

Partner Registration & Media Agency Agreement

One registration. One agreement. Choose your preferred payment method and complete the relevant payment details below.

ILS Europe S.L Av. Ricardo Soriano 21, floor #5 29601 Marbella, Spain CIF B75970590	ILS Media Group www.ilsmedia.com General contact: Isabell Bach <isabell@ilsmedia.com> Finance: selfbilling@ilsmedia.com
--	--

STEP 1

Company Information

Company Legal Name:		Company Registration Number:	
Legal Registered Address:		VAT / EIN / Tax ID:*	
Country:		City:	
ZIP / Postal Code:			

*EU businesses wishing to apply the VAT reverse charge method should provide a valid VAT number. US businesses should provide EIN. Businesses in other locations should provide their Tax ID number or N/A.

STEP 2

Partner Profile & Traffic Information

Business Type: ☐ Individual ☐ Company

Operating Model: ☐ Media Buyer ☐ Network

Average Monthly Volume:		Proven GEOs:	
Main Traffic Sources:		Previous Direct ADV / Network Experience:	

References (if applicable): Please share up to 3 direct advertisers or affiliate networks we may contact.

Reference 1:		Contact / Email:	
Reference 2:		Contact / Email:	
Reference 3:		Contact / Email:	

STEP 3

Contact Information

Full Name:		Position / Title:	
Email:		Phone:	
Telegram: (required - so we can reach you)		Account / Account Email:	

STEP 4

Payment Method

Select one: ☐ Bank Transfer ☐ Crypto

Complete only the section that corresponds to your selected payment method.

BANK TRANSFER

Bank Name:		SWIFT / BIC:	
Beneficiary Name:		Billing Email:	
Bank Account / IBAN:		Routing Number (US only):	

CRYPTO

Cryptocurrency Type:		Blockchain / Network:	
Beneficiary Name:		Billing Email:	
Wallet Address:		Phone:	

☐ I confirm that the payment details provided above are accurate and belong to me / the company represented in this Agreement.

☐ If Crypto is selected, I confirm that the wallet address and blockchain/network entered above are correct.

PAYMENT TERMS

Weekly Payment Options

Weekly via Wire (EUR)

Paid every Tuesday

Minimum threshold: EUR 500

IO required

Weekly via Crypto (USDT - TRC20)

Paid every Tuesday

Minimum threshold: EUR 500

IO required | 2.5% fee

2x Weekly Payments (for high volume)

Mon-Wed traffic	Invoice Thursday Payment Friday
Thu-Sun traffic	Invoice Monday Payment Tuesday
Minimum threshold	EUR 10,000 (Mon-Wed)

Payment schedules are subject to the applicable payment method and agreed volume terms.

STEP 5

Agreement & Acceptance

This Media Agency Agreement is to be completed and executed by the Agent Partner identified in this document (the “Agent Partner”) to register and establish a contractual relationship for the Services with ILS Europe S.L, a company incorporated under the laws of Spain, having its registered place of business at Av. Ricardo Soriano 21, floor #5, 29601 Marbella, Spain, and registered with CIF B75970590 (hereinafter “ILS Media Group”) under the provisions of the Framework Agreement stipulated below.

By completion and execution of this Media Agency Agreement, the Agent Partner and its representative declare that they have received and accepted the applicability of the ILS Media Group Terms & Conditions. The ILS Media Group Terms & Conditions apply to any Services provided by the Agent Partner to ILS Media Group. Any general terms and conditions of the Agent Partner are explicitly rejected.

Any definitions used in this Media Agency Agreement have the meaning given to them in the ILS Media Group Terms & Conditions unless stipulated otherwise in this Media Agency Agreement.

For the provision of its Services, the Agent Partner is entitled to receive a Commission from ILS Media Group. ILS Media Group guarantees the prompt and complete payment of the Commission to the Agent Partner.

If any provision of this Media Agency Agreement should to any extent be or become invalid, void, or unenforceable, the other provisions shall continue to be applicable and enforceable. With respect to the invalid or void provision, ILS Media Group shall provide an amended text for such provision which is valid and legitimate thereby respecting the initial objective of the original provision.

- ☐ I confirm that the information provided in this registration is true, accurate and complete.
- ☐ I have read and accept the ILS Media Group Terms & Conditions set out in this Agreement.
- ☐ I confirm that I am authorized to enter into this Agreement on behalf of the Agent Partner.

Execution

AGENT PARTNER	ILS EUROPE S.L
Name: 	Name: Daniel Bach
Title: 	Title: Director
Date: 	Date:
Signature: 	Signature:

ILS Media Group Terms & Conditions

The following Terms & Conditions form part of the Agreement.

1. Applicability

1.1 The following terms and conditions ("Terms and Conditions") shall apply to the Services (as defined below) provided by ILS Media Group (as further detailed below) to the Agent Partner (as defined below).

1.2 By signing up, registering, or otherwise enrolling as an Agent Partner with ILS Media Group, the Agent Partner declares to agree with and accept the applicability of these Terms and Conditions. The sign-up information and Media Agency Agreement (as defined below) of the Agent Partner, together with these Terms and Conditions, and any subsequently submitted Media Agency Agreement(s), collectively form the "Agreement".

1.3 Any changes or additions to these Terms and Conditions shall only be valid once agreed upon with ILS Media Group and confirmed in writing. The applicability of any other terms and conditions, including any terms or conditions which are implied by trade, custom, practice, or course of dealing or which the Agent Partner may purport to apply or which are endorsed upon any correspondence or documents issued by the Agent Partner irrespective of their date of communication to ILS Media Group, are explicitly excluded.

2. Definitions

2.1 In these Terms and Conditions, the following definitions shall have the following meaning: "Ads": email content, banner ads, buttons, pop-ups, popunders, co-registrations, lead generations, hypertext or other links, widgets, works of authorship, jumbo promos, content scripts, add tags, silver bullets, pre-landers, site skins, promotional and other advertising material and any kind of commercially sponsored or related content, related to Agent Partner and/or a specific Campaign. "Agent Partner Account": the online account provided by ILS Media Group to the Agent Partner. "ILS Europe, S.L.": a company incorporated under the laws of Spain, also acting under the trade name ILS Media Group, having its registered place of business at, and registered under number B75970590. "Agent Partner": any natural or legal person acting in the exercise of a professional activity (including their agents, representatives, employees, or any other person acting on their behalf) who has registered, or enrolled in the ILS Media Group Agency network to provide the Services. "Campaign": the advertisement campaign of ILS Media Group as further detailed on the Media Agency Agreement and accessible via a specific URL. "Commission": the commission fee per Conversion to be paid by ILS Media Group to the Agent Partner, as further detailed in Clause 5. "Confidential Information": all non-public information disclosed (whether in writing, orally, electronically, or otherwise) by ILS Media Group to the Agent Partner and its Agent Partners before and during the Agreement and that is marked or otherwise designated as 'confidential' or 'secret', or by its nature should be considered confidential at the time of disclosure, thereby including, without limitation: processes, methods, formulae, technical information, information in tangible or intangible form relating to and including released or unreleased software, marketing or promotional activities, business policies or practices, business relations and pricing/financial information. "Content": information, text, artwork, graphics, images, pictures, and/or other materials, provided, transmitted, or shared with ILS Media Group by Agent Partner. "Conversion": an action upon which the commercial deal is based, for example, if the commercial deal is: CPM (Cost Per Mille), CPA (Cost Per Action), CPC (Cost Per Click), CPL (Cost Per Lead), CPD (Cost Per Download), CPPU (Cost Per Paying User), CPAU (Cost Per Active User), CPI (Cost Per Install), then conversion is considered respectively: mille, action, click, lead, download, paying user, active user and install. "Conversion Statistics": statistical data for a Campaign that reflects the Conversion on and via relevant Landing Pages. "Effective Date": the execution date of the Media Agency Agreement with the Agent Partner. "Intellectual Property Rights": all intangible, intellectual, proprietary, and industrial property rights, worldwide, whether registered or unregistered, including, but not limited to (a) all trademarks, service marks, trade names, and logos; (b) all copyrights, moral rights, and other rights in works of authorship, including Content, and including copyrights in software (source code); (c) all database rights, (d) all patents or utility models; (e) all designs and drawings; and (f) all other rights in or connected to (technical) know-how or trade secrets. "Landing Page": the URL related to a Campaign that embeds a tracking code provided by ILS Media Group to measure Conversion Statistics. "Media Agency Agreement": the sign-up and registration agreement completed and executed by the Agent Partner. "Service(s)": the services provided by the Agent Partner through one or more Agent Partner(s) in order to generate and/or improve Conversion and collect data to optimize a Campaign by means of (without limitation) distributing the Ads. "Sanction": A penalty imposed on Agent Partners for non-compliance with the terms of the agreement or other standards as defined by ILS Media Group. "Non-Compliance": Failure to adhere to the terms of the agreement, legal regulations, ethical standards, marketing guidelines, or any other criteria established by ILS Media Group. during the term of the agreement.

3. Services

3.1 Upon execution of the Media Agency Agreement by the Agent Partner and acceptance of the Media Agency Agreement by ILS Media Group, the Agent Partner shall start providing the Services to ILS Media Group.

3.2 The Agent Partner shall perform the Services on a best-efforts basis, thereby taking into account professional skill and care.

3.3 ILS Media Group may provide Agent Partner access to an Agent Partner Account. Agent Partner shall be independently responsible and liable for any actions (for example of employees of Agent Partner) under the Agent Partner Account.

3.4 ILS Media Group has the right to (temporarily) suspend the Services with immediate effect, and without incurring any liability towards the Agent Partner, in the event one of the following situations occurs and for at least the duration this situation and/or its consequential effects: a) The Media Agency Agreement has not been submitted and/or executed properly by duly authorized representatives of Agent Partner; b) Agent Partner does not, or does no longer comply with one or more of the representations and warranties set forth under Clause 4.1; and/or c) Agent Partner does not (timely) comply with the obligation set forth under Clause 4.2. 4

3.5 In the event that the ILS Media Group decides to (temporarily) hold, (temporarily) pause, or request amends of the Ads, the Agent Partner will procure on a best-effort basis that the requested hold, pause, or amendment will take effect within twenty-four (24) hours as from the notification (including by email) from ILS Media Group.

3.6 The Agent Partner may request the provision of additional Campaign Services, such requests to be submitted through the Media Agency Agreement, email, or Skype.

3.7 ILS Media Group reserves the right to reject any sales generated by the Agent Partner if such sales do not comply with the Company's policies, standards, and applicable laws. Sales may be rejected for reasons including, but not limited to, the following: a) The sale was not properly tracked or recorded due to technical errors or failures. b) The sale was determined to be fraudulent, including but not limited to, sales resulting from the use of false information, fake credit card details, or other deceptive practices. c) The sale was generated through prohibited marketing methods, such as spamming, unauthorized use of trademarks, or other practices that violate the ILS Media Group Agency Agreement and applicable laws. d) The sale did not meet the required criteria set forth, such as minimum purchase amount, eligibility of the products or services, or geographical restrictions.

3.8 In the event that a sale is rejected, ILS Media Group will notify the Agent partner within a reasonable time-frame, providing the reason for such rejection. The Agent partner agrees to promptly review and address any issues related to the rejected sale.

3.9 The Agent partner agrees to comply with all policies and procedures related to sales generation and to cooperate fully in any investigation of rejected sales. The Agent partner acknowledges that repeated rejections may result in sanctions imposed according to Clause and consecutive.

4. Obligations of Agent Partner

4.1 The Agent Partner represents and warrants towards ILS Media Group: a) that any information regarding Agent Partner, its business and/or website(s) shall be true, accurate, and complete and that it shall inform ILS Media Group without delay of any changes or updates in respect thereof; b) that (the Content of) the Campaign and/or Ads shall be in compliance with any and all applicable laws and regulations in the countries where the Campaign and Ads will be advertised and do not contain false, untrue, or misleading information; c) that (the Content of) the Campaign and/or Ads, thereby including the products and/or services offered therein, shall not infringe upon the (intellectual) property rights of any third parties; d) that (the Content of) the Campaign and/or Ads shall not be discriminating, offensive, inappropriate or prohibited in any way; e) to adhere to and comply with the obligations set forth in these terms and conditions; f) that the Agent Partner shall act in compliance with any and all applicable laws, regulations (amongst others in relation to privacy), and/or industry codes (where applicable, e.g. for the dating industry). g) The Agent Partner shall remain fully responsible for all acts or omissions of its sub-affiliates, publishers, or third parties operating on its behalf, and shall ensure compliance with these Terms as if such actions were performed directly by the Agent Partner.

4.2 In the event ILS Media Group (in its role as an intermediary) receives a 'notice and take down' and/or complaint request (for alleged unlawful or inappropriate content) from a third party regarding Ads and/or Content placed by the Agent Partner, ILS Media Group will inform the Agent Partner thereof and will request immediate appropriate action from the Agent Partner.

4.3 ILS Media Group is entitled to request additional guarantees from the Agent Partner to ensure the proper performance by the Agent Partner of its obligations under this agreement.

4.4 The Agent Partner shall direct all traffic exclusively to the checkout page corresponding to the specific product category being promoted (including, without limitation, Pets, Beauty, Electronics, or any other applicable category) as agreed between the Agent Partner and ILS Media Group. The specific product category, along with any related changes, shall be confirmed in writing by the designated ILS Account Manager prior to initiating or launching traffic. ILS Media Group warrants that users accessing a category-specific checkout page will only be subscribed to offers and concepts belonging to that same product category. In the event of any uncertainty regarding the appropriate product category or checkout page, the Agent Partner shall obtain written confirmation from its designated Account Manager prior to initiating or launching traffic.

5. Commission and payment

5.1 For providing the Services during the Agreement, the Agent Partner is entitled to receive a Commission from ILS Media Group.

5.2 ILS Media Group will calculate the Commission on the basis of the Conversion Statistics. Agent Partner acknowledges and accepts that the Conversion Statistics will comprise evidence for the calculation of the Commission, regardless of the Agent Partner's right to provide evidence of the contrary.

5.3 ILS Media Group will invoice the Agent Partner the Commission on a weekly, bi-weekly, or monthly basis, as determined by ILS Media Group. The payment term will be determined in mutual consultation. The Agent Partner shall never be permitted to offset or withhold any amounts or payments to ILS Media Group with invoices of ILS Media Group.

5.4 Any commissions previously credited to the Agent partner for rejected sales will be deducted from future commissions. If no future commissions are available, the Agent partner shall promptly refund the amount to ILS Media Group upon request.

5.5 Any disputes regarding the correctness or completeness of an invoice and/or the Conversion Statistics must be notified by Agent Partner to ILS Media Group without delay, but in no event later than within four (4) days from the invoice date. Any such disputes need to be supported with evidence. If dispute inquiries were not timely received by ILS Media Group, the invoice may automatically be deemed accepted and payable in full by ILS Media Group.

5.6 In the event that ILS Media Group does not or not timely pay the Commission due, the Agent Partner is entitled to immediately (temporarily) suspend the Services without incurring any liability towards ILS Media Group.

6. Term and termination

6.1 The Agreement shall come into force on the Effective Date and shall remain in effect for a term of one (1) year after which it will be renewed and extended automatically by consecutive periods of one (1) year each, unless terminated earlier as per this Clause 6. Notwithstanding the aforementioned, the Agreement will remain in force as long as there are any Ads running.

6.2 Both ILS Media Group and Agent Partner are entitled to terminate the Agreement (in whole or in part, for example, only regarding a specific Campaign) with or without cause by providing written notice to the other party, thereby taking into account a notice period of at least seventy-two (72) hours, without incurring any liability towards the other party in respect hereof.

6.3 Both ILS Media Group and the Agent Partner are furthermore entitled to terminate the Agreement in writing, with immediate effect and without incurring any liability towards the other party, in the event the other party: (i) has been declared bankrupt, files for bankruptcy or requests a suspension of payments, or (ii) ceases its business or is in the process of liquidation.

6.4 ILS Media Group will also be entitled to immediately terminate the Agreement or to (temporarily) suspend the Services (in whole or in part, for example regarding a specific Campaign), without incurring any liability towards the Agent Partner, in the event of (i) Agent Partner's non-compliance with one or more of the warranties or representations under Clause

3.7 and consecutive, Clause 4.1, or (ii) Agent Partner being in default of one or more of its obligations under the Agreement which default cannot be remedied or has not been remedied within seven (7) days after notification of default by or on behalf of ILS Media Group.

6.5 Upon termination of the Agreement in whole, or for the relevant part thereof (for example, a specific Ad), the Agent Partner shall immediately cease the Service in whole or in part (for a specific Ad as the case may be) and delete all links in Landing Pages that relate to the terminated Campaign(s). Any confidential information related to the terminated Agreement or Services shall be deleted by the receiving party, including all copies thereof.

6.6 Upon termination of the Agreement as a whole, regardless of the reason thereof, the provisions that are intended to survive the termination of the Agreement, shall remain applicable and in full effect. This in particular entails Clauses 6.5, 6.6, (Intellectual Property Rights), (Confidentiality), (Miscellaneous), and (Applicable law).

7. Intellectual Property Rights

7.1 ILS Media Group or its licensors own all rights, titles, and interests in the Intellectual Property Rights connected to ILS Media Group and the Services.

7.2 The Agent Partner or its licensors, own all rights, titles, and interests in the Intellectual Property Rights in and connected to the Ads.

7.3 During the term of the Agreement or applicable Campaign (as the case may be), ILS Media Group hereby grants to the Agent Partner with a non-exclusive license to copy, disclose, transfer, or otherwise use (the Content of) the Campaign and related Intellectual Property Rights for the purpose of providing the Services. This license includes the right to sub-license (the Content of) the Campaign and related Intellectual Property Rights to Agent Partner(s).

7.4 Nothing in these Terms and Conditions or the Agreement is intended to include the transfer of any Intellectual Property Rights owned by ILS Media Group, to the Agent Partner, or their respective licensors, Agent Partner, or a third party.

8. Confidentiality and data processing

8.1 The receiving party shall keep confidential all confidential information from the disclosing party, and the content of any communication between the parties (as the case may be) in connection with the Agreement and/or the Services.

8.2 With respect to the confidential information, the receiving party: (i) shall not use or disclose such confidential information for any purpose except as necessary to fulfil the Services or other obligations under the Agreement, or as required by law; (ii) shall limit access to the confidential information solely to employees, agents or any other person who needs to obtain such access to fulfil the Services or any other obligation under the Agreement, and (iii) shall require its employees, agents and other persons who have access to the confidential information to abide by confidentiality obligations.

8.3 The receiving party shall be liable for any breach of the confidentiality obligations under this Clause by any of its employees, agents, or any other person who obtained access to the confidential information.

8.4 Confidential Information shall not include information that is or has become publicly available through no fault of the receiving party or that was or has been rightfully and independently developed or obtained by the receiving party free from any duty of confidentiality.

8.5 Agent Partner shall at all times be independently responsible for compliance with applicable laws and regulations, including applicable laws relating to the collection, processing, and transfer of personal data such as the European General Data Protection Regulation ("GDPR"). The Agent Partner acknowledges that it shall act as an independent "controller" within the meaning of the GDPR. The Agent Partner shall indemnify and hold ILS Media Group harmless from and against any and all third-party claims, damages, losses, costs or expenses or any damages or costs awards sustained or incurred by ILS Media Group in connection with any complaint made against ILS Media Group under the GDPR and similar legislation anywhere outside the European Economic Area (EEA) as a result of Agent Partner's failure to obtain the necessary lawful ground for processing any personal data.

9. Liability and indemnification

9.1 In no event will ILS Media Group or any of its subsidiaries, partners, licensors, suppliers or clients be liable for any direct, indirect, consequential, punitive, special or incidental damages resulting from, arising out of or in connection with the performance or use of, or inability to perform or use the Service, even if ILS Media Group has been advised of the possibility of such damages, except to the extent that such damages arising directly and solely from wilful misconduct or gross negligence on the part of ILS Media Group.

9.2 In no event will ILS Media Group be liable for defects in the products and/or services offered in the Campaign or for any damage caused thereby. Additionally, ILS Media Group has no control over, and shall therefore not be liable for, the lawfulness of the (Content of the) Ads.

9.3 In no event will ILS Media Group be liable for any damages caused by the Agent Partner or its Agent Partners to a third party.

9.4 If and to the extent any exclusion or limitation of liability or disclaimer of warranty set out in this Clause shall not be allowed under applicable law, such exclusion, limitation, or disclaimer will not apply to the Agent Partner, but only to the extent it shall not be allowed. In such cases, such exclusion, limitation, or disclaimer shall be limited to the extent required by applicable law.

9.5 Except to the extent that liability cannot be limited under applicable law, any and all liability of ILS Media Group is limited to the amount paid out, if any, under its liability insurance coverage in the matter concerned. In the event and to the extent that no money is paid out under its liability insurance for whatever reason, any and all liability of ILS Media Group shall be limited to a maximum amount of € 5,000 (five thousand Euros).

9.6 In any event, a claim on ILS Media Group shall lapse in case ILS Media Group did not receive written notice of such a claim no later than within (twelve) months after the earlier of (i) termination date of the Agreement, (ii) the discovery by the Agent Partner of an event or circumstance that gives or may give rise to that claim or (iii) the moment that the Agent Partner could have reasonably discovered an event or circumstance that gives or may give rise to that claim.

9.7 The Agent Partner shall indemnify and hold ILS Media Group, its subsidiaries, and each of their respective officers, directors, partners, members, managers, employees, agents, and attorneys harmless from and against all third party claims, damages, and/or costs (including legal costs) that arise from the breach with one or more of the representations and warranties set forth under Clause

4.1 unless such claims directly result from wilful misconduct or gross negligence by ILS Media Group.

9.8 Any inconsistency or mismatch between the promoted products, advertising messaging, creatives, traffic intent, or audience targeting and the selected checkout page or product category as set forth under Clause

4.4 shall be deemed the sole responsibility and liability of the Agent Partner.

10. Sanctioning System

10.1 The application of the sanctioning system by ILS Media Group to its Agent Partners will be motivated in case of Breach of the terms of this agreement, Breach of laws or regulations, Unethical business practices, Failure to meet agreed performance standards, or any other endangerment of ILS Media Group's reputation or interests.

10.2 ILS Media Group's internal procedures will be carried out to detect and report non-compliance by Agent Partners to ensure proper enforceability and compliance.

10.3 Upon receipt or detection of a report that violates the terms of this agreement or the marketing guidelines provided, ILS Media Group will conduct an internal investigation that will be performed with confidentiality, whose results will be documented and securely stored.

10.4 Upon investigation and conclusion of the type of findings, ILS Media Group will determine the appropriate sanctions, considering the severity of the non-compliance and any mitigating factors. These sanctions will include but are not limited to: i) Formal warnings detailed in clause 10.8, ii) Corrective Action Plans that will be communicated as detailed in clause 10.8, iii) Suspension of partnership until the corrections have been applied and any noncompliant factor has been mitigated, iv) Termination of agreement, immediately if it is the case of severe non-compliance as entailed in clause 6.4, v) Financial penalties as entailed in clause

3.9 or this Clause 10.4.

10.5 Agent Partners shall be notified in writing of any sanction imposed, detailing the reasons for the sanction and the corrective measures required, or of the immediate termination of the agreement, considering the severity of the non-compliance exercised by the Agent Partner.

10.6 When ILS Media Group concludes that a corrective action plan should be implemented, it will establish a specific time-frame for its resolution, as well as the provision of the evidence discovered towards its Agent Partner.

10.7 The Agent Partners shall agree to ILS Media Group's follow-up monitoring and verification of these corrective actions.

10.8 In the event that corrective action is insufficient based on the seriousness of the infraction detected, ILS Media Group will communicate its decision to the Agent Partner in writing in accordance with the provisions of clause

10.4 through the communication channels opened between ILS Media Group and the Agent Partner and available, like group chat, email, or mail.

10.9 Agent Partners may submit a written appeal through the designated account manager within 48 hours of receiving notification, providing evidence or arguments in support of the appeal.

10.10 Agent Partner appeals will be reviewed by the assigned account manager, if required, ILS Media Group will conduct a review of the appeal through its specialized team, and the final decision will be communicated to the Agent Partner in writing.

10.11 ILS Media Group's final decisions concerning Agent Partner sanctions shall be enforced and determined in accordance with the applicable terms in section and consecutive.

11. Miscellaneous

11.1 ILS Media Group reserves the right to unilaterally amend these Terms and Conditions from time to time. Any such amendments shall be effective days after notification to the Agent Partner. If the Agent Partner rejects the amendments, the Agent Partner is required to notify ILS Media Group hereof within days after the notification date. Such rejection will imply that ILS Media Group shall terminate the performance of the Services upon the effective date of the amended Terms and Conditions. By continuing to render Services after receipt of the notification, the Agent Partner will be deemed to have accepted the amended Terms and Conditions.

11.2 If any provision of these Terms and Conditions should to any extent be or become invalid, void, or unenforceable, the other provisions shall continue to be applicable and enforceable. With respect to the invalid or void provision, ILS Media Group shall provide an amended text for such provision which is valid and legitimate thereby respecting the initial objective of the original provision.

11.3 The Agent Partner may not assign or pledge its rights and/or obligations under the Agreement in whole or in part to any third party without the prior written consent of ILS Media Group.

11.4 ILS Media Group's failure to exercise, or delay in exercising any rights under the Agreement or these Terms and Conditions does not constitute a waiver of such rights. Nothing in these Terms and Conditions or the Agreement shall create or be deemed to create a partnership or relationship of employer and employee between ILS Media Group and the Agent Partner.

11.5 ILS Media Group reserves the right to unilaterally appoint a third-party agent company to manage and perform on its behalf the provision of the services set out in this agreement.

11.6 This Agreement constitutes the entire agreement between the Parties with respect to its subject matter and supersedes all prior or contemporaneous understandings, agreements, negotiations, representations, and warranties, whether oral or written, between the Parties concerning the subject matter of this Agreement. All previous agreements and contracts between the Parties are hereby revoked and replaced by this Agreement, effective as of the date of execution.

11.7 The Agent Partner shall not use the name, logo, trademarks, or any marketing collateral of ILS Media Group in any public communication, directory, or advertising channel without prior written consent. Any unauthorized use shall constitute a material breach of this Agreement.

12. Applicable Law

12.1 These Terms and Conditions and the Agreement shall be exclusively governed by the laws of Spain.

12.2 In the event of any dispute relating to or arising from these Terms and Conditions or the Agreement that cannot be resolved amicably between ILS Media Group and the Agent Partner, the dispute shall in the first instance be exclusively decided by the competent court in Malaga, Spain.

Final Acknowledgment

The Agent Partner acknowledges that the registration information, this Media Agency Agreement, and the ILS Media Group Terms & Conditions collectively form the Agreement.

[] I have reviewed the full Agreement and confirm my acceptance.

AGENT PARTNER	ILS EUROPE S.L
Name: -----	Name: Daniel Bach
Title: -----	Title: Director
Date: -----	Date: -----
Signature: -----	Signature: -----

NEXT STEP - COMPLETE YOUR TRACKER SIGN-UP

Please sign up to the ILS Media tracker using the link below:

<https://ilsmedia.everflowclient.io/affiliate/signup>

We're good to go! We will reach out to you soon - welcome to the universe of ILS Media!