



Terms of Service

BAA is a brand Name of

BA PARTNERS LLP

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Address: 124 City Road, EC1V 2NX London, United Kingdom



Nein, die Rolle von BA PARTNERS LLP als Paying Agent ist hier noch nicht explizit erwähnt. Ich füge diesen Aspekt hinzu, um klarzustellen, dass BA PARTNERS LLP auch für die Abwicklung der Zahlungen im Namen des ultimativen IP-Eigentümers verantwortlich ist.

Scope of Service

This document outlines the General Terms and Conditions (GTC) for services provided by BA PARTNERS LLP, a UK-based entity registered at 124 City Road, London, EC1V 2NX, England, United Kingdom, and operating under the brand “Broker Affiliate Academy” (BAA). These GTC govern all services offered by BAA, which encompass a range of coaching and affiliate marketing programs, consulting services, events, and other support services that enable clients to develop and advance their affiliate marketing and business strategies.

These GTC apply to:

- **Coaching Services:** Our core offering includes affiliate marketing coaching targeted to a niche industry, delivered through a mix of video courses, training materials, and interactive sessions. Clients gain access to proprietary methodologies and strategic insights tailored to build their proficiency in affiliate marketing.
- **Consulting and Advisory Services:** We provide consulting and advisory services designed to assist businesses and individuals in their growth objectives. These services may include business strategy development, personalized mentorship, and guidance tailored to the specific needs of each client.
- **Events and Seminars:** BAA organizes events and seminars on affiliate marketing and related topics. These events, held in various countries, offer clients the chance to deepen their knowledge, network with peers, and engage in intensive training.
- **Webinars and Online Workshops:** We offer webinars and online workshops that cover key aspects of affiliate marketing, business growth, and digital strategy. These online sessions are interactive and aimed at fostering a comprehensive understanding of the affiliate marketing landscape.
- **Other Digital Resources:** Clients have access to a variety of digital resources, such as PDF guides, video lessons, and members-only materials. These resources support continuous learning and implementation of the strategies covered in our programs.



- **Compliance Structure:** BAA operates as a legally authorized agent for an ultimate IP owner based in the Caribbean, which retains intellectual property rights over all program content, strategies, and proprietary knowledge shared through our services. BA PARTNERS LLP manages these services on behalf of the IP owner, ensuring that all compliance standards and legal requirements are met. Furthermore, BA PARTNERS LLP acts as a Paying Agent, handling payment transactions between clients, resellers, sublicensees, and the IP owner, ensuring secure and compliant financial processing.

This scope also applies to services provided by our partners, resellers, and sublicensees, who are required to reference these GTC in all related offers. By engaging in any service with BA PARTNERS LLP, clients confirm acceptance of these GTC, acknowledging that the ultimate IP ownership resides with the Caribbean entity, while BA PARTNERS LLP manages, provides, and processes payments for services in its role as an authorized representative and Paying Agent.

These GTC will be referenced in all offers and are binding upon acceptance by clients, resellers, or sublicensees, establishing the terms under which BAA operates and the limitations of liability within the service scope.

2. Performance of Services

2.1 Service Delivery: BA PARTNERS LLP provides a range of professional services to clients primarily through multimedia and video-based formats. These services encompass coaching sessions, seminars, and consulting activities, all of which are aimed at enhancing clients' skills in affiliate marketing and related business strategies. The service delivery channels include video modules, multimedia presentations, online meetings, and, where applicable, in-person seminars and events.

2.2 Affiliate Marketing Coaching: Our core service offering consists of affiliate marketing coaching, targeted to a specific niche within the industry. This coaching includes instructional modules, strategic guidance, and various support resources, enabling clients to build, develop, and refine their affiliate marketing capabilities. The coaching may be presented in a standardized format or customized according to the package selected and the individual needs of each client.



2.3 Consulting and Advisory Services: In addition to coaching, BA PARTNERS LLP provides consulting services aimed at business development, strategic enhancement, and performance improvement for clients. These consulting services are designed to complement the affiliate marketing coaching, providing clients with actionable insights and personalized guidance to support their growth goals.

2.4 Right to Define Service Content: BA PARTNERS LLP reserves the right to define and adjust the specific content, scope, and format of the services provided under this agreement. This includes the flexibility to modify instructional modules, adapt consulting topics, and adjust the resources offered to ensure that the services remain aligned with industry standards, program goals, and the client's objectives. This "right to define performance content" (Leistungsbestimmungsrecht) ensures that BAA delivers high-quality, relevant support in line with the latest industry insights.

2.5 Client Cooperation Requirement: The client agrees to actively cooperate and participate in the services provided by BA PARTNERS LLP. This cooperation includes, but is not limited to, attending scheduled coaching or consulting sessions, completing assigned tasks, and promptly providing any information or feedback requested by BAA. The client acknowledges that the success of the services depends on their full engagement and compliance with participation requirements, and that failure to cooperate may limit the effectiveness of the services.

2.6 Scope of Services: BA PARTNERS LLP provides services that are advisory, educational, and developmental in nature. These services are intended to guide clients in implementing effective affiliate marketing and business strategies, though specific results cannot be guaranteed.

3. Conclusion of Contract

3.1 Non-Binding Service Presentation: The presentation and promotion of our services on websites, brochures, or in advertisements (e.g., on social media platforms) do not constitute a binding offer to enter into a contract with BA PARTNERS LLP.



3.2 Methods of Contract Conclusion: A contract between BA PARTNERS LLP and the client may be concluded either verbally (primarily through video chat, telephone, etc.) or in written form. If the contract is concluded verbally, the client, unless otherwise agreed, has no entitlement to receive the contract details again in written form.

3.3 Verbal Agreement and Consent to Recording: Verbal agreements between BA PARTNERS LLP and the client are formed based on mutual declarations of intent. By agreeing to proceed with the service verbally, the client consents to our recording of the telephone or video conversation for documentation purposes.

3.4 Confirmation of Purchase through Product Release: The purchase of a product will be confirmed through the release of the associated video course within 14 business days. The email invitation sent to the client will serve as both a confirmation of purchase and acknowledgment of product receipt. We are not liable if the client fails to register with the corresponding video platform.

3.5 Technical Limitations: Should it be technically impossible to provide the requested services, BA PARTNERS LLP reserves the right to refrain from a declaration of acceptance. In such cases, the contract is not concluded, and any payment or consideration received will be refunded without delay.

4. No Guarantee of Success

4.1 No Success Guarantee: BA PARTNERS LLP provides no guarantee of measurable or perceived success. A specific outcome or success is expressly not owed under this agreement.

4.2 Advisory Role of BA PARTNERS LLP: Our coaches and consultants offer guidance and strategies based on years of experience and proven success stories. However, the strategies and recommendations provided are meant as guidance and do not constitute a guarantee of any particular result.

4.3 Client Responsibility: The client assumes full responsibility for implementing the recommended measures and strategies. The client's economic and personal success depends solely on their commitment, execution, and application of the advice provided by BA PARTNERS LLP.



5. Prices and Provision of Services

5.1 Package Prices and Custom Offers: BA PARTNERS LLP offers various service packages, including but not limited to affiliate marketing coaching and consulting. These packages are available at different price points, and individual offers may be provided for each client. The package prices are not binding and may vary.

5.2 Downsell and Outstanding Balance: For products priced below €4,500 (referred to as “Downsell” products), which are simplified versions of the main product, the remaining balance towards the full product price continues to be owed by the client. This outstanding balance must be repaid by the client through affiliate commissions generated by the client’s activities, which will be withheld by BA PARTNERS LLP until the balance is fully covered.

5.3 Net Pricing and VAT: All prices are net prices and do not include VAT. If VAT is applicable, it will be added to the net prices.

5.4 Service Provision and Payment Terms: Services will be provided according to the timeline agreed upon in the main contract with the client. Unless otherwise agreed, the client is required to make an advance payment. The agreed fee is due immediately upon contract conclusion, and access to the course or other services will be provided promptly following payment.

5. Profit Assurance

5.1 Profit Assurance (No Guarantee of Profit): BA PARTNERS LLP does not guarantee any specific level of profit or financial success. However, we commit to supporting the client in their affiliate marketing efforts for as long as is reasonably necessary to help them generate profit. This assurance is not a guarantee of a particular profit amount but a commitment to continued collaboration aimed at achieving a profitable outcome.



6. Contract Term and Termination

6.1 Contract Duration: The contract is agreed upon for a fixed term as specified in the main contract with the client. This duration is binding, and the contract will continue until the agreed end date unless terminated under the conditions specified below.

6.2 Exclusion of Early Termination Rights: The client does not have a right to terminate the contract before the end of the agreed term. Once the client has accessed the course materials and intellectual property, they acknowledge that the right of withdrawal is no longer available, as they have already received and accessed proprietary information.

6.3 Termination for Important Cause: The right to terminate the contract without notice for important reasons remains unaffected. Should the client terminate the contract prematurely due to a substantial reason, BA PARTNERS LLP's right to the agreed compensation remains intact. The client has the right to demonstrate that either no damage or a significantly lower level of damage has been incurred by BA PARTNERS LLP.

7. Default

7.1 Commencement of Services: The timelines for service provision by BA PARTNERS LLP will not commence until the invoice amount has been fully paid by the client, and all necessary information or materials required for the services have been provided to us in full, along with any required cooperation from the client.

7.2 Suspension of Services in Case of Payment Default: If the client is in default with any payments due, BA PARTNERS LLP reserves the right to suspend further services until the outstanding amount has been settled.

7.3 Extraordinary Termination Due to Payment Default: If the client defaults on an installment payment as part of a payment plan, BA PARTNERS LLP reserves the right to terminate the contract immediately and discontinue services. In this case, the entire remaining compensation due up until the next ordinary termination date will be claimed as compensation for damages. Any saved expenses will be deducted from this claim.



8. Performance of Services

8.1 Service Execution and Diligence: BA PARTNERS LLP will perform the agreed services in accordance with the offer and with the required due diligence. We are entitled to engage third parties or service providers to assist in the service delivery.

8.2 Client' s Obligation to Provide Information: The client agrees to provide all relevant information and documents necessary for the execution of the assignment and the delivery of services by BA PARTNERS LLP, or to make these available promptly as requested and feasible.

8.3 Acceptance of Services: Upon completion of the services, the client is obliged to accept the delivered performance, provided there are no significant defects.

8.4 Compensation Unaffected by Client Hindrance: If the agreed services cannot be provided due to hindrances originating from the client' s domain, BA PARTNERS LLP' s right to compensation remains unaffected.

8.5 Deadlines and Adjustments: If BA PARTNERS LLP is unable to meet a deadline, or if there are necessary adjustments to the schedule due to unforeseen circumstances, the client is not entitled to a refund or reduction in payment. Similarly, if tasks are modified or altered, no refund or reduction in payment will be granted. Any additional tasks outside the original agreement will be billed separately. All changes must be documented in writing.

8.6 Client' s Obligation for Transparency: The client agrees to maintain transparency and honesty throughout the engagement and to communicate any relevant performance metrics or revenue generated that may relate to the services provided.

9. Communication

9.1 Office Hours: BA PARTNERS LLP' s office hours are Monday to Friday, from 10:00 to 18:00, and additional times by prior arrangement. The office can be reached at 124 City Road, London, EC1V 2NX, England, United Kingdom.



9.2 Response Time: We generally respond to emails within 24 to 48 hours, excluding weekends and local or international public holidays. While not guaranteed, communication through WhatsApp may be offered as an additional support channel.

9.3 Appointments and Calls: For appointments or phone consultations, prior written notice is required, including a brief explanation of the topic to be discussed. Phone calls require prior scheduling and approval to ensure availability.

10. Conduct and Consideration

10.1 Professional Conduct: The client is required to uphold the standards of conduct expected from a prudent businessperson in all interactions with BA PARTNERS LLP. We reserve the right to take civil action against any unlawful and/or inappropriate or baseless statements made about our company or services by clients, competitors, or other third parties. This includes, in particular, false factual assertions and defamatory criticism. We also reserve the right to file criminal charges without prior notice if necessary.

10.2 Behavior During Program Participation: The client is expected to support a smooth and constructive experience in all BA PARTNERS LLP programs and services, ensuring professional conduct towards both our team and other participants. Should the client disrupt our programs or services through inappropriate behavior, we will issue a single warning to cease such disruptions. In case of repeated offenses, we reserve the right to temporarily or permanently exclude the client from our programs and services. Our right to full compensation remains unaffected in such cases.

11. Usage Rights

11.1 Intellectual Property Rights: BA PARTNERS LLP retains exclusive intellectual property rights to all content we publish, including images, videos, texts, webinars, databases, etc., whether on social media platforms like Facebook or in password-protected platforms. Any use of this content is strictly prohibited without prior consent from BA PARTNERS LLP.

11.2 Limited Usage Rights for Clients: The client is granted a limited, non-transferable right to use the content available in password-protected member areas for the duration of the contract. This right is strictly for personal use within the scope of the individual agreement made with the client.



11.3 Access and Login Credentials: Access and login credentials for our programs, content, and platforms are provided solely for the duration of the contracted term and are generally intended for the personal use of the client. Sharing access credentials or content with unauthorized third parties is strictly prohibited. Violations of this obligation will incur a contractual penalty, set at BA PARTNERS LLP's reasonable discretion based on the program, up to a maximum of €5,000 per incident. Access by the client's employees or affiliates is generally possible but must be explicitly approved and confirmed by BA PARTNERS LLP.

11.4 Rights to Work Products: Upon full payment, the client receives unrestricted rights, both in terms of time and geography, to the work products provided under this agreement. However, BA PARTNERS LLP reserves the right to display the completed work as a reference on our websites and social media profiles.

11.5 Transfer of Usage Rights: All usage rights are transferred to the client only after the agreed compensation has been paid in full.

11.6 Company Portfolio and Self-Promotion: The client agrees that BA PARTNERS LLP may use materials created under this agreement in its portfolio, sample materials, and for self-promotion, including but not limited to use on platforms such as Facebook, Instagram, or other social media. Should the client wish to restrict or limit the use of certain materials in this way, such exclusions or limitations must be agreed upon in writing.

11.7 User Behavior Analysis: By using our member platforms, the client agrees to the tracking and analysis of individual user behavior, as well as the collection of related data, including IP and MAC addresses, which may be personally identifiable. This analysis will continue for the duration of the contract and may involve the use of specialized software.

11.8 Protection of Trade Secrets and IP: Any breach of our trade secrets, business secrets, or intellectual property rights will be pursued civilly and may be reported to law enforcement for further legal action.

11.9 No Usage Rights to Marketing Materials: The client does not receive any rights to use our marketing texts or advertisements that are published on our websites, forums, or groups.



12. Payment Terms, SEPA Direct Debit, Invoice

12.1 Due Date: The fee for our services is generally due in full upon contract conclusion, unless otherwise agreed with the client.

12.2 Payment Options: Clients may pay the amount due by bank transfer, through authorized license partners, or via payment providers such as Stripe, PayPal, or Klarna. In the case of SEPA direct debit authorization, we will initiate the debit transaction at the earliest on the date specified in section 12.1. A SEPA direct debit authorization provided to us will remain valid for future orders until revoked.

12.3 Prepayment Requirement: Payment for booked services or consultations is only possible by prepayment through the designated payment methods.

12.4 Invoice Requests: Business clients may request an invoice for the services booked by sending an email to our support team.

13. Liability

13.1 General Liability: BA PARTNERS LLP is liable to the client in all cases of contractual and non-contractual liability for damages or reimbursement of futile expenses due to intent and gross negligence, in accordance with statutory provisions.

13.2 Limited Liability for Key Obligations: In other cases, unless stated otherwise in section 13.3, BA PARTNERS LLP' s liability is limited to breaches of essential contractual obligations necessary for the proper execution of the contract, on which the client regularly relies. This liability is limited to foreseeable and typical damages. In all other cases, our liability is excluded, subject to section 13.3.

13.3 Liability for Personal Injury and Product Liability: The limitations and exclusions of liability mentioned above do not apply to damages arising from injury to life, body, or health, nor to claims under the Product Liability Act.



13.4 Responsibility of Resellers and License Partners: German resellers and license partners are fully liable for the sales process to end customers. BA PARTNERS LLP is only liable in its role as a paying agent and does not assume liability for the product itself, which remains under the responsibility of the ultimate beneficial owner (UBO) of the intellectual property (IP).

13.5 Client Responsibility for Third-Party Rights: The client is responsible for ensuring that any images, videos, or audio materials provided are free from third-party rights. The client indemnifies BA PARTNERS LLP against any third-party claims resulting from intellectual property rights infringements and bears sole responsibility for the compliance of content with competition and trademark laws.

13.6 Non-Directive Role of BA PARTNERS LLP: BA PARTNERS LLP does not provide any directives or advice for the client's use of materials or services. Clients must independently verify that their actions and use of our materials comply with laws in their respective jurisdictions. The video course and coaching services provided are intended solely as creative content, detached from any specific legal or business recommendations.

13.7 Remedial Obligation: If any defects in BA PARTNERS LLP's services are rectifiable, a liability for damages will only arise if the client has notified us of the defects in writing, and BA PARTNERS LLP fails to rectify them within 20 business days.

13.8 Liability for Client-Provided Information: BA PARTNERS LLP is not liable for legal actions, including warnings or other proceedings, that are initiated against the client due to incorrect information on the client's websites or social media profiles.

13.9 Liability for Data Protection Violations: BA PARTNERS LLP is not liable for any legal actions against the client arising from data protection issues.

14. Right of Withdrawal

BA PARTNERS LLP enters into contracts exclusively with business customers. Under UK law, there is no right of withdrawal for contracts concluded remotely with business customers.



15. Transferability of Jurisdiction

If any legal proceedings or disputes arise under this agreement, and alternative jurisdictions or courts are deemed applicable or are chosen by either party, such proceedings shall remain subject to the terms and conditions of this agreement as originally stipulated. The rights and obligations outlined in this agreement shall be interpreted and enforced in accordance with the originally designated governing law, irrespective of any alternate jurisdiction chosen for legal proceedings. This clause ensures that the original terms remain intact and enforceable, preserving the intent and obligations of the parties as set forth in this agreement.

16. Reviews

15.1 Constructive Feedback: Both parties agree to refrain from making unconstructive or disparaging remarks or reviews about each other, especially on online review platforms and social media networks.

15.2 Notification of Reviews: Each party agrees to inform the other of any reviews or comments made about them on social media. The reviewed party reserves the right to request the immediate removal of such a review or comment.

15.3 Penalty for Non-Compliance: If the requested removal is not promptly carried out, the aggrieved party may claim a contractual penalty from the party responsible for the comments or reviews. The penalty amount will be determined by the aggrieved party and is subject to judicial review. It must be proportionate to the offense and may not exceed 5% of the total contract value. Both parties reserve the right to claim further damages.

15.4 Survival Clause: The provisions of this section remain in effect even after the contract has ended.



17. Data Protection, Consent to Data Processing, and Contact Authorization

17.1 Data Protection Priority: Protecting personal data is of utmost importance to us. Our privacy policy provides separate information regarding the collection, storage, and processing of personal data, as well as the rights of individuals concerned. By using our services, you confirm that you have read and agreed to our privacy policy.

17.2 Consent to Contact: You consent, with the option to withdraw at any time, to be contacted by our company through various communication channels (e.g., email, SMS, telephone, messaging services). Should you wish to opt out of being contacted, please email us at: contact@bapartners.com. In your opt-out email, you must specify all the methods of contact you wish to exclude. Any incompleteness in your opt-out request will not be our responsibility. The effective date is the actual receipt of your email by us.

17.3 Consent to Data Processing: You consent, with the option to withdraw, to the storage and processing of all personal data provided to us (e.g., in application forms: name, address, phone number, email, personal interests, financial situation, hobbies, personality questions). Additionally, you consent to the use of cookies within our services, the analysis, storage, and aggregation of your user behavior, and the processing and transfer of your personal data and user profiles to third-party companies for marketing and advertising purposes, including those in non-EU/EEC countries. For details on withdrawing consent, refer to section 16.2 above and our privacy policy.

18. Participation in Seminars and Events

18.1 Booking Confirmation: When you book participation in our seminars or events, your booking is binding. We generally confirm the booking via email.

18.2 Right to Withdraw with Justification: The customer may only withdraw from their booking if there is a significant reason, subject to the conditions specified in section 17.3. The customer is obligated to provide a qualified proof of the significant reason along with the withdrawal notice.



18.3 Withdrawal Fees: In cases where a justified withdrawal notice is received up to 6 weeks before the event, a processing fee of 35% of the participation fee will apply. If the notice is received less than 6 weeks but more than 3 weeks before the event, 50% of the participation fee will be charged. For withdrawal notices received within 3 weeks before the event, the full participation fee will be applied. The customer reserves the right to demonstrate that no damage, or significantly less damage than the stated fees, has been incurred.

18.4 Substitute Participant: A substitute participant may only attend with our prior approval.

19. Applicable Law and Jurisdiction

19.1 Governing Law: The law of the United Kingdom applies, excluding the United Nations Convention on Contracts for the International Sale of Goods (CISG).

19.2 Jurisdiction: Exclusive jurisdiction for all disputes arising from the contractual relationship between us and the customer is the competent court in London, UK. However, we reserve the right to assert our claims against the customer in their general place of jurisdiction.

19.3 Contract Language: The contract language is English.

20. Licensing and Role Structure

BA PARTNERS LLP operates as the official Paying Agent in this agreement, handling payment processing and distribution on behalf of the ultimate intellectual property owner, which is a separate, Caribbean-based entity. This structure allows BA PARTNERS LLP to manage financial transactions and facilitate customer access to products and services while maintaining compliance with international licensing standards. However, BA PARTNERS LLP is not the ultimate beneficial owner (UBO) of the intellectual property associated with the products offered under this agreement.



The ultimate IP ownership is held by the Caribbean entity, which retains all core rights to the intellectual property and licenses its use under this agreement. Customers and resellers understand that BA PARTNERS LLP' s involvement is solely for payment administration and does not extend to full IP ownership responsibilities. The responsibility for the sales process, as well as any customer interactions or legal compliance obligations, rests with resellers, particularly when operating in Germany or other jurisdictions outside the United Kingdom.

In essence, BA PARTNERS LLP' s role is defined by this paying agent status, allowing it to process customer payments, facilitate license usage rights, and remit funds accordingly, while the ultimate IP holder retains control over the product' s core intellectual property rights.

21. Pricing and Payment Structure

21.1 Package Pricing: Our services are offered in various packages, with a primary package priced at €4,500 and an alternative downsale package at €1,500. Additional, non-binding packages may also be presented, and separate offers may be provided upon request. While specific package prices are displayed, they are not considered binding.

21.2 Downsale Agreement: For downsale packages priced below €4,500, the Customer acknowledges that the remaining balance toward the full primary package may be settled via retained affiliate commissions earned through the downsale product. These commissions will be held by BA PARTNERS LLP and applied toward the outstanding balance until the full primary package cost is covered. This arrangement does not apply to packages priced at or above €4,500.

21.3 Net Pricing and Taxes: All prices listed are net prices and are subject to additional VAT where applicable. Customers are advised that taxes may vary based on their location and the relevant jurisdiction.

21.4 Service Delivery and Payment Obligation: Services will be rendered according to the schedule specified in the primary contract with the Customer. Unless otherwise agreed, the Customer is obligated to make payment in advance. The agreed-upon compensation is due immediately upon conclusion of the contract, ensuring prompt delivery of the course materials.



22. Profit or Support Guarantee

22.1 No Guaranteed Profit: This agreement does not promise or guarantee any specific profit or financial outcome. Our coaching, guidance, and training services are designed to provide strategic insights and practical approaches based on extensive industry experience. However, the Customer assumes full responsibility for implementing the recommended measures and for the results they achieve, both financially and personally.

22.2 Support Guarantee: While specific financial outcomes cannot be guaranteed, we assure Customers that the partnership will continue until a measurable level of success, such as profit generation, has been achieved, provided the Customer actively engages in the coaching and follows the prescribed steps.

22.3 Duration of Support: The scope and duration of continued support will be as outlined in the primary agreement and may include further coaching, consulting sessions, or access to additional resources. Adjustments to the support plan may be made in mutual agreement if the Customer demonstrates a genuine commitment to implementing the strategies discussed.

This guarantee of continued support is intended to enhance the Customer's opportunity for success, although it does not establish any liability on our part for specific financial outcomes.

23. Data Transfer and Processing

23.1 Data Transfer Consent: By entering into this agreement, the Customer consents to the transfer, processing, and storage of personal data as necessary for service delivery. This includes the transfer of data to BA PARTNERS LLP, as well as any affiliated entities or authorized partners involved in delivering services under this contract, including entities located outside the EU, such as in the Caribbean, where the ultimate beneficial owner (UBO) of the intellectual property resides.



23.2 Data Transfer for Compliance and Service Needs: The data transferred may include information required for regulatory compliance, payment processing, customer support, and service enhancement. All data transfers comply with applicable data protection laws, and contractual safeguards ensure that all partners involved in handling customer data uphold data security and privacy standards.

23.3 Customer Acknowledgment: The Customer acknowledges that data transferred to non-EU/EEA countries may be subject to different data protection regulations. Nevertheless, BA PARTNERS LLP commits to implementing sufficient technical and organizational measures to protect the data throughout its transfer and processing, ensuring confidentiality, integrity, and compliance with GDPR requirements as they apply to third-country data transfers.

24. Intellectual Property Protection and Retention

24.1 Scope of Intellectual Property Rights: The Customer acknowledges that all intellectual property (IP) rights, including copyrights, trademarks, patents, and trade secrets associated with the services, materials, and methodologies provided under this Agreement, remain exclusively with the IP owner, as designated by BA PARTNERS LLP, acting as the authorized agent and license provider.

24.2 Use of Licensed Materials: The Customer is granted a limited, non-exclusive license to use the IP strictly for the purposes outlined in this Agreement. This license is non-transferable and does not grant ownership of the IP to the Customer. The use of materials is limited to the duration of the contract, and any unauthorized use, duplication, or distribution beyond the agreed purpose is prohibited without prior written consent from BA PARTNERS LLP.



24.3 Protection Against Unauthorized Use: The Customer agrees not to reverse engineer, decompile, disassemble, or otherwise attempt to derive the source code, techniques, processes, or IP embedded in any materials provided. Additionally, any IP-related documentation provided by BA PARTNERS LLP or any affiliated entity is intended solely for the Customer's internal use and may not be shared externally without written authorization.

24.4 Intellectual Property Infringement Claims: BA PARTNERS LLP and the IP owner reserve the right to take legal action in the event of unauthorized use or infringement of the IP. The Customer agrees to cooperate fully with BA PARTNERS LLP in any proceedings related to the protection of IP rights. Any infringement or potential infringement by third parties of the IP must be promptly reported by the Customer to BA PARTNERS LLP.

24.5 Retention of IP Rights Post-Termination: Upon termination or expiration of this Agreement, all rights to use the IP revert exclusively to BA PARTNERS LLP and the ultimate IP owner. The Customer shall immediately cease all use of the IP and destroy or return any materials containing the IP, as directed by BA PARTNERS LLP. The IP owner reserves the right to retain any necessary records to demonstrate proper IP usage compliance.

24.6 Acknowledgment of Ownership: The Customer acknowledges that BA PARTNERS LLP acts as the authorized paying agent and facilitator for the ultimate IP owner, who retains all proprietary rights to the IP. This Agreement does not grant the Customer any ownership stake, title, or claim to the IP beyond the limited license provided herein.

25. Export Control Compliance

25.1 Compliance with Export Laws: The Customer agrees to comply fully with all applicable export control laws and regulations of the United Kingdom, the European Union, the United States, and any other relevant jurisdictions, particularly with respect to services, technology, and materials provided under this Agreement. The Customer acknowledges that certain materials, including software, documentation, and technology, may be subject to export control restrictions and require authorization prior to export, transfer, or use outside the approved jurisdictions.



25.2 Prohibited Uses and Restricted Parties: The Customer represents and warrants that it will not directly or indirectly use, export, re-export, transfer, or otherwise distribute any materials or technology provided under this Agreement in violation of any applicable export laws or to any restricted or prohibited entities, individuals, or countries, as designated by the UK, EU, or US governments.

25.3 Obligations to Secure Approvals: In cases where the Customer's use or transfer of any materials or technology may require export licenses or permits from any governmental authorities, the Customer agrees to obtain and maintain all required approvals, licenses, and permits at its own expense and to comply with the terms of those approvals.

25.4 Notification Requirement: If the Customer intends to export, transfer, or disclose any technology or materials covered by this Agreement to parties outside approved jurisdictions, it shall first notify BA PARTNERS LLP to ensure compliance with applicable export regulations. BA PARTNERS LLP reserves the right to restrict or prohibit such transfers if they may result in a violation of export controls.

25.5 Penalties and Indemnification: The Customer acknowledges that non-compliance with export control laws may result in civil and criminal penalties. In the event of a breach, the Customer agrees to indemnify and hold BA PARTNERS LLP harmless from any resulting penalties, liabilities, or damages incurred due to the Customer's violation of export control laws.

26. Force Majeure

26.1 Scope of Force Majeure: Neither Party shall be liable for any failure to perform, or for any delay in the performance of, its obligations under this Agreement due to any event or circumstance beyond its reasonable control, including but not limited to acts of God, natural disasters, war, terrorism, civil unrest, labor strikes, governmental actions, pandemics, and interruptions to power or communications systems ("Force Majeure Event").



26.2 Notification and Mitigation: In the event of a Force Majeure Event, the affected Party shall promptly notify the other Party in writing of the occurrence and expected duration of the Force Majeure Event. The affected Party shall use all reasonable efforts to mitigate the impact of the Force Majeure Event on its performance and to resume performance of its obligations as soon as reasonably practicable.

26.3 Suspension of Obligations: The obligations of the affected Party shall be temporarily suspended to the extent necessary to account for the delay caused by the Force Majeure Event. If the Force Majeure Event continues for a period exceeding 60 days, either Party may terminate this Agreement upon written notice to the other Party, with no liability for either Party other than payment obligations for services rendered or expenses incurred prior to the Force Majeure Event.

26.4 Exclusion of Payment Obligations: Notwithstanding the above, Force Majeure shall not excuse the Customer from any obligation to make payments due under this Agreement. The Customer shall continue to make any required payments as specified, unless the Force Majeure Event directly prevents payment processing, in which case the Customer shall notify BA PARTNERS LLP and make arrangements to fulfill payment obligations as soon as possible.

26.5 Force Majeure and Intellectual Property Rights: The suspension of obligations due to Force Majeure does not extend to the obligations of the Customer concerning the protection and non-disclosure of intellectual property or confidential information as outlined in this Agreement.

27. Confidentiality and Non-Disclosure



27.1 Definition of Confidential Information: For the purposes of this Agreement, "Confidential Information" shall include any and all information, whether in written, electronic, or oral form, that is disclosed by one Party ("Disclosing Party") to the other Party ("Receiving Party") and is designated as confidential or should reasonably be understood to be confidential based on the nature of the information or the circumstances of disclosure. Confidential Information includes, but is not limited to, business plans, strategies, financial information, intellectual property, customer lists, and proprietary data.

27.2 Obligations of Non-Disclosure: The Receiving Party agrees to keep all Confidential Information confidential and to use it solely for the purposes of fulfilling its obligations under this Agreement. The Receiving Party shall take reasonable precautions to protect the confidentiality of the Disclosing Party's Confidential Information, which shall be at least as rigorous as the precautions it takes to protect its own confidential information, but not less than a reasonable standard of care.

27.3 Permitted Disclosures: Confidential Information may only be disclosed to employees, agents, or subcontractors of the Receiving Party who need to know the information to fulfill the purposes of this Agreement, provided that such individuals are bound by obligations of confidentiality at least as restrictive as those contained in this Agreement. Additionally, Confidential Information may be disclosed if required by law, regulation, or legal process, provided that the Receiving Party gives prompt written notice to the Disclosing Party (to the extent legally permissible) and cooperates with any efforts to obtain a protective order or other assurance of confidentiality.

27.4 Exceptions to Confidentiality: The obligations of confidentiality under this Agreement shall not apply to any information that (i) was already known by the Receiving Party without an obligation of confidentiality prior to disclosure by the Disclosing Party, (ii) is or becomes publicly available through no fault of the Receiving Party, (iii) is obtained by the Receiving Party from a third party who is not bound by confidentiality obligations, or (iv) is independently developed by the Receiving Party without reference to or use of the Disclosing Party's Confidential Information.



27.5 Duration of Confidentiality Obligations: The confidentiality obligations in this Agreement shall remain in effect during the Term of the Agreement and for a period of five (5) years following its termination or expiration.

27.6 Return or Destruction of Confidential Information: Upon the termination or expiration of this Agreement, or upon written request by the Disclosing Party, the Receiving Party shall promptly return or destroy all materials containing Confidential Information, including any copies thereof, and provide written confirmation of such destruction, unless legal obligations require the retention of such information.

27.7 Remedies: The Receiving Party acknowledges that any breach of confidentiality obligations may cause irreparable harm to the Disclosing Party, for which monetary damages may be inadequate. Therefore, in the event of a breach or threatened breach of this Section, the Disclosing Party shall be entitled to seek injunctive relief in addition to any other rights or remedies available at law or in equity.

28. Limitation of Liability

28.1 General Limitation: Except as expressly provided in this Agreement, neither Party shall be liable to the other Party for any indirect, incidental, special, consequential, or punitive damages, including but not limited to loss of profits, revenue, goodwill, or anticipated savings, arising out of or in connection with this Agreement, regardless of whether such damages were foreseeable or if the Party was advised of the possibility of such damages.

28.2 Cap on Liability: Each Party's total cumulative liability under this Agreement, from any and all causes of action and claims, whether arising out of contract, tort (including negligence), or otherwise, shall be limited to the amount of fees paid by the Customer under this Agreement within the twelve (12) months immediately preceding the event giving rise to the liability. This limitation applies regardless of the number or types of claims asserted.



28.3 Exceptions to Limitation: The limitations of liability in this Agreement shall not apply to: (i) damages resulting from a Party's gross negligence or willful misconduct, (ii) damages resulting from a breach of confidentiality or intellectual property provisions, (iii) liability arising from fraud or fraudulent misrepresentation, or (iv) any liability which cannot be limited or excluded under applicable law.

28.4 Liability for Compliance and Legal Responsibility: The Customer acknowledges that it is solely responsible for ensuring that its activities, including the use of the licensed materials and services provided under this Agreement, comply with the laws and regulations in its jurisdiction. The Customer shall seek independent legal advice regarding compliance and may not rely on any materials, guidance, or services provided under this Agreement as legal advice. BA PARTNERS LLP, as a Paying Agent and facilitator, and the ultimate IP owner, accept no liability for any legal or regulatory violations arising from the Customer's use of the services or materials.

28.5 Indemnification: The Customer agrees to indemnify, defend, and hold harmless BA PARTNERS LLP, its affiliates, and its officers, directors, employees, and agents from and against any claims, damages, losses, or expenses arising out of or resulting from (i) the Customer's breach of this Agreement, (ii) the Customer's violation of applicable laws or regulations, or (iii) any claims brought by third parties regarding the Customer's use of the licensed materials or services in violation of any intellectual property rights.

28.6 Force Majeure Events: In no event shall either Party be liable for any delay or failure in performance due to causes beyond its reasonable control, as defined under the Force Majeure provision of this Agreement.

29. Currency Risk and Tax Obligations



29.1 Currency Risk: If payments under this Agreement are to be made in a currency other than the currency of the receiving Party's country, the paying Party acknowledges and assumes the risk of any fluctuations in exchange rates. All payments shall be made at the rate of exchange prevailing on the due date of payment, and neither Party shall have the right to adjust payments based on currency valuation changes occurring after the payment date.

29.2 Responsibility for Taxes: Each Party shall be solely responsible for any taxes, duties, or charges it incurs as a result of entering into or performing under this Agreement. The Customer acknowledges its responsibility for any applicable value-added tax (VAT), goods and services tax (GST), withholding tax, or other tax liabilities within its jurisdiction and agrees to comply with all relevant tax regulations. If withholding taxes are required by law, the paying Party shall gross-up the payment so that the receiving Party receives the full amount due after tax withholding.

29.3 Compliance with Tax Laws: Both Parties agree to cooperate, where necessary, to facilitate tax documentation or reporting requirements relevant to this Agreement. Any requests for assistance with tax-related compliance must be made in writing, and each Party shall make commercially reasonable efforts to provide timely support for such requests.

30. Dispute Resolution and Arbitration

30.1 Scope of Arbitration: Any disputes arising from or relating to this Agreement, including its validity, interpretation, performance, or termination, shall be resolved by binding arbitration as specified below. The Parties agree to resolve disputes through arbitration in order to promote efficient and fair outcomes without recourse to traditional court litigation, except as specified herein.

30.2 Jurisdiction and Applicable Law:

- **For Sales Process Disputes (German License Partners):** Disputes arising from the sales process managed by license partners in Germany shall be governed by German law, and arbitration shall be conducted in Germany under the rules of the German Arbitration Institute (DIS).



- For Matters Related to BA PARTNERS LLP's Role as Paying Agent:

Disputes related to BA PARTNERS LLP's role as a Paying Agent shall be governed by UK law, with arbitration held in London, United Kingdom, in accordance with the rules of the London Court of International Arbitration (LCIA).

- For Product-Related Disputes Concerning Intellectual Property

(IP UBO Jurisdiction); Disputes specifically related to the intellectual property or the product itself shall be governed by the laws of St. Lucia, with arbitration held in St. Lucia, under the rules of the International Centre for Settlement of Investment Disputes (ICSID) or as may be applicable in the IP UBO's jurisdiction.

30.3 Arbitration Procedures:

- **Selection of Arbitrators:** The arbitration panel shall consist of three arbitrators. Each Party shall appoint one arbitrator, and the two appointed arbitrators shall jointly select the third arbitrator who shall act as the chair person of the panel.

- **Language:** All arbitration proceedings shall be conducted in English, and all submissions shall be made in English.

- **Confidentiality:** The arbitration proceedings, including all documents and evidence submitted, shall remain confidential. Disclosure to third parties is prohibited unless required by law or mutually agreed upon by the Parties.

30.4 Binding Decision: The arbitration award shall be final and binding upon the Parties. The award may be enforced in any court of competent jurisdiction, and each Party agrees to comply with the decision without delay.

30.5 Interim Measures and Injunctive Relief: Nothing in this Section shall prevent either Party from seeking interim or injunctive relief in a court of competent jurisdiction if necessary to protect its rights or interests pending the outcome of arbitration.

30.6 Costs of Arbitration: Each Party shall bear its own costs and expenses related to the arbitration proceedings, except that the arbitrators may allocate arbitration fees and expenses in the final award.



31. Intellectual Property Protection

31.1 Ownership and Scope of Intellectual Property: The ultimate ownership of all intellectual property (IP), including but not limited to trademarks, patents, copyrights, trade secrets, methodologies, and proprietary materials, shall remain with the Intellectual Property Ultimate Beneficial Owner (IP UBO), regardless of the location or jurisdiction of the Parties. BA PARTNERS LLP and any authorized license or sublicense partners are granted specific, non-exclusive rights to utilize the IP solely for the purposes defined within this Agreement and according to the authorized activities of their roles.

31.2 IP License and Usage Rights: The rights granted to the Customer and any sublicensed parties are strictly limited to the usage specified in this Agreement, including but not limited to access to digital products, training materials, and software. No additional IP rights are transferred or implied by this Agreement. Any usage beyond the scope granted herein requires express, written consent from the IP UBO.

31.3 Protection of IP Against Unauthorized Use:

- **Confidentiality and Security Measures:** Each Party agrees to uphold the confidentiality and security of all IP shared under this Agreement, implementing adequate measures to prevent unauthorized access, use, reproduction, or distribution. The Customer shall immediately notify BA PARTNERS LLP of any unauthorized use or suspected infringement of the IP rights.

- **Prohibition on Unauthorized Distribution:** The Customer and any authorized partners are prohibited from sharing, sublicensing, distributing, or otherwise transferring the IP rights to third parties without prior written authorization from the IP UBO or its designated representative.

31.4 IP Compliance in Cross-Border Transactions: Each Party agrees to ensure that all uses of the IP comply with the IP-related laws of each jurisdiction involved in this Agreement. The IP UBO reserves the right to audit and monitor the use of IP by the Customer or any sublicensee to ensure compliance with the terms of this Agreement and applicable laws. Any violations may result in termination of this Agreement and potential legal action.



31.5 Infringement Actions: If the IP UBO or any authorized Party becomes aware of any third-party infringement or unauthorized use of the IP, it reserves the right to take legal action or pursue remedies as deemed necessary to protect the IP rights. BA PARTNERS LLP and license or sublicense partners shall cooperate fully with the IP UBO in any legal proceedings or enforcement actions taken to protect the IP.

32. Subcontracting and Assignment

32.1 No Assignment Without Consent: Neither Party may assign, transfer, or delegate any of its rights or obligations under this Agreement to any third party without the prior written consent of the other Party. Any attempted assignment in violation of this clause shall be void and of no effect.

32.2 Conditions for Subcontracting: Where subcontracting is permitted, each Party shall ensure that any subcontractor complies fully with all terms and conditions of this Agreement. The subcontracting Party shall remain fully responsible for the performance of all obligations under this Agreement as if it were performing the services itself.

32.3 Notice of Assignment or Subcontracting: If assignment or subcontracting is approved, the assigning or subcontracting Party must provide prompt written notice to the other Party, including the contact information of the subcontractor or assignee.

32.4 Liability for Subcontractors and Assignees: The Party engaging in subcontracting or assignment shall remain liable for all actions, omissions, and performance of the subcontractor or assignee and shall ensure that they adhere to the terms and obligations of this Agreement.

33. Severability Clause



33.1 Validity of Remaining Provisions: If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid, illegal, or unenforceable, that provision shall be deemed modified to the minimum extent necessary to make it enforceable, or, if such modification is not possible, severed from this Agreement.

33.2 Continuation of Agreement: The invalidity, illegality, or unenforceability of any provision shall not affect the validity, legality, or enforceability of the remaining provisions of this Agreement, which shall remain in full force and effect.

33.3 Good Faith Adjustment: In the event a provision is modified or severed under this clause, the Parties agree to negotiate in good faith to replace the affected provision with a valid and enforceable provision that achieves, to the greatest extent possible, the original intent of the Parties.

34. Compliance with Local Laws

34.1 Adherence to Applicable Laws: Each Party agrees to conduct all activities under this Agreement in full compliance with the applicable laws, regulations, and standards of their respective jurisdictions, including any regional licensing requirements, reporting obligations, and industry standards.

34.2 Responsibility for Legal Compliance: Each Party is solely responsible for understanding and ensuring compliance with the laws that govern their activities in the jurisdiction where they operate. This includes, but is not limited to, compliance with tax obligations, employment laws, data privacy regulations, and any other applicable local, state, or federal laws.

34.3 Notification of Legal Impediments: If any legal changes or regulatory requirements impact the ability of a Party to perform its obligations under this Agreement, that Party must promptly notify the other Party. The Parties shall discuss potential modifications to this Agreement to ensure ongoing compliance without materially altering the intended benefits of the Agreement.



34.4 Indemnification for Non-Compliance: Each Party agrees to indemnify and hold the other Party harmless against any claims, fines, or damages arising from its failure to comply with applicable local laws and regulations in its respective jurisdiction.