

CONSOLTO AFFILIATE AGREEMENT

Version Date: March 25, 2026

This Affiliate Agreement (the “Agreement”) sets out the full terms and conditions governing your participation in the Consolto Affiliate Program. Partners may promote the Consolto Platform using Referral Links and/or Coupon Codes provided through the Referly platform. It is very important that you read and understand these terms. By completing your application through the Consolto affiliate platform (currently operated via Referly), you agree to be bound by this Agreement. If you do not agree, you should not continue with your application.

This Agreement replaces all previous terms and conditions for the Consolto Affiliate Program, including any previously agreed arrangements.

Any compliance queries should be directed to: affiliates@consolto.com

1. Definitions

In this Agreement, the following terms have the meanings set out below:

“**Affiliate Program**” means the program operated by Consolto whereby approved Partners may distribute their unique Referral Link or Coupon Code to refer prospective users to subscribe to the Consolto Platform, entitling such Partners to a commission as set out in this Agreement.

“**Brand**” means “Consolto” and any other brand under which Consolto operates its business, including all associated graphics, fonts, trade names, and logos.

“**Brand Content**” means graphical artwork or text referencing the Brand made available to you through your Partner Account for use in promoting the Consolto Platform pursuant to this Agreement.

“**Consolto Platform**” means the platform owned and operated by Consolto Sites Ltd., accessible at consolto.com.

“**Customer**” means a User who: (a) subscribes to the Consolto Platform via your Referral Link; (b) has not previously opened an account with Consolto; (c) has had their registration details validated and approved by Consolto; and (d) has made a payment to Consolto in connection with their use of the Consolto Platform.

“**Pass-Through Transaction**” means any payment or fund transfer facilitated by the Consolto Platform from a Customer’s end-clients to that Customer, in connection with the Customer’s use

of Consolto's payment or fund-collection features. Pass-Through Transactions are distinct from subscription or service fees paid directly to Consolto.

"Data Protection Laws" means the Israeli Privacy Protection Law of 1981 and regulations thereunder, the General Data Protection Regulation (EU) 2016/679 (GDPR), the California Consumer Privacy Act (CCPA), and all other applicable national or regional data protection legislation, as amended or replaced from time to time.

"Inactive" means the state in which you have not referred at least one (1) new paying Customer to the Consolto Platform for a period of three (3) consecutive months.

"Intellectual Property Rights" means all patents, copyrights, design rights, trademarks, trade dress, database rights, domain names, trade secrets, know-how, and all other intellectual or industrial property rights, whether registered or unregistered, anywhere in the world.

"Partner" / "you" / "your" means the person, company, or other legal entity whose application to join the Affiliate Program has been approved by Consolto.

"Partner Account" means the account maintained on behalf of the Partner within the Referly platform (or such other affiliate management platform as Consolto may designate from time to time), providing access to commission data, payment information, and Referral Links.

"Partner Platform" means your owned or controlled website, blog, social media channel, or other marketing platform used to promote the Consolto Platform.

"Prohibited Activity" means any actual or attempted act that is: (a) in breach of applicable law; (b) made in bad faith; or (c) intended to defraud Consolto or circumvent any contractual or legal obligations. Prohibited Activity includes without limitation: collusion; abuse of promotions; violation of anti-money-laundering laws; Spamming; false, misleading or unauthorized advertising; use of stolen payment methods; incentivized referrals; unauthorized use of Intellectual Property Rights; creation of false accounts; manipulation of Consolto's service; and use of the Consolto Platform, Brand, or Brand Content in connection with illegal activities.

"Referral Link" means the unique tracking hyperlink and/or coupon code provided to you through your Partner Account (via the Referly platform), used to attribute Customer referrals to you.

"Referly" means the third-party affiliate management platform currently used by Consolto to administer the Affiliate Program, accessible at referly.so. Consolto reserves the right to change the affiliate management platform at any time with reasonable notice to Partners.

"Regulator" means any governmental, judicial, or regulatory body with authority or jurisdiction over Consolto or you or any activity performed under this Agreement.

“Spamming” means any unsolicited electronic or non-electronic communication that markets, promotes, or references Consolto or the Consolto Platform, including repeated communications to unresponsive recipients or communications of an abusive, fraudulent, or malicious nature.

“Term” means the period during which this Agreement remains in effect.

“User” means a person referred to the Consolto Platform via your Referral Link.

“Coupon Code” means a unique alphanumeric code provided to you through your Partner Account (via the Referly platform) that Users may apply at checkout on the Consolto Platform to receive a discount, and which is used to attribute such Users to you for commission purposes.

“Consolto” / “we” / “us” / “our” means Consolto Sites Ltd., a company incorporated under the laws of Israel.

2. The Affiliate Program

2.1 Application and Approval

2.1.1 This Agreement governs your application to join, and if approved, your membership of, the Affiliate Program. You are not permitted to use any Referral Link until your application has been approved by us. Until such time, we have no responsibility or monetary obligation to you.

2.1.2 We reserve the right to approve or reject any application at our sole and absolute discretion. You will have no legal recourse against us for rejection of your application.

2.2 Nature of Relationship

2.2.1 As a Partner, you will distribute your Referral Link on your Partner Platform to drive Users to subscribe to the Consolto Platform, in accordance with this Agreement.

2.2.2 This Agreement does not create any exclusivity obligation on Consolto. We may engage other affiliates and partners as we see fit and shall have no liability to you for doing so.

2.2.3 You will carry out your activities under this Agreement at your own expense and take full responsibility for your actions and any risks involved.

3. Identity Verification

3.1 To become a Partner, you must have legal capacity in your jurisdiction. A corporate entity may only become a Partner if its beneficial owner also has legal capacity.

3.2 It is Consolto’s policy to prohibit and actively prevent money laundering and any activity that facilitates money laundering or the funding of terrorist or criminal activities. You are required to provide any identity verification information or documentation we request within 30 days of registration. All such information must be sent to affiliates@consolto.com.

3.3 We reserve the right to withhold any payments due to you while verification procedures are pending. We may request further documentation at any time during the Term.

3.4 We may suspend your Partner Account or terminate this Agreement immediately if we are unable to verify your identity to our satisfaction.

4. Attribution Model

4.1 Platform-Determined Attribution

4.1.1 Attribution, tracking, and commission allocation shall be determined exclusively by the Referly platform. Consolto reserves sole discretion in resolving any attribution disputes.

4.1.2 Referral Links and Coupon Codes are tracked and managed through the Referly platform. Consolto reserves the right to expire, update, or deactivate any Referral Link or Coupon Code at its sole discretion. You are responsible for ensuring that any Referral Links or Coupon Codes you use or distribute are current and active.

4.1.3 Commission shall only be payable in respect of Customers referred via a qualified Referral Link or a valid Coupon Code as tracked and attributed by the Referly platform.

4.1.4 If you refer other persons who themselves become Partners, you shall not be entitled to any additional payment in respect of Customers generated through the activity of those referred Partners.

5. Commission and Payment

5.1 Commission Rate

5.1.1 Subject to the provisions of this Section 5, you are entitled to a recurring commission on each monthly payment made by your Customers for as long as those Customers remain active subscribers to the Consolto Platform (“Lifetime Commission”).

5.1.2 The applicable commission rates and tier thresholds are set out in Appendix A to this Agreement, which Consolto may update from time to time in accordance with Section 20. Your specific rate is determined by your affiliate tier as displayed in the Referly platform.

5.1.3 The authoritative and binding commission rate applicable to you at any given time is the rate displayed in your Partner Account on the Referly platform. In the event of any conflict between this Agreement (including Appendix A) and the rates shown in Referly, the rates shown in Referly shall prevail.

5.1.4 Commissions are payable solely on subscription and service fees paid directly to Consolto by Customers. The Consolto Platform also enables end-clients to make payments to Customers through the platform (Pass-Through Transactions). No commission shall be payable in respect of any Pass-Through Transaction, regardless of the volume or value of funds transferred. Partners acknowledge that Pass-Through Transaction volumes are not a basis for commission calculations under this Agreement.

5.2 Payment Terms

5.2.1 Commissions will be paid to you via the Referly platform using PayPal or Wise, as selected by you in your Partner Account settings. Consolto reserves the right to offer alternative payment methods at its discretion.

5.2.2 You will be entitled to a commission payment when your accrued balance reaches a minimum of US\$100 (the “Payment Threshold”). Payments will generally be made between the 5th and 15th day of the month following the month in which the relevant Customer’s refund period has expired.

5.2.3 Commissions become payable only upon the finalisation of a Customer’s payment and the expiry of the applicable refund period. If a Customer requests a refund, any commission earned on the refunded amount will be deducted from your commission balance.

5.3 Calculation and Withholding

5.3.1 All calculations of commissions due to you shall be made by Consolto based solely on data from our systems and records, and on data provided by the Referly platform. These calculations shall be final and binding.

5.3.2 We reserve the right to correct any calculation error at any time and to reclaim any overpayment, including by reducing future payments.

5.3.3 We will not pay any commission which we determine, at our sole discretion, was generated by Prohibited Activity. We are entitled to set off against future amounts any commission already paid to you in connection with Prohibited Activity.

5.3.4 The Affiliate is solely responsible for determining, reporting, and paying all taxes, duties, and similar charges applicable to commissions received under this Agreement in their jurisdiction. Consolto may withhold taxes from payments only where required to do so by applicable law, and will notify you of any such withholding.

5.3.5 Your payment method must match the details provided at registration (or as subsequently updated). Any discrepancy may result in payment delays until verification is complete.

5.3.6 Unless otherwise determined by us, payments from Customers in currencies other than US Dollars will be converted to US Dollars in accordance with our standard currency exchange policy, and commissions will be paid in US Dollars.

6. Partner Obligations

6.1 Use of Brand and Brand Content

6.1.1 Partners may use the Brand Content made available through their Partner Account. You may not modify any Brand Content, logos, trademarks, or brand names without our prior written consent.

6.1.2 You must not register any domain name, mobile application, or social media handle that includes our trademarks or is confusingly similar to our Brand.

6.1.3 You must not purchase or register keywords, search terms, or other identifiers in any search engine or advertising service that are identical or similar to our Brand or trademarks.

6.2 Promotion and Conduct

6.2.1 You must disclose to us, on request, all Partner Platforms and marketing methods you use to promote your Referral Links or Brand Content. We may require you to remove any Partner Platform or marketing method at our sole discretion.

6.2.2 You may not represent yourself as our agent, create any obligation on our behalf, or misrepresent your relationship with Consolto in any way.

6.2.3 You must not engage in Spamming in connection with your promotion of the Consolto Platform or Brand.

6.3 Paid Advertising Prohibited

6.3.1 Partners are not permitted to promote their Referral Links or the Consolto Platform through paid advertising channels of any kind, including but not limited to Google Ads, Meta Ads (Facebook/Instagram), LinkedIn Ads, Twitter/X Ads, TikTok Ads, or any other paid search, display, or social media advertising, unless Consolto has granted prior written approval for such activity. Requests for approval must be submitted to affiliates@consolto.com.

6.3.2 Any paid advertising conducted without prior written approval from Consolto will be treated as a material breach of this Agreement and may result in immediate termination and forfeiture of all accrued commissions.

6.4 Referral Link Obligations

6.4.1 You must ensure that all Referral Links and Coupon Codes you use or distribute are current, correctly structured, and provided or pre-approved by Consolto. You may not alter, repackage, or misrepresent any Referral Link or Coupon Code, or the promotional terms associated with them.

6.4.2 You must update or remove any Referral Link or Coupon Code within 48 hours of notification from us that it has been updated, expired, or deactivated.

6.4.3 Coupon Codes must only be distributed through your Partner Platform and approved channels. You must not post Coupon Codes to public coupon aggregator sites, deal forums, or any platform not approved in writing by Consolto.

6.5 Regulatory Compliance

6.5.1 You must at all times comply with all applicable laws and regulations in every jurisdiction in which you operate or target Users. You must not place any Referral Links or Brand Content on platforms directed at persons who lack legal capacity.

6.5.2 You must not target Users in any jurisdiction that Consolto designates as an Excluded Territory, as notified to you or published on the Consolto Platform from time to time. It is your responsibility to monitor and comply with changes to the Excluded Territories list. We provide no legal advice in this regard, and you should seek your own legal advice as required.

6.5.3 We have the right to monitor your Partner Platform to ensure compliance with this Agreement. You must provide us with all information and access necessary to carry out such monitoring.

6.6 Prohibited Conduct

You shall not, and shall not authorize or encourage any third party to:

- (a) offer any incentive or consideration to any person for using your Referral Link to access the Consolto Platform;
- (b) intercept, record, redirect, or otherwise interfere with any electronic form or submission to Consolto;
- (c) modify, redirect, suppress, or substitute any button, link, or interactive feature of the Consolto Platform;
- (d) artificially inflate commissions payable to you;
- (e) cause the Consolto Platform to open in a User's browser other than through a genuine User click on a Referral Link;
- (f) use the Consolto Platform, Brand, Brand Content, or Referral Links alongside any Prohibited Activity or inappropriate content, including defamatory, pornographic, violent, or infringing content;
- (g) create false accounts or engage in fraudulent activity of any kind; or
- (h) use any framing technique, pop-up, or pop-under in connection with the Consolto Platform or Brand.

6.7 Third-Party Promoters

6.7.1 You may engage social influencers or other third-party marketing channels ("Third Party Promoters") to distribute your Referral Links, provided such Third Party Promoters are not competitors of Consolto and are disclosed to us promptly. We reserve the right to revoke approval of any Third Party Promoter arrangement at any time.

6.7.2 You remain fully responsible for the acts and omissions of any Third Party Promoter. We are under no obligation to pay commission attributable to a Third Party Promoter if it is not accrued in accordance with this Agreement. You agree to indemnify Consolto against any claim made by a Third Party Promoter in connection with this Agreement.

6.7.3 You must not share your Partner Account login credentials with any third party.

7. Consolto Obligations

7.1 Consolto shall supply you with Referral Links for inclusion on your Partner Platform and shall use reasonable endeavours to ensure that Customers referred via your Referral Link are correctly attributed to you, subject to the technical limitations of the Referly platform.

7.2 Consolto shall not be liable to you if it is unable to identify a Customer as originating from your Referral Link.

7.3 Consolto makes no representation that the Consolto Platform will operate uninterrupted or error-free, and shall not be liable for the consequences of any interruption or error, whether caused by Consolto, Referly, or any other third party.

8. Data Protection

8.1 You warrant that you and your Partner Platform shall at all times comply in full with all applicable Data Protection Laws. You shall implement appropriate technical and organisational measures to protect any personal data processed in connection with this Agreement.

8.2 You acknowledge that Consolto may process your personal data in connection with administering the Affiliate Program, including through the Referly platform, and you consent to such processing to the extent required by applicable law.

9. Inactivity

9.1 If you are deemed Inactive (i.e., you have not referred at least one new paying Customer for three consecutive months), Consolto may freeze your Partner Account and notify you accordingly.

9.2 If your Partner Account is frozen and you do not respond within 30 days of notification, Consolto may, at its sole discretion, delete your Partner Account and terminate this Agreement.

9.3 If you do not respond within a further 60-day period following notice of termination, and following reasonable attempts by Consolto to contact you via the email address and any other contact details on record, any funds remaining in your Partner Account at the time of freezing will revert to Consolto and you will have no right to reclaim them.

10. Intellectual Property Rights

10.1 Consolto grants you a non-exclusive, revocable, non-transferable licence to display the Brand Content during the Term solely for the purpose of promoting the Consolto Platform in accordance with this Agreement. All Intellectual Property Rights in the Brand Content, Consolto Platform, and related systems remain the property of Consolto.

10.2 You may not use Brand Content in any way detrimental to Consolto's reputation or goodwill. You may not alter or modify Brand Content without our prior written consent.

10.3 Your Partner Platform shall not resemble the look and feel of the Consolto Platform, nor shall you create the impression that your Partner Platform is the Consolto Platform or any part thereof.

11. Warranties

11.1 Each party warrants that it has the full right, title, and authority to enter into this Agreement and to perform all obligations under it.

11.2 You additionally warrant and represent that:

- (a) you have obtained and will maintain all necessary registrations, authorisations, consents, and licences required to fulfil your obligations under this Agreement;
- (b) you comply and will continue to comply with all applicable laws; and
- (c) your Partner Platform does not and will not target or be directed at persons who lack legal capacity in any target jurisdiction.

12. Indemnity

12.1 You shall indemnify Consolto and hold it harmless from and against any and all losses, penalties, fines (including those from any Regulator), demands, claims, damages, costs (including legal costs), expenses (including consequential losses and loss of profit), and liabilities suffered or incurred directly or indirectly by Consolto as a consequence of:

- (a) any action taken by a regulatory body against Consolto as a result of any act or omission by you; and/or
- (b) any breach, non-performance, or non-observance by you of any of your warranties, representations, or obligations under this Agreement.

13. Limitation of Liability

13.1 Nothing in this Section 13 shall limit either party's liability for death or personal injury resulting from its negligence, or for fraud, or for any other liability that cannot be limited by law.

13.2 Consolto shall not be liable to you or any third party, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for:

- (a) any loss of revenues, profits, contracts, business, or anticipated savings;
- (b) any loss of goodwill or reputation; or
- (c) any indirect, consequential, or punitive losses or damages,

in each case whether or not such losses were within the contemplation of the parties at the date of this Agreement.

13.3 Consolto's total liability to you shall not, in any event, exceed the total commissions paid by Consolto to you in the twelve (12) month period immediately preceding the date on which the relevant liability accrued.

13.4 The Consolto Platform is provided on an "as-is" basis. Any requests for modifications that result in additional engineering costs are not included in this Agreement and shall not entitle a Partner to any additional commission.

14. Term and Termination

14.1 This Agreement shall commence on the date Consolto notifies you that your application has been approved and shall continue until terminated in accordance with this Section.

14.2 Either party may terminate this Agreement for convenience immediately and without prior notice.

14.3 Upon termination:

- (a) If Consolto terminates this Agreement other than for breach: any commission balance greater than US\$25 will be paid to you within 60 days of termination. Any balance of US\$25 or less will be forfeited.
- (b) If Consolto terminates this Agreement due to your breach: no commission (including any accrued balance) shall be due or payable to you.
- (c) If you terminate this Agreement: no commission (including any accrued balance) shall be due or payable to you after the effective date of termination.

15. Consequences of Termination

15.1 Immediately following termination of this Agreement, you must:

- (a) remove all Referral Links and Brand Content from your Partner Platform;
- (b) disable any links directing traffic to the Consolto Platform; and
- (c) cease all activities undertaken in connection with the Affiliate Program.

15.2 All rights and licences granted to you under this Agreement shall terminate immediately upon termination.

15.3 Sections 6.6, 10, 12, 13, 15, 16, 17, 18, and 20, together with any other provisions necessary for the interpretation or enforcement of this Agreement, shall survive termination.

16. Confidentiality

16.1 Each party undertakes to keep confidential all information concerning the business, affairs, customers, or affiliates of the other party which is expressed to be confidential or which a reasonable person would consider to be confidential.

16.2 Each party may disclose confidential information to its employees, officers, and advisers who need to know it for the purposes of this Agreement, subject to ensuring those persons comply with obligations equivalent to those in this Section. Disclosure may also be made as required by applicable law or by a Regulator.

16.3 Confidential information shall not be used for any purpose other than to perform obligations under this Agreement.

17. Notices

17.1 All notices from Consolto to you will be delivered through your Partner Account on the Referly platform or by email to the address provided in your application.

17.2 All notices from you to Consolto shall be sent by email to: affiliates@consolto.com.

17.3 A notice shall be deemed delivered on the next Israeli business day following the sending of such notice (or, if posted in the Partner Account, the date of posting).

18. Governing Law

18.1 This Agreement is governed by and construed in accordance with the laws of the State of Israel, without regard to its conflict of law provisions.

19. Arbitration

19.1 All claims and disputes arising under or relating to this Agreement shall be settled by binding arbitration in the State of Israel. An arbitration award may be confirmed and enforced in any court of competent jurisdiction.

20. Modification

20.1 Consolto may amend all or any part of this Agreement at any time at its sole discretion. Amendments may include changes to commission tiers, payment procedures, eligible territories, and program rules.

20.2 Where possible, Consolto will provide notice of changes by email or through your Partner Account at least seven (7) days prior to the changes taking effect. Changes required by applicable law may take effect immediately. Your continued participation in the Affiliate Program after changes take effect constitutes your acceptance of the amended Agreement. If you do not agree to the changes, you should terminate this Agreement in accordance with Section 14.

21. General

21.1 This Agreement does not create a partnership, joint venture, employment relationship, or agency between the parties. Neither party has authority to make commitments on behalf of the other.

21.2 No failure or delay by Consolto in enforcing any provision of this Agreement shall prejudice its rights or constitute a waiver.

21.3 If any provision of this Agreement is found to be void or unenforceable, the remaining provisions shall remain in full force and effect, and the parties shall agree a replacement provision as close as legally permissible to the original.

21.4 This Agreement does not confer any rights on any third party.

21.5 You may not assign, transfer, or subcontract any rights or obligations under this Agreement without Consolto's prior written consent. Consolto may assign, transfer, or subcontract its rights and obligations without your consent.

21.6 In the event of any inconsistency between a translated version of this Agreement and the English version, the English version shall prevail.

APPENDIX A – COMMISSION SCHEDULE

This Appendix sets out the commission structure applicable to Partners under the Affiliate Program. It forms part of the Agreement and should be read together with Section 5.

A.1 Recurring Lifetime Commission

A.1.1 Subject to the terms of Section 5 of the Agreement, each Partner is entitled to a recurring monthly commission on all active subscription payments made by Customers referred by that Partner, for as long as those Customers remain paying subscribers to the Consolto Platform.

A.2 Commission Rate Tiers

A.2.1 Commission rates are tiered based on the Partner's affiliate level as assigned within the Referly platform. The current tier structure and applicable rates are as follows:

- (i) Tier 1: 25% recurring lifetime commission on net Customer subscription payments.
- (ii) Tier 2: 30% recurring lifetime commission on net Customer subscription payments.
- (iii) Tier 3: 35% recurring lifetime commission on net Customer subscription payments.

A.2.2 Tier assignments and the thresholds required to qualify for each tier are determined and displayed within the Partner's Referly account. Consolto reserves the right to adjust tier thresholds and rates at any time in accordance with Section 20 of the Agreement, by updating this Appendix A with reasonable notice to Partners.

A.2.3 The authoritative commission rate applicable to any Partner at any given time is the rate displayed in that Partner's Referly account. Partners should log into their Referly account regularly to confirm their current tier and rate.

A.3 Payment Method and Threshold

A.3.1 Commissions are paid via the Referly platform. Partners may select PayPal or Wise as their preferred payout method within their Partner Account settings.

A.3.2 Payments are made when a Partner's accrued balance reaches or exceeds US\$100, between the 5th and 15th of the month following expiry of the relevant Customer's refund period.

A.4 No Commission on Sub-Affiliates

A.4.1 A Partner is not entitled to any commission in respect of Customers generated through the activity of another person who becomes a Partner as a result of the original Partner's referral.

SIGNATURE / ACCEPTANCE

By applying to join the Consolto Affiliate Program through the Referly platform and ticking the acceptance box, you confirm that you have read, understood, and agree to be bound by this Agreement in its entirety.