**AFFILIATE AGREEMENT**



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| No. of Agreement: | | |  | Date of Agreement: | 2025-03-27 |
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| Parties to the Agreement: | | | **Bored Panda** | | **Partner** |
|  | | |  | |  |
| Name of the Company: | | | UAB “Pandos” | |  |
| Code: | | | 303589891 | |  |
| Registered office address: | | | Didlaukio g. 80-96, Vilnius, Lithuania | |  |
| Represented by: | | | Commercial Manager Aurimas Steponavicius | |  |
| Acting under: | | | Articles of Association | |  |
| Contact Person: | | | Edvinas Nedzinskas | | Noshad |
| Contact e-mail: | | | accounting@boredpanda.com | | [Noshad700@gmail.com](mailto:Noshad700@gmail.com) |
| **By signing below, the Parties oblige to comply with the provisions of this Agreement set forth below and in Special conditions and General terms and Conditions of the Agreement.** | | | | | |
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| Signatures of the Parties: | | |  | |  |
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| **Special conditions** | | | | | |
| 1. **Sharing of content** | | | | | |
| * 1. Partner’s Social Profile names are as follows: | | | | | |
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| * 1. Static UTM: | | | imperial2001 | | |
| 1. **Remuneration** | | | | | |
| * 1. Partner’s fee: | | Partner’s fee shall be calculated solely based on Bored Panda’s accounting data, taking into consideration the Partner’s users geography, average ads per article, discrepancies in the third party reports, seasons etc. For the avoidance of any doubt, the foregoing list is not exhaustive and other factors may be taken into consideration for the purpose of calculation of the Partner’s fee as well. | | | |
| * 1. Billing: | | monthly | | | |
| * 1. Settlement: | | 30 (thirty) calendar days, but only after outstanding amount is equal to at least USD 20 | | | |
| 1. **Term for submission of a written notice** of termination of the Agreement: | | | | | 7 calendar days |
| 1. **Special provisions:** | | | | | |
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| **General terms and conditions** | | | | | |
| 1. **Definitions** | | | | | |
| * 1. The following capitalized terms when used in this Agreement shall have the following meanings: | | | | | |
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|  | **Artificial Traffic** | shall mean invalid Clicks that may originate (for example and without limitation) from automatic openings, spiders, robots, requests in e-mail or chat rooms, script generators, placing links on other websites than informed Clicks and that are not generated by the browser, Clicks that are not preceded by an active act of the User who wants to reach the Website; | | | |
|  | **Bored Panda Content** | shall mean articles, videos and/or other material created and/or posted by Bored Panda on the Website; | | | |
|  | **Click** | shall mean a click by the User on a link shared on the Partner’s Social Profile serving Website to User’s browser; | | | |
|  | **Live Traffic** | shall mean any article from the Website that is posted on the Partner’s Social Profile with a UTM source attached to the article's website URL; | | | |
|  | **Social Profile** | shall mean a profile operated and controlled by the Partner on any social network; | | | |
|  | **Traffic** | shall mean undefined number of valid Clicks; | | | |
|  | **User** | shall mean any person who clicks on a link shared on the Partner’s Social Profile and thereby is forwarded to the Website; | | | |
|  | **Website** | shall mean website [www.boredpanda.com](http://www.boredpanda.com/) that is operated and controlled by Bored Panda and can also be accessed via instant article on Facebook, Google AMP and other platforms. | | | |
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| 1. **Scope of the Agreement** | | | | | |
| * 1. By executing the Agreement, the Parties agree on cooperation regarding communication of Bored Panda Content through the Partner’s Social Profiles (i.e. on Facebook).   2. The Partner hereby undertakes to repost Bored Panda Content by sharing it on the Partner’s Social Profiles (i.e. on Facebook) by posting a link specifically created by Bored Panda for the purpose mentioned herein.   3. The Parties hereby agree that Partner shall be paid a Partner’s fee calculated in accordance to the shared links as set forth in this Agreement.   4. By executing this Agreement, the Partner undertakes to list in the Special Conditions of the Agreement all the Social profiles that the Partner operates and has full control of and to use such Social Profiles for the purpose and in accordance with the provisions of the Agreement. In the event, the Partner opens a new Social Profile during the term of the Agreement, the Partner must inform Bored Panda on such new Social Profile by providing written notice by the email indicated in the Special Conditions of the Agreement. After such email is received the new Social Profile would be included in the list of Social Profiles, operated by the Partner. Failure to disclose such new Social Profiles shall grant Bored Panda a sole discretion to terminate this Agreement with an immediate effect. | | | | | |
| 1. **Remuneration** | | | | | |
| * 1. The Partner shall be paid a fee pursuant to Art. 2.1 of the Special conditions of the Agreement. By executing the Agreement, the Parties agree that the Parties shall be entitled to agree on another method of calculation of the remuneration via e-mails. in such events, e-mail communication regarding method of calculation of the remuneration shall constitute a binding agreement to the Parties and shall be considerate as inseparable part of the Agreement. Where such changes are initiated by Bored Panda and no reply is received by the Partner within five (5) calendar days from the day of issue of such e-mail, it shall considered that the Partner is comfortable with the proposed changes.   2. The fee to the Partner shall include any and all taxes payable in relation to such fee and payment of any and all of such taxes shall be paid by the Partner.   3. All Traffic that is live on the Website during the term of the Agreement shall be taken into consideration when calculating the fee for the respective billing period (that is indicated in the Special conditions of the Agreement).   4. Bored Panda's internal analytics data shall be used for the calculation and drafting of the report on the Traffic on the Website generated by the Partner’s Users. The invoice shall be issued by the Partner against data of such report. The invoice shall be paid within the terms and conditions as set forth in the Special conditions of the Agreement, however, only if the outstanding amount is equal to at least USD 20 or more. Bored Panda shall have no obligation to settle with the Partner until a duly issued invoice is submitted to Bored Panda.   5. By executing this Agreement, the Partner hereby represents and warrants that the Partner understands that from the moment Bored Panda settles with the Partner, the Partner shall have no right to challenge the amount credited to the Partner’s bank account and Bored Panda shall be considered as to have settled with the Partner in full.   6. Bored Panda shall be entitled to withhold settlement with the Partner under the Agreement if such is required to verify the Users and respectively the fee.   7. Any and all payments to the Partner by Bored Panda shall be made to the bank account indicated in the invoice issued and submitted to Bored Panda by the Partner.   8. Bored Panda shall be entitled to accept or reject any User referred to the Website by using static UTM tracking link in accordance with the terms and conditions of the Agreement and respectively pay the fee to the Partner in relationship of such User. | | | | | |
| 1. **Indemnification** | | | | | |
| * 1. Bored Panda shall be entitled to suspend and/or terminate the Agreement if the Partner:      1. acts fraudulently or illegally in any way or generates or tries to generate Artificial Traffic to the Website or in any other way breaches the Agreement; or      2. has not generated any Traffic within three (3) months.   2. The Partner shall be obliged to reimburse all direct and indirect damages suffered by Bored Panda in accordance with Art. 4.1.1 of the General terms and conditions of the Agreement upon the request of Bored Panda. | | | | | |
| 1. **Confidentiality** | | | | | |
| * 1. Any and all information, including, but not limited to, any business, technical, financial, and customer information, disclosed by one Party to another during negotiation or the term of the Agreement or which is marked as confidential, shall be considered as confidential information and shall remain the sole property of the disclosing Party and each Party shall keep in confidence and shall not use or disclose such confidential information of another Party without such Party’s prior written consent.   2. Notwithstanding Art. 5.1 of the of the General terms and conditions of the Agreement, each Party shall be entitled to disclose the confidential information obtained under this Agreement the respective Party’s authorized officers, employees and/or agents provided that (a) such authorized officers, employees and agents shall maintain and protect the confidential information to the greatest extent possible; and (b) and that such information shall be shared only to the extent required to make employment decisions and to respond to the inquiries or notices from the state institutions. | | | | | |
| 1. **Severability** | | | | | |
| * 1. If any provision of the Agreement or part thereof shall be or become invalid or unenforceable to any extent, the Parties shall agree upon any necessary amendment of the Agreement in order to achieve the interests and objectives of the Parties prevailing at the time of execution of the Agreement.   2. Nothing in this Agreement shall create or be deemed to create relationship of employer and employee between the Partner and Bored Panda. | | | | | |
| 1. **Intellectual property rights** | | | | | |
| * 1. Bored Panda owns all copyrights, trademarks, intellectual property rights, know-how and/or any other rights connected to Bored Panda Content or software necessary for the creation of such Content and/or sharing of such Content. The Partner shall not acquire any rights or licenses whatsoever other than to use links to the Website pursuant to the terms and conditions of the Agreement during the term of the Agreement. | | | | | |
| 1. **Applicable law** | | | | | |
| * 1. This Agreement shall be construed, interpreted and enforced in accordance with Lithuanian law and shall be a subject to the exclusive jurisdiction of Lithuanian courts. | | | | | |
| 1. **Termination** | | | | | |
| * 1. The Agreement shall come into force upon the moment of signing by the Parties. The Agreement shall remain in effect until terminated by either Party.   2. Each Party shall be entitled to terminate the Agreement by servicing a written notice to the respective Party’s e-mail address indicated in the Special conditions of the Agreement within the terms and conditions of the Agreement. | | | | | |