

JOBRELY AFFILIATE AGREEMENT

BY USING JOBRELY SERVICES AND SHARING REFERRAL LINK, YOU AND ANY ENTITY THAT YOU REPRESENT (“REPRESENTATIVE,” OR “YOU”) ARE UNCONDITIONALLY CONSENTING TO BE BOUND BY AND ARE BECOMING A PARTY TO THIS VIRATUS, JSC. (“JOBRELY”) AFFILIATE AGREEMENT (“AGREEMENT”), EFFECTIVE AS OF THE DATE OF SUCH CLICK (THE “EFFECTIVE DATE”). IF REPRESENTATIVE DOES NOT UNCONDITIONALLY AGREE TO ALL OF THE TERMS OF THIS AGREEMENT, JOBRELY SERVICES CAN NOT BE USED AND ACCOUNT MUST BE DELETED. IF THESE TERMS ARE CONSIDERED AN OFFER, ACCEPTANCE IS EXPRESSLY LIMITED TO THESE TERMS. IF YOU ARE EXECUTING THIS AGREEMENT ON BEHALF OF AN ORGANIZATION, YOU REPRESENT THAT YOU HAVE AUTHORITY TO DO SO.

Definitions

“Customer Agreement” means the first written agreement (for clarity, including only the first Order Form) by which JobRely agrees to supply a Customer access to any Product.

“Customer” means a Prospect referred by Representative to JobRely via a valid Referral Link and who enters into a written Customer Agreement with JobRely.

“Net Revenue” shall mean the subscription revenues actually received by JobRely (for clarity, not including any amounts for implementation, training, or other professional, consulting or support services), exclusive of: (a) sales, excise and similar taxes; (b) bank fees, credit card fees, and other collection costs; and (c) returns, chargebacks, refunds, allowances, discounts and adjustments.

“Products” means the products and services provided to Customers by JobRely, including any successor line of products or services.

“Prospect” means a Representative contact who may be interested in acquiring the Products.

“Territory” means worldwide.

Referrals and Obligations

Referrer Relationship. Subject to the terms and conditions of this Agreement, Representative will use reasonable commercial efforts to promote and refer Prospects to JobRely on a nonexclusive basis in the Territory, including, but not limited to the following activities: (i) presenting JobRely’s Products in appropriate sales opportunities, (ii) facilitating face-to-face meetings between JobRely and the Prospect, (iii) arranging for appropriate Representative

personnel to participate in introductory meetings between JobRely and the Prospect, and (iv) at the request of JobRely, engaging in reasonable continuing assistance in connection with the finalization of a Customer Agreement with the Prospect.

Independent Contractors. The parties are independent contractors and not partners, joint venturers or otherwise affiliated and neither has any right or authority to bind the other in any way. Accordingly, Representative shall not commit JobRely to any Customer Agreement.

Commissions; Taxes

Commissions. During the term of this Agreement, for each Customer Agreement executed by JobRely and a Customer, JobRely will pay to Representative a "Commission" in the amount set forth on Exhibit A hereto.

Payment Terms. Unless otherwise agreed by the parties in writing, Commissions shall be paid on a calendar quarterly basis, within thirty (30) days after the end of each calendar quarter for Net Revenue that is actually received by JobRely from each Customer during the immediately previous calendar quarter, to the account designated by Representative during the affiliate account registration process.

Taxes. Each party shall be responsible for and pay any and all applicable taxes, customs, withholding taxes, duties, assessments and other governmental impositions resulting from its own activities under this Agreement.

Expenses. Each party will be responsible for the expenses that it incurs in connection with the performance of this Agreement, except as may otherwise be mutually agreed upon by the parties.

Ownership. As between the parties, JobRely owns all right, title and interest in and to the Products and any marketing materials related thereto (including, without limitation, all intellectual and other proprietary rights therein and related thereto). Without limiting the foregoing, Representative acknowledges and agrees that JobRely may freely use all Prospect information provided to JobRely for any purpose.

Warranties; Disclaimer

Warranties. Any warranties for the Products shall run directly from JobRely to the Customer or Prospect. In no event shall Representative make any representation, guarantee or warranty concerning the Products, or terms and conditions of any Customer Agreement, except as expressly authorized in writing by JobRely. Representative will comply with all applicable laws and regulations in its performance of this Agreement (including, without limitation, all anti-spam and privacy laws). Representative shall indemnify, defend and hold harmless JobRely, its directors, officers, and agents against any liability, loss, costs, or damages arising out of or related to Representative's breach or alleged breach of this Section 5.1.

Disclaimer. JobRely, ON BEHALF OF ITSELF AND ITS SUPPLIERS AND LICENSORS, MAKES NO WARRANTIES TO REPRESENTATIVE, EXPRESS OR IMPLIED, AND HEREBY SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, NONINFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE, AND ALL

WARRANTIES ARISING OUT OF USAGE OR TRADE, COURSE OF DEALING AND COURSE OF PERFORMANCE.

Liability Limitation

EXCEPT WITH RESPECT TO A BREACH OF SECTION 8 AND/OR REPRESENTATIVE'S INDEMNIFICATION OBLIGATIONS HEREUNDER, (I) NEITHER PARTY WILL BE LIABLE OR OBLIGATED WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR UNDER ANY CONTRACT, TORT, STRICT LIABILITY OR OTHER LEGAL OR EQUITABLE THEORY, WHETHER OR NOT ADVISED OF THE POSSIBILITY OF SUCH DAMAGES WHATSOEVER, FOR ANY SPECIAL, INDIRECT, INCIDENTAL, EXEMPLARY, PUNITIVE, RELIANCE OR CONSEQUENTIAL DAMAGES, INCLUDING LOSS OF PROFITS, REVENUE, DATA OR USE, AND (II) NEITHER PARTY'S LIABILITY SHALL EXCEED THE COMMISSIONS PAYABLE BY JobRely TO REPRESENTATIVE DURING THE TERM OF THIS AGREEMENT.

Term and Termination

Term. This Agreement shall be effective as of the Effective Date and shall continue in full force and effect for the period set forth on Exhibit A hereto, unless and until either party terminates this Agreement pursuant to Section 7.2.

Termination. Either party may, without cause, terminate this Agreement upon written notice to the other party. This Agreement may also be terminated by either party upon written notice if the other party breaches this Agreement in any material respect.

Effect of Termination. Upon any termination or expiration of this Agreement, (i) all monies due Representative will immediately become due and payable within thirty (30) days following termination or expiration; (ii) Representative shall immediately cease all promotion of the Products and shall immediately return to JobRely, or at the option of JobRely, destroy, all Confidential Information of JobRely and any Products provided to Representative hereunder; and (iii) JobRely may market, sell or provide the Products to any third party, without obligation to pay Representative any Commissions (provided that if a Prospect (a) is in active negotiations with a JobRely on the effective date of termination or expiration of this Agreement, and (b) becomes a Customer within 45 days of termination or expiration of this Agreement, then JobRely will pay Representative a Commission with respect to such Customer). Notwithstanding any termination or expiration of this Agreement, the following Sections shall survive and remain in effect: Sections 1, 4, 5, 6, 7.3, 8 and 9. Any termination or expiration of this Agreement shall be without prejudice to any other rights or remedies available under this Agreement or at law.

Confidentiality

All documents, data files, information and other materials made available to Representative in connection with this Agreement, including without limitation all information regarding services, JobRely customers (including those customers and potential customers referred to JobRely by Referrer), marketing data, business plans, and technical information (collectively "Confidential Information") shall be deemed to have been furnished to Representative in confidence and shall remain the exclusive property of JobRely both during the term of this Agreement and after this Agreement is terminated or expired. Representative shall treat as trade secrets and keep in strict confidence all Confidential Information it acquires from JobRely at any time or develops for or on behalf of JobRely, and Representative will not at any time during the terms of this Agreement or thereafter use such Confidential Information for its own benefit or disclose or permit any of its employees, agents, or representatives to disclose such Confidential Information to any person or entity without a written consent from JobRely.

JobRely shall retain full ownership of all Referred Customers that Representative refers to JobRely under this Agreement, including all information relating to such Referred Customers.

Miscellaneous

Choice of Law; Arbitration. This Agreement shall be governed by and construed in accordance with the laws of the Republic of Lithuania, without regard to the provisions of the conflict of laws thereof. Any controversy or claim (except those arising out of Sections 4 or 8) arising out of or relating to this Agreement, or the breach thereof, shall be settled by arbitration in accordance with the LITHUANIAN COURT OF ARBITRATION

, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof, provided however, that each party will have a right to seek injunctive or other equitable relief in any court of competent jurisdiction. The prevailing party will be entitled to receive from the nonprevailing party all costs, damages and expenses, including reasonable attorneys' fees, incurred by the prevailing party in connection with that action or proceeding, whether or not the controversy is reduced to judgment or award. The prevailing party will be that party who may be fairly said by the arbitrator(s) to have prevailed on the major disputed issues. Both parties hereby consent to the arbitration in the Republic of Lithuania in the city of Vilnius.

Notices. Any notice or other communication required or permitted in this Agreement shall be in writing (email to suffice) and shall be deemed to have been duly given on the day of service if served personally or upon receipt if sent by facsimile transmission with confirmation or if mailed by Lithuanian Post mail, registered or certified, postage prepaid, and addressed to the respective parties at the addresses set forth above, or at such other addresses as may be specified by either party pursuant to the terms and provisions of this section.

Assignment. Neither party may assign, without the prior written consent of the other, its rights, duties or obligations under this Agreement to any person or entity, in whole or in part; provided, however, that this Agreement may be assigned by JobRely without the consent of Representative to any successor corporation or entity whether by purchase of all or substantially all of the assets relating to this Agreement, a sale of a controlling interest of its capital stock, by merger, consolidation or otherwise. Any other assignment shall be null and void. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

Severability. Any provision of this Agreement that is determined to be unenforceable or unlawful shall not affect the remainder of the Agreement and shall be severable therefrom, and the unenforceable or unlawful provision shall be limited or eliminated to the minimum extent necessary to that this Agreement shall otherwise remain in full force and effect and enforceable.

Entire Agreement. This Agreement (together with all attachments and exhibits hereto) constitutes the entire agreement between the parties and supersedes any and all prior agreements between them, whether written or oral, with respect to the subject matter hereof. This Agreement may not be amended, modified or provision hereof waived, except in a writing signed by the parties hereto. No waiver by either party, whether express or implied, of any provision of this Agreement, or of any breach thereof, shall constitute a continuing waiver of such provision or a breach or waiver of any other provision of this Agreement.

Exhibit A

Commissions and Term

Commission: 10% percent (10%) of a new Customer's first order actually received by JobRely in respect of the Customer Agreement during the twelve (12) months following execution of such Customer Agreement.

Term: one (1) calendar year, and this Agreement shall automatically renew for successive one (1) year terms, unless either party provides the other party with written notice of its intention not to renew at least 30 days prior to the end of the then-current term.