for all purposes of these Terms and Conditions as having been paid to such body in respect of which such deduction and withholding was made and ILSN shall have no further obligation to pay the equivalent of such withheld amounts, or any part thereof, to Affiliate.

5.4 Chargebacks. ILSN shall not make fee payouts on and reserves the right (at its sole and absolute discretion) to set-off or initiate chargebacks on transactions that were previously paid out

(including to require Affiliate to transfer to ILSN any amounts that were previously paid out). Such transactions include but are not limited to:

- (a) transactions that do not meet the requirements to be a Completed Purchase;
- (b) fraudulent transactions identified manually or by means of a fraudulent order checking process by ILSN;
- (c) transactions performed through collusion where the Affiliate is connected to the Vendor or where Affiliate has purchased Products through the Affiliate Links;
- (d) cancelled, incomplete, returned or refunded transactions;
- (e) transactions made with the intention of reselling the purchased Products;
- (f) transactions performed through Affiliate Links placed on Affiliate Media which contains any Prohibited Content; and
- (g) transactions involving any Restricted Person.

6. RESPONSIBILITIES OF AFFILIATE

6.1 Business Conduct. Affiliate may not contractually bind ILSN or make any representations on behalf of ILSN. Affiliate will not engage in any unconscionable, false, deceptive, misleading, or fraudulent conduct. Affiliate will not advertise substances, services, products, or materials that violate applicable laws. ILSN shall have the absolute discretion and authority to make any request for any removal of any content, material, or other media placed or displayed by the Affiliate under its performance of this Agreement and Affiliate shall act upon ILSN's request immediately.

6.2 Content.

(a) Content produced by Affiliates is owned exclusively by the Affiliates. Affiliate hereby grants ILSN and its successors a perpetual, irrevocable, worldwide, non-exclusive, royalty-free, sub-licensable and transferable license to use, copy, distribute, republish, transmit, modify, adapt, create derivative works of, publicly display, and publicly perform such content on, through or in connection with the Platform or the Program, in any media formats and through any media channels, including, without

limitation, for promoting the Program without need of attribution and Affiliate agrees to waive any moral rights (and any similar rights in any part of the world) in that respect.

(b) Any content created for Participating Vendor or on its behalf or offered to it must not include any material that is owned, trademarked, copyrighted, protected by trade secret, or proprietary to any third party (this includes using another person's image or likeness) unless you or the Participating Vendor has obtained the necessary rights and consents for the use of such content;

(c) Any content created for Participating Vendor must not contain any Prohibited Content;

(d) Affiliate shall abide by requirements imposed by the Advertising Standards Council ("ASC") and/or any other applicable rules or regulations. If ILSN becomes aware of advertising or other campaigns facilitated through the Platform that do not comply with the ASC and/or any other such applicable rules or regulations, ILSN shall have the right (exercise at its sole discretion) to require the applicable Affiliate(s) to suspend provision of the Affiliate Services;

(e) In relation to PPP Projects only, content must remain publicly accessible on the Affiliate Media and for the period of time agreed with Participating Vendor; and

(f) Content must not contain any links that lead to e-commerce platforms other than ILSN.

6.3 Compliance with Laws and Terms of Use. Affiliate will ensure that the Affiliate Media and the placement of Affiliate Links complies with all applicable laws in jurisdictions in which Affiliate is located or provides goods and services, the Terms of Use, and other existing criteria or specifications required by ILSN (including content limitations, technical specifications, privacy requirements, user experience requirements, and requirements regarding ILSN's public image).

6.4 Prohibited Actions. Affiliate will not, and will not allow any third party to, do the following:

(a) use advertising e-mails to promote ILSN without ILSN's prior written consent;

(b) use robots or other automated query tools, computer-generated search requests;

(c) fraudulent use of search engine optimization services to generate or conceal impressions, inquiries, clicks, or conversions that are fraudulent or invalid;

- (d) drive or utilize any SEM keywords and other keyword-based advertising traffic using the ILLUSION(ILSN) brand or private labels to the Platform (in other words, "ILSN" or "ILLUSION" and other similar words which could be misleading as ILLUSION(ILSN) must be entered as a negative keyword) without ILSN's prior written consent;
- (e) use any automated means or form of scraping, or other data extraction methods to access, query, collect, or use ILLUSION(ILSN) intellectual property, including logo, key visuals, creative materials and other Confidential Information from the Platform or otherwise;
- (f) apply Affiliate Links on Affiliate Media that contains Prohibited Content, or in torrent or streaming sites;
- (g) apply Affiliate Links or advertise Affiliate Media through any of ILSN's social media channels or the social media channels of any ILSN's Vendors/other affiliates to hijack traffic;
- (h) (where Affiliate is an affiliate network) re-brokering to another affiliate network as their sub-affiliate;
- (i) incorporate any lottery or lucky draw in the Affiliate Media;
- (j) post together with the Affiliate Links random and/or irrelevant content that does not promote the Product (including, but not limited to, fake promotions, entertainment news, and clickbait product reviews);
- (k) dump Affiliate Links without content or sending duplicate content to the same audience;
- (l) provide social media channels of other affiliates without consent to meet registration criteria;
- (m) run clickbait and/or social media ads with the intention to improperly gain clicks and traffic;
- (n) steal other Affiliate publishers' content and publish it as their own without asking for consent, and/or giving credit; or
- (o) use any form of advertisement that impersonates ILLUSION(ILSN) Official or misrepresents that the advertisement was officially endorsed by ILLUSION(ILSN).

6.5 Cookies. Affiliate shall warrant that it will set cookies only if the Affiliate Links are visible on Affiliate Media and the User clicks voluntarily and consciously. The use of layers, add-ons, iFrames, pop-up, pop-under, site-under, advertisements which automatically redirect the User to the Platform without the User's engagement or action (e.g. click, touch), cookie dropping, postview technology, misleading advertisements that result in misleading clicks, shall not be permitted and are strictly prohibited. Advertisements that result in forced installations (which includes initiating downloads/redirects without a User's permission) of the ILLUSION(ILSN) application are strictly prohibited.

6.6 Submission of Complete Payment and Tax Information. Affiliate must submit all the necessary requirements and documentation that will allow ILLUSION(ILSN) to pay the fees to Affiliate ("Payment and Tax Information"). Payment and Tax Information may include Affiliate's proof of identity, proof of bank account ownership, BIR Certificate of Registration (BIR Form No. 2303) referred to in section 5.2(c), and other requirements and documentation as may be notified by ILSN to Affiliate from time to time.

If Affiliate fails to comply with the submission of any Payment and Tax Information, ILSN shall have the right to withhold payout of the fees due to Affiliate until Affiliate completes the Payment and Tax Information. Further, ILSN may, in its sole and absolute discretion, consider Affiliate's failure to submit all the Payment and Tax Information within the deadline ILSN may reasonably prescribe as lack of interest on the part of Affiliate to continue participating in the Program and to receive any fees from the Program, and shall thereby have the right to cancel Affiliate's participation in the Program and/or cancel payout of Affiliate's fees.

7. RESPONSIBILITIES AND RIGHTS OF ILLUSION(ILSN)

7.1 Platform. ILSN will operate and maintain the Platform. No changes relating to the features or functionalities of the Platform will affect the validity and enforceability of these Terms and Conditions.

7.2 Right to Cancel, Reject, or Remove. ILSN reserves the right to review any Affiliate Media and any related documentation submitted by Affiliate. If, in ILSN's sole judgment: (a) any Affiliate or Affiliate Media violates the Terms of Use of the Platform; (b) Affiliate violates or encourages violation of any applicable laws; (c) Affiliate breaches its obligations under this Agreement; (d) ILSN believes that any Affiliate Media may subject ILSN to criminal, civil, or administrative liability; or (e) any Affiliate

Media constitutes or contains Prohibited Content, ILSN may take one or more of the following measures:

- (a) request that the Affiliate Links and/or Affiliate Media be removed or taken down immediately;
- (b) require Affiliate to cure its violation, non-compliance, or breach within a specified period of time;
- (c) for each violation, impose a fine or Chargeback on Affiliate as liquidated damages, which fine or Chargeback will not relieve Affiliate from its liabilities if ILSN's losses exceed such amount; or
- (d) terminate this Agreement.

7.3 Changes to these Terms and Conditions and Terms of Use. ILLUSION(ILSN) may, at ILSN's discretion, update, amend, or modify these Terms and Conditions and the Terms of Use. If ILSN updates, amends, or modifies these Terms and Conditions or the Terms of Use, ILSN will make reasonable efforts to notify Affiliate of the updates, amendments, or modifications, including by publishing the modified Terms and Conditions and Terms of Use on the Platform's website, by email, or by instant message. Affiliate will check the Platform periodically for such updates and notices. The modified Terms and Conditions and/or Terms of Use take effect on publication. By continuing to use the Affiliate Links, Affiliate agrees to be bound by the updated, amended, or modified Terms and Conditions and Terms of Use. If Affiliate does not agree to be bound by the updated, amended, or modified Terms and Conditions and Terms of Use, Affiliate must terminate its participation in the Program pursuant to Section 9.

8. CONFIDENTIAL INFORMATION

8.1. "Confidential Information" means all information that is confidential in nature including, but not limited to: (a) any proprietary information of a party to these Terms and Conditions disclosed by one party to the other that is in written, graphic, machine readable, or other tangible form and is marked "Confidential" or "Proprietary" or in some other manner to indicate its confidential nature; (b) the ILLUSION(ILSN) materials and all other non-public marketing or technical information, even if not marked as confidential; and (c) all information collected or developed by ILSN regarding its Users. Confidential Information also includes oral disclosures if that information would reasonably be understood to be confidential from the context of disclosure.

8.2. Exceptions. Confidential Information will not include any information that: (a) was publicly known and made generally available before the time of disclosure by the disclosing party; (b) becomes publicly known and made generally available after disclosure by the disclosing party to the receiving party through no action or inaction of the receiving party; (c) is already in the lawful possession of the receiving party at the time of disclosure; (d) is obtained by the receiving party from a third party without a breach of that third party's obligations of confidentiality; (e) is independently developed by the receiving party without use of or reference to the disclosing party's Confidential Information; or (f) is disclosed by the receiving party pursuant to the disclosing party's prior written approval.

8.3 Non-Use and Non-Disclosure. Each party will: (a) treat as confidential all Confidential Information of the other party; (b) not disclose that Confidential Information to any third party, except on a "need to know" basis to third parties that have signed a non-disclosure agreement containing provisions substantially as protective as the terms of this Section and such party has obtained the written consent to that disclosure from the party that provided the Confidential Information; and (c) not use that Confidential Information except in connection with performing its obligations or exercising its rights under these Terms and Conditions. Each party is permitted to disclose the other party's Confidential Information if required by the applicable law so long as the other party is given prompt written notice of that requirement before disclosure and assistance in obtaining an order protecting that information from public disclosure.

9. TERM AND TERMINATION

9.1 Term. These Terms and Conditions take effect on the date that ILSN approves Affiliate's application to join the Program and continues to be in effect until terminated in accordance with Section 9.2 or 9.3 (the "Term").

9.2 Termination by Illusion (ILSN). ILSN may unilaterally terminate Affiliate's participation in the Program (including in respect to a particular PPP Project) at its sole discretion and for any reason which ILSN deems appropriate with seven (7) days' prior notice and disabling the Affiliate Links. ILSN may terminate Affiliate's participation in the Program (including in respect to a particular PPP Project) immediately and without any prior notice if Affiliate breaches its obligations under these Terms and Conditions.

9.3 Termination for Cause. These Terms and Conditions will terminate immediately upon:

(a) either party's dissolution or ceasing to do business, or the institution by or against either party of insolvency, receivership, or bankruptcy proceedings or any other proceedings for the settlement of either party's debts; or

(b) the occurrence of an event of Force Majeure (as defined in Section 13.4) that continues for more than 30 days.

9.4 Effect of Termination. Upon termination of these Terms and Conditions for any reason, Affiliate shall immediately cease all use of ILSN's Affiliate Links, and will cease representing itself as a ILLUSION(ILSN) Affiliate.

9.5 Termination due to Affiliate's Breach. If these Terms and Conditions are terminated due to Affiliate's breach of its obligations in accordance with Sections 9.2 or 9.3, all amounts payable to Affiliate by ILSN may be forfeited as liquidated damages without prejudice to ILSN's recourse for other rights or remedies available under applicable laws.

9.6 Survival. The following provisions will survive the termination or expiration of Affiliate's participation in the Program: Sections 1, 3, 4, 5, 8, 9, 10, 11, 12, 13 and any other provisions that, by their nature, are intended to survive. All liabilities that accrued before the termination or expiration will survive the termination or expiration of this Agreement.

10. REPRESENTATIONS AND WARRANTIES

10.1 Mutual Representations and Warranties. Each party represents and warrants that: (a) it is duly organized, validly existing, and in good standing in the jurisdiction it is formed; (b) its acceptance of these Terms and Conditions has been duly and validly authorized; (c) these Terms and Conditions constitute a valid, binding, and enforceable obligation upon its acceptance; and (d) it will comply with all applicable laws in performing under these Terms and Conditions.

10.2 Representations and Warranties by Affiliate. Affiliate represents and warrants that:

(a) the acceptance and performance of these Terms and Conditions will not be in conflict with or constitute a default under the terms of any agreement, instrument, judgment, decree, or any order, statute, rule, or governmental regulation applicable to Affiliate;

(b) all information provided by Affiliate to ILLUSION(ILSN) is complete, true, accurate and current, and that Affiliate has the right to conduct its business, including offering its products or services;

(c) no Affiliate Media contains (i) any information that violates or encourages violation of any applicable law; (ii) fraudulent or deceptive information or incentives; (iii) virus, malware, spyware, Trojan, phishing, or other malicious code that could breach or circumvent any Platform security measure; (iv) information marketing or promoting fake or counterfeit goods or illegal businesses (including apps or software that contain hidden charges); (v) any material that infringes any rights of any third party; or (vi) material that may be harmful, abusive, pornographic or obscene, threatening, or defamatory.

11. INDEMNIFICATION

11.1 Indemnification by Affiliate. Affiliate will indemnify, defend, and hold harmless ILSN and its affiliates and their directors, officers, and employees from and against all claims, actions, losses, damages, liabilities, costs, and expenses, including attorneys' fees and other legal expenses, arising directly or indirectly from or in connection with: (a) any breach by Affiliate of these Terms and Conditions; (b) any failure of Affiliate to perform its obligations under these Terms and Conditions in compliance with all applicable laws; (c) any violation of any rights of any third party related to Affiliate Media; or (d) Affiliate's fraud, negligence or willful misconduct.

11.2 Procedure. ILLUSION(ILSN) will promptly notify Affiliate of any claim that is subject to Section 11.1 and will permit Affiliate to assume and control the defense of that claim. ILSN will, however, have the right to employ separate counsel and participate in the defense of claims at the Affiliate's sole cost. Affiliate will have the sole authority to defend, compromise, settle, or otherwise dispose of a claim, but it will not agree to any disposition or settlement of a claim that admits liability or imposes duties of performance or payment on ILSN without ILSN's prior written consent. If the parties agree to settle a claim, Affiliate will not publicize the settlement without first obtaining ILSN's written permission.

12. LIMITATION OF LIABILITY

12.1 Disclaimer of Warranties. ALL ILLUSION(ILSN) MATERIALS AND AFFILIATE LINKS ARE PROVIDED "AS IS." AFFILIATE ACKNOWLEDGES AND AGREES THAT ILSN WILL HAVE NO LIABILITY ARISING FROM A FAILURE OF ANY SECURITY TECHNOLOGY OR PROCEDURE. ILSN DOES NOT WARRANT THAT THE ILSN MATERIALS OR AFFILIATE LINKS PROVIDED WILL BE AVAILABLE,

ACCESSIBLE, UNINTERRUPTED, SECURE, ACCURATE, COMPLETE OR ERROR-FREE, THAT DEFECTS, IF ANY, WILL BE CORRECTED, OR THAT THE SERVER THAT MAKES THE SAME AVAILABLE ARE FREE OF VIRUSES, CLOCKS, TIMERS, COUNTERS, WORMS, SOFTWARE LOCKS, DROP DEAD DEVICES, TROJAN-HORSES, ROUTINGS, TRAP DOORS, TIME BOMBS OR ANY OTHER HARMFUL CODES, INSTRUCTIONS, PROGRAMS OR COMPONENTS.

12.2 Disclaimer of Consequential Damages. ILLUSION(ILSN) WILL NOT, UNDER ANY CIRCUMSTANCES, BE LIABLE TO AFFILIATE FOR CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES ARISING OUT OF OR RELATED TO THE TRANSACTION CONTEMPLATED UNDER THESE TERMS AND CONDITIONS, INCLUDING LOST PROFITS OR LOSS OF BUSINESS.

12.3 Cap on Liability. UNDER NO CIRCUMSTANCES WILL ILSN'S TOTAL LIABILITY OF ALL KINDS ARISING OUT OF OR RELATED TO THESE TERMS AND CONDITIONS (INCLUDING WARRANTY CLAIMS), REGARDLESS OF THE FORUM AND REGARDLESS OF WHETHER ANY ACTION OR CLAIM IS BASED ON CONTRACT, TORT, OR OTHERWISE, EXCEED THE TOTAL AMOUNT PAID OR PAYABLE BY ILSN TO AFFILIATE UNDER THESE TERMS AND CONDITIONS FOR THE 6-MONTH PERIOD PRECEDING THAT CLAIM.

12.4 Independent Allocations of Risk. EACH PROVISION OF THESE TERMS AND CONDITIONS THAT PROVIDES FOR A LIMITATION OF LIABILITY OR EXCLUSION OF DAMAGES IS TO ALLOCATE THE RISKS OF THIS AGREEMENT BETWEEN THE PARTIES. THIS ALLOCATION IS AN ESSENTIAL ELEMENT OF THE BASIS OF THE BARGAIN BETWEEN THE PARTIES. EACH OF THESE PROVISIONS IS SEVERABLE AND INDEPENDENT OF ALL OTHER PROVISIONS OF THESE TERMS AND CONDITIONS, AND EACH OF THESE PROVISIONS WILL APPLY EVEN IF THESE PROVISIONS FAIL THEIR ESSENTIAL PURPOSE.

13. MISCELLANEOUS

13.1 Subcontractors. ILSN may exercise its rights under these Terms and Conditions via its affiliates and subcontractors. ILSN will be responsible for the compliance of those affiliates and subcontractors with the terms of these Terms and Conditions

13.2 Independent Contractor. These Terms and Conditions will not be construed as creating a partnership, joint venture, or agency relationship or as granting a franchise. The parties are independent contractors in the performance of these Terms and Conditions. Neither party is

authorized to bind the other party to any liability or obligation or to represent that it has any authority to do so.

13.3 Press Release. Except as expressly set forth in these Terms and Conditions or as required by the laws of any jurisdiction, neither party will make any public announcement or press release regarding the cooperation contemplated by these Terms and Conditions without the prior consent of the other party. Any party required by law to make a public announcement regarding any matter related to the cooperation contemplated by these Terms and Conditions will solicit from and consider in good faith the other party's feedback on the content of that public announcement.

13.4 Force Majeure. Neither party will be liable to the other party for any failure or delay in fulfilling an obligation (other than the financial obligations) under these Terms and Conditions if that failure or delay is attributable to circumstances beyond its control, including any fire, power failure, labor dispute, war, civil dispute, or government action (including any new law or regulation) or inaction ("Force Majeure"). The deadline for fulfilling the obligation in question will be extended for a period equal to that of the continuance of the Force Majeure event.

13.5 Governing Law and Resolution of Disputes. These Terms and Conditions shall be governed by and construed under the laws of the Republic of the Philippines. In the event of any dispute, controversy, claim, or difference of any kind whatsoever arising between the parties in connection with these Terms and Conditions, including the breach, formation, termination, scope, arbitrability, or validity of these Terms and Conditions, or in connection with the determination of any matters which are subject to objective determination pursuant to these Terms and Conditions ("Dispute"), upon written notice by one (1) Party to the other ("Dispute Notice"), the Parties shall attempt, to settle such Dispute in the first instance by mutual discussions between the parties. Any Disputes unresolved through the good faith discussion as per this Section, unless otherwise specified by the parties, shall at the request of a party to the other party to submit the Dispute to the arbitration ("Notice of Arbitration"), be referred to and finally resolved by arbitration administered by the Philippine Dispute Resolution Center, Inc. ("PDRCI") in accordance with the Arbitration Rules of the PDRCI for the time being in force ("PDRCI Rules"), which rules are deemed to be incorporated by reference in this Section. The seat of arbitration shall be the Philippines. This arbitration agreement shall be governed by Philippine law. The tribunal shall consist of three (3) arbitrators: one (1) appointed by each party within thirty (30) days of the receipt of a Notice of Arbitration by the receiving party and one (1) appointed by agreement of the arbitrators appointed by the parties within thirty (30) days of the appointment of the second arbitrator. In the absence of such agreement, the

third arbitrator shall be appointed in accordance with the PDRCI Rules. The language of the arbitration shall be English.

13.6 Notices. All notices under the terms of these Terms and Conditions will be deemed given as of the day they are received either by overnight courier, email, postage prepaid certified or registered mail, or facsimile, and addressed either to ILLUSION(ILSN) or Affiliate at their respective addresses.

13.7 Assignment. Affiliate may not voluntarily, involuntarily, or by operation of law assign any of its rights or delegate any of its obligations under these Terms and Conditions (in whole or in part), including by direct or indirect change of control, merger (whether or not Affiliate is the surviving entity), or operation of law, without ILSN's prior written consent, which ILSN may withhold in its sole and absolute discretion. Any direct or indirect change of control of equity ownership or management or control of Affiliate (whether or not Affiliate survives as an entity) will be deemed an assignment and delegation of these Terms and Conditions that requires ILSN's prior written consent. An assignment by Affiliate will not relieve Affiliate of its obligations under these Terms and Conditions unless ILSN expressly states otherwise in its written consent. ILSN will not release Affiliate of its liability under these Terms and Conditions unless ILSN expressly states otherwise in its written consent. ILSN may voluntarily, involuntarily, or by operation of law assign any of its rights or delegate any of its obligations under these Terms and Conditions (in whole or in part) without Affiliate's consent. Any purported assignment or delegation in violation of this Section 13.7 will be null and void. Subject to this Section 13.7 these Terms and Conditions will bind and inure to the benefit of each party's respective permitted successors and permitted assigns.

13.8 Waiver. Any waiver of the provisions of these Terms and Conditions or of a party's rights or remedies under these Terms and Conditions must be in writing provided in accordance with Section 13.6 to be effective. Failure, neglect, or delay by a party to enforce the provisions of these Terms and Conditions or its rights or remedies at any time will not be construed as a waiver of the party's rights under these Terms and Conditions and will not in any way affect the validity of the whole or any part of these Terms and Conditions or prejudice the party's right to take subsequent action. Exercise or enforcement by either party of any right or remedy under these Terms and Conditions will not preclude the enforcement by the party of any other right or remedy under these Terms and Conditions or that the party is entitled by law to enforce.

13.9 Severability. If any term, condition, or provision in these Terms and Conditions is found to be invalid, unlawful, or unenforceable to any extent, the parties will endeavor in good faith to agree to amendments that will preserve, as far as possible, the intentions expressed in these Terms and

Conditions. If the parties fail to agree on an amendment, the invalid term, condition, or provision will be severed from the remaining terms, conditions, and provisions of these Terms and Conditions, which will continue to be valid and enforceable to the fullest extent permitted by law, and the tribunal will preserve, as far as possible, the original intention of the parties with respect to the severed term, condition, or provision.

13.10 Remedies Cumulative. No single or partial exercise of any right or remedy will preclude any other or further exercise of any other right or remedy. Rights and remedies provided in these Terms and Conditions are cumulative and not exclusive of any right or remedy provided at law or in equity.

13.11 Confidentiality of Agreement. Affiliate will not disclose any terms of these Terms and Conditions to any third party without ILSN's prior written consent, except as required by applicable law.

13.12 Language. If these Terms and Conditions is executed in more than one language, then only the English version is binding on the parties.

13.13 Headings. Headings are used in these Terms and Conditions for reference only and will not be considered when interpreting these Terms and Conditions.

13.14 Integration. These Terms and Conditions constitute the entire agreement of the parties with respect to the subject matter of these Terms and Conditions and supersede all previous communications, representations, understandings, and agreements, either oral or written, between the parties with respect to that subject matter. No terms, provisions, or conditions of any purchase order, acknowledgement, or other business form that either party may use in connection with the transactions contemplated by these Terms and Conditions will have any effect on the rights, duties, or obligations of the parties under, or otherwise modify, these Terms and Conditions, regardless of any failure of a receiving party to object to these terms, provisions, or conditions.



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