

ECoinSupply Affiliate Program Agreement

This ECoinSupply Affiliate Program Agreement (the “Agreement”) contains terms and conditions that govern Your participation in ECoinSupply Affiliate Program (the “Program”). By filling out the signup form and filling the BTC Payout address or by continuing to participate in the Program you agree to be bound by this Agreement, represent and warrant that you are lawfully able to enter into contracts (or you are authorized and lawfully able to bind the company or other legal entity which you represent to this Agreement) and that you are and will remain in compliance with this Agreement.

This Agreement, entered into by and between “You” (“Your” or the “Affiliate”) and ECoinSupply SAS, a limited joint-stock company with a share capital of 10.000 euros, registered with the trade and companies register of Paris under No. 815 254 545, with its head office at 35 rue du Caire – 75002 Paris (“ECoinSupply”, “We”, “Our”), governs Affiliate’s participation in a marketing program that allows the Affiliate to earn commissions (“Commissions”) on the sales or purchases of cryptoassets (“Transaction”) carried out by a referred individual (“Customer”) on the ECoinSupply platform (“Site”) after clicking a link targeting to Our Site placed by the Affiliate and properly using the special link formats We provide (including the Affiliate ID you received) (“Link” or “Affiliate Link”).

1. Program Overview

The purpose of the Program is to permit you to advertise ECoinSupply services on Your site, in email or any other form of electronic marketing, and to receive a Commission on Transactions made by Your referred Customer.

2. Enrollment in the Program and Affiliate Obligations

To begin the enrollment process you must complete an Affiliate application via Our Site. All information associated with Your Affiliate account must be real and verifiable. You are allowed to use only one Affiliate account by legal or natural person unless otherwise approved by ECoinSupply. We may reject or cancel Your application, at Our sole discretion, if We decide Your site or/and Your participation in Our Program is contrary to this Agreement. These may include but are not limited to any media containing Your Affiliate Link that will:

- Promote Our services in a manner that contains any form of misleading, defamatory, illegal activities or any other content deemed offensive by us. (Unsuitable sites include those which promote sexually explicit materials; violence; discrimination based on race, sex, religion, nationality, sexual orientation or age; illegal activities; or violate intellectual property rights)
- Cause damage to ECoinSupply's brand names
- Promote Our services in a manner encouraging Customers to sign up for the purpose of engaging in any illegal activity
- Include non-working websites, blogs without content, or parked domains.
- Incorporate any materials which infringe any copyright, trademark or other intellectual property rights
- Create unlawful competition with third parties
- Use a competitor or third party's sign without its authorization in order to promote Our services.

Unsuitable participation in the Program includes:

- Spam. Spam is the use of electronic messaging systems to send unsolicited bulk messages of a commercial or non-commercial nature. The term 'spam' is applied to similar abuses in other media: junk faxes, mobile phone messaging spam, instant messaging spam, search engine spam, internet forum spam, social networks spam, spam in blogs, wiki spam, etc. If you run a newsletter, e-zine, or any kind of bulk messaging service or software, you

must have evidence that people may legally receive messages from you, in particular via their consent to receive such messages if required by law.

- Cookie stuffing techniques. You are not allowed to use cookie stuffing techniques that set the Affiliate cookies without the referred Customer's knowledge or generate hidden forced clicks of Your Links (e.g. via iframe, image, popup, javascript, flashbased cooking stuffing, etc.).
- Pop-up or pop-under advertising. Without specific approval, you may not send traffic to ECoinSupply's Site by serving pop-up or pop-under impressions. In general, Customers must arrive to ECoinSupply's Site via a manual click action undertaken directly by such Customer.
- Improper Advertising Methods. You may not bid for competing keywords that include any variations of ECoinSupply or misspellings in pay-per-click (PPC) programs such as Google Adwords, without specific approval. You may not use Your Affiliate Links in any PPC programs such as Google Adwords. You may not write the text ECoinSupply, variations, or misspellings into any ad text which is used to promote Your website in a PPC program such as Google Adwords. Without specific approval, you may not use forwarding or masking of Your domain name when directing Your Customers to Our Site. ECoinSupply does not participate to the creation of the content provided by You and is not liable for it but reserves the right to view and/or reject any and all advertising creative, display creative, text, images, or other affiliate assets that result in user traffic being directed to Our site.
- Affiliate Account Ownership Transfer. You may not transfer ownership, give access or sell Your Affiliate account or Affiliate Links to another party without Our prior written consent. ECoinSupply does not participate to the creation of the content provided by You and is not liable for it but reserve the right, at any time, to review the placement and approve the use of your links, graphical banners, widgets, or other affiliate linking tools, and require that you change the placement or use to comply with the guidelines provided to you.
- Brokering or Sub-Affiliates. Without specific approval, you may not enlist or delegate third party companies to direct traffic to Our Site through Your Affiliate Links in return for any kind of counterpart.

When We approve an Affiliate application, We authorize a single URL or list of URLs owned by the Affiliate to direct traffic to Our Site through Your Affiliate Links. As a consequence, the Affiliate is the sole liable of the use of its Links and We cannot be held liable for any use of its Affiliate Links on URLs that were not previously approved by Us.

3. Acceptable Advertising Methods

After You have been accepted into the Program you may display Affiliate links on Your site. Affiliate Links may be created by You or made available to You by Us and must use the hyperlink We create.

You are solely responsible for Your media and sites, including their design, development, operation, maintenance and all materials that appear on or within it. In addition, You are solely responsible for the placement, use of Your Links, content, graphical banners, widgets, or other Affiliate linking tools and style of each Link that you place on Your site or use in promoting Our services, and for ensuring that Affiliate Links include the appropriate formatting necessary for Us to properly allocate referrals of Customers from Your Links. Any placed Affiliate Link must not be misleading to any visitor and have the purpose of leading to valid transactions or clicks to Our Site. Incentivized Commissions and offering any form of incentive to obtain a Transaction is forbidden, unless prior approval is given by Us.

4. ECoinSupply's Rights and Obligations

Promotion of the Affiliate relationship – ECoinSupply will make a variety of graphic and textual links available to Affiliate. Subject to the Agreement, you may display the Links as often and in as many areas of Your website(s) as you desire.

Register Your Customers – ECoinSupply will register the Customers that clicked on a Link placed by You and will track their Transactions. By opening an account with ECoinSupply, the Affiliate shall have the Customer agrees that all ECoinSupply client rules, policies and operating procedures will apply to them. To carry out a Transaction, Customers priory need to create an account on Our Site. ECoinSupply reserves the right to refuse Customers or to

close their accounts if they do not comply with Our Terms and Conditions available at <https://www.eCoinSupply.com/cgv>.

Track Customers' Transactions – ECoinSupply will track Customers' Transactions and will display all relevant information in the Affiliate's panel.

Modification – ECoinSupply may modify any of the terms and conditions contained in this Agreement, at any time and at Our sole discretion, by notifying the Affiliate via email, or by posting a notice or a new agreement on Our Site. If any modification is unacceptable to the Affiliate, Your only recourse is to terminate this Agreement at any time. Participation to the Program after the effective date of change will be deemed acceptance of the new terms.

5. Commission Fees and Schedule

The Affiliate shall be entitled to receive 20% (twenty percent) of the net revenues generated from the Affiliate's referred Customers Transactions during one year from the registration of such Customer on Our Site. The net revenue corresponds to the commission fees billed by ECoinSupply to the Customer per Transaction minus the transaction management fees and related costs per Transaction incurred by ECoinSupply. Commissions are paid in cryptocurrencies on a weekly basis.

The Affiliate must provide a valid BTC address in order to be paid its Commissions.

A Transaction is considered valid and gives entitlement to a Commission when a Customer referred through Your Affiliate Link concludes a Transaction according to his/her payment instructions and that the payment has reached ECoinSupply internal system.

Commission rate may be amended by ECoinSupply following a 10 days notice with effect on the 11th day (or at a later date if so specified by ECoinSupply).

The Commission structure is flexible and may be set at a higher rate for certain Affiliates depending on sales volume.

We reserve the right to disqualify Commissions earned in violation of this Agreement.

The Commission may vary depending on the type of Affiliate campaign introduced by ECoinSupply.

The Affiliate agrees to "self-billing", which means that ECoinSupply will create the invoice on behalf of the Affiliate and will communicate it upon request of the Affiliate.

Payment of Commission will be made to the Affiliate if, prior to the payment date, the sum of the Commissions exceeds the "Affiliate Minimum Payment" threshold of 100€. If this is not the case, payment will be delayed until such threshold is reached, subject to the provisions of the following paragraph.

In the case where a Commission cannot be paid to the Affiliate within six (6) months after the Transaction date because of the Affiliate's failure (e.g., because the Affiliate has not provided correct Bitcoin address details or the Affiliate Minimum Payment was not yet exceeded), the corresponding Commissions will be declined.

The Affiliate is responsible for the payment of all tax with regards to the Commissions received from ECoinSupply.

6. Confidentiality and data protection

All information acquired by Affiliate in connection with, or in the course of the Agreement shall be deemed confidential, maintained in the strictest confidence and security and shall not be divulged or disclosed to any third party unless otherwise required to be disclosed by law or by court order.

Confidential Information shall exclusively be used by Affiliate for the performance of the Agreement.

Affiliates shall also keep confidential its password or identifiers use to access the Site and is the sole responsible for their confidentiality. Any loss or disclosure will be of its sole liability.

Such confidentiality obligation shall survive the end of the Agreement for any reason for a period of 2 years.

ECoinSupply collects and processes the Affiliate's personal data that is necessary for the opening of its Affiliate account and the processing of Commissions, the establishment of Affiliate files and the proper administration of business relations between Affiliates and ECoinSupply

This data is intended for ECoinSupply as well as its service providers and partners located in and outside the European Union, in particular for the execution and payment of Commissions.

ECoinSupply undertakes to comply with the said regulations as part of the processing it carries out under the applicable general conditions of sale.

The Affiliate has at all times the right to access, modify, rectify and oppose for legitimate reasons, as well as the right to restrict the processing and the right to portability regarding its personal data and can directly exercise these rights by sending a written request signed and to which a copy of an identity document is enclosed, to:

ECOINSUPPLY SAS

Service Client & Support

35 rue du Caire

CS 34581

75081 Paris Cedex 02

France

The Affiliate has the right to set guidelines regarding the fate of his/her personal data after his/her death which can be addressed to the address indicated above.

Affiliate data is retained for the duration of our contractual relationship and up to three years after the end of it. At the end of this three-year period, ECoinSupply will be able to contact the Affiliate to find out whether he/she wishes to continue receiving commercial solicitations. In the absence of a positive and explicit answer from the Affiliate or in case of refusal, data will be archived for the duration of the legal prescription and for a period of ten years for the needs of billing and accounting management. Upon expiration of such periods, all the data will be deleted or anonymized.

In the event of a dispute regarding the use of the data by ECoinSupply, the Affiliate can seize the French Data Protection Authority (Commission Nationale de l'Informatique et des Libertés).

7. Terms & Termination

This Agreement will enter into force upon ECoinSupply's written confirmation of Your acceptance into the Affiliate Program.

Unless otherwise provided, either ECoinSupply or Affiliate may terminate this Agreement at any time, with or without cause, by giving the other party at least 30 days written notice of termination by email. ECoinSupply has the right to terminate the Agreement without prior notice if Affiliate breaches any terms or conditions of this Agreement or is no longer an active member of the Program for three consecutive months. In such cases, ECoinSupply reserves the right to confiscate historical earnings.

Upon termination, all rights and licenses granted to Affiliate shall terminate immediately. Affiliate must remove any reference to ECoinSupply, banners and Links from its site and disable any Links to ECoinSupply.com from its site. Affiliate will cease all uses of any trade names, trademarks, service marks, logos and other designations of ECoinSupply.

Unless otherwise provided, Affiliate will be entitled to receive pending Commissions, if any, earned by on or prior to the date of termination in accordance with the provisions of article 5. However, Affiliate will not be entitled to Commissions occurring after the date of termination.

ECoinSupply may withhold final payment for a reasonable time to ensure that the correct Commission amount is paid to Affiliate. Transactions made by Affiliate's Customers after termination shall not be interpreted as a continuation or renewal of this Agreement or a waiver of termination.

Affiliate will return to ECoinSupply any confidential information, and all copies of information in Your possession, custody and control.

Termination will not relieve Affiliate from any liability arising from any breach of this Agreement, which occurred prior to termination.

ECoinSupply reserves the right to shut down an account and confiscate historical earnings when account has been found to be engaged in fraudulent activities (including any person who purposely intend on engaging in fraudulent deposit methods or trading, earning Affiliate commissions from their own trading or that of someone using the same IP or trading from within the same household).

8. Limitation of Liability

We have no liability whatsoever for Your use of any information or other content available from or through Our Site, Our Affiliate linking system, or Our Site itself. In particular, but not as a limitation thereof, We are not liable for any compensatory, indirect, special, incidental or consequential damages (including damages for loss of business, loss of profits, litigation, or the like), whether based on a breach of contract, breach of warranty, tort, product liability or otherwise; nor for any third-party claims of any nature, even if advised of the possibility of such damages or claims.

In any case, if you are a professional (and not a Consumer according to the provisions of the French Consumer Code), ECoinSupply shall not be liable for an amount exceeding the total amount of Commissions received for the past 12 months.

9. Disclaimer

Services, information and other content available from or through the Site are provided 'as-is', 'as available', and all warranties, express or implied, are disclaimed. To the fullest extent permissible pursuant to applicable law, We disclaim all warranties express or implied, including, but not limited to, that any service or information available from or through Our Site, or Our service itself will be merchantable or fit for a particular purpose, that any service or information available from or through Our Site, Affiliate linking system, or Our Site itself will be uninterrupted or error-free, that defects will be corrected, regarding correctness,

accuracy, or reliability, or against interference with Your enjoyment of the service or information, or against infringement.

All 'information' and services provided in the course of this Agreement are provided with all faults, and the entire risk as to satisfactory quality, performance, accuracy, and effort is with You as the user. The negations of damages set forth above are fundamental elements of the basis of this Agreement. The information and other content available from or through Our Site, and Our Site itself, would not be provided without such limitations.

This Agreement shall not create or be deemed to create an employer-employee relationship between ECoinSupply and the Affiliate.