

TERMS AND CONDITIONS OF REFERRAL AGREEMENT

The last update was published: June 28, 2022

The last update will come into force: June 28, 2022

IMPORTANT! PLEASE READ THIS DOCUMENT CAREFULLY. THIS DOCUMENT SHALL BECOME LEGALLY BINDING TO YOU UPON MARKING "ACCEPT TERMS AND CONDITIONS OF REFERRAL AGREEMENT" CHECKBOX. IF THERE IS ANYTHING IN THIS DOCUMENT THAT YOU DO NOT UNDERSTAND, PLEASE CONTACT US. IF THERE IS ANYTHING IN THIS DOCUMENT WITH WHICH YOU DO NOT AGREE, PLEASE DO NOT MARK "ACCEPT TERMS AND CONDITIONS" CHECKBOX.

This document (hereinafter referred - the Referral agreement) constitutes conditions for the Referral process that are done by You (furthermore - Referrer) to UAB "Decentralized" (furthermore - The Partner). In addition to this agreement, relationships with the You and The partner are governed by the General terms which are currently in force and are always available on the Website at <https://coingate.com/merchant-terms-and-conditions>, additional agreements between you and us, and mandatory laws and other legal acts of the Republic of Lithuania. In the event of any inconsistency between the Referral Agreement Terms and the General Terms, the General Terms shall prevail.

The Partner provides aggregate cryptocurrency payment gateway solutions (furthermore - Payment Services) to various individuals or legal entities selling goods and services or collecting cryptocurrency for a specified purpose, over the internet. The Partner facilitates such individuals and legal entities in accepting online cryptocurrency payments initiated by their customers on their website or mobile application directed to the Payment Platform(s), using acceptable modes of cryptocurrency payment mechanism provided by the Partner.

The Referrer has agreed to refer to the Partner Services, customers, or contacts of the Referrer who are desirous of availing the Partner Services (hereinafter referred to as "Prospective Merchants").

Each Partner may subcontract or delegate the performance of its obligations under this Agreement to third parties including any of its Affiliates, however, the delegating Partner shall remain responsible for the performance of such duties.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS, GENERAL TERMS AND REFERRAL AGREEMENT CONDITIONS, THE PARTIES WITH THE INTENT TO BE LEGALLY BOUND HEREBY AGREE AS FOLLOWS:

1. DEFINITIONS AND REFERRAL

1.1. In this Agreement, except where the context otherwise requires, the following words and expressions shall have the following meanings.

1.1.1. Affiliate - means any entity, directly or indirectly, controls (holding company), is controlled by (a subsidiary), any subsidiary of such holding company or is under common control with, that party, where "control" means ownership of more than fifty percent (50%) of the voting rights of the controlled entity.

1.1.2. Agreement - means the Terms and Condition of Referral Agreement which can be amended, supplemented, or modified from time to time in accordance with the terms and conditions hereof.

1.1.3. Business Day - means a day (other than a Saturday or Sunday) on which scheduled commercial banks are open for business.

1.1.4. Effective Date - means the date of when the agreement becomes legally binding, upon marking "accept terms and conditions of the referral agreement"

1.1.5. Payment Platform - shall mean the different Partner processing platforms and any other such platform provided by the Partner to the merchant or Referrer, by means of which Partner provides Payment Services to the merchants

1.1.6. Qualified Referral - means each Prospective Merchant referred to the Partner by the Referrer for availing Payment Services and with whom the Partner actually enters into an agreement with respect to the provision of Payment Services and further such Prospective Merchant is approved by the Partner.

1.1.7. Merchant Terms and Conditions – means terms and conditions applicable for using Company's system and Services. These terms and conditions are accessible through the following link: <https://coingate.com/merchant-terms-and-condition>.

1.1.8. Referral Fee - means the fee to be paid to the Referrer for each Qualified referral with respect to Payment Services.

1.2. In this Agreement:

1.2.1. a singular word includes the plural and vice versa;

1.2.2. a word that suggests one gender includes the other gender;

1.2.3. if a word or phrase is defined, its other grammatical forms have a corresponding meaning;

1.2.4. a reference to a document or agreement (including a reference to this document) is to that document or agreement as amended, supplemented, varied, or replaced;

1.2.5. a reference to legislation or to a provision of legislation (including subordinate legislation) is to that legislation as amended, re-enacted, or replaced, and includes any subordinate legislation issued under it;

1.2.6. a reference to 'day' or 'month' means calendar day or month;

2. SCOPE

2.1. The Referrer, in accordance with the terms and conditions agrees on a nonexclusive basis to refer and introduce Prospective Merchants to the Partner.

2.2. Prospective Merchants desirous of availing Partner Services shall be required by the Partner to execute the necessary agreements/documents with the Partner. This Agreement expressly contains all the duties of the Referrer and the Partner and only between them. No implied duties or obligations shall be read or deemed to be read into this Agreement against the Referrer and the Partner. Apart from this Agreement, the Referrer and the Partner shall not be bound by the provisions of any agreement, arrangement or understanding between the Referrer and Prospective Merchant.

3. CONSIDERATION

3.1 In consideration for each Qualified referral, the Partner agrees to pay the Referrer such Referral Fee.

3.2 All payments shall be made by a bank transfer or in cryptocurrency payment method and shall include all payable taxes if any. The Referrer shall deduct such tax amounts as are required by law to be deducted and shall pay such taxes to the appropriate taxing authority.

3.3 Parties agrees and accepts that from time to time the terms and conditions of the Agreement may be amended, modified, or supplemented. The partner is obligated to inform about any changes, that will affect the Referrer, by the available contacts. The service provider is not liable for the event when the provided contacts change, and due to that is unable to inform about changes in the terms and conditions.

3.4 The Referrer understands and agrees that partner has every right to amend or change the terms and conditions, without any objection or intervention of the other party. The partner is only responsible for prior notification of the other party of this agreement.

3.5 All Intellectual property rights provided by Company to the Client shall remain at all times the sole and exclusive property of the service provider and the recipient shall have no right or interest in it except for the right to access and use it in accordance with the Agreement.

3.6 Each Party shall be liable for the proper performance of obligations assigned to it with the Agreement and assumes all technical, commercial, and financial risks related to the participation of that Party in the Agreement.

4. REFERRAL FEE

4.1 The Partner shall remunerate the Referrer a share of the gross margin on the fees collected from the Qualified Referrals. For the avoidance of doubt gross margin is gross revenue minus interchange fees, bank fees, and association fees.

4.2 The Partner shall pay the Referrer the Referral Fee monthly, as long as the accumulated Referral Fee exceeds 100 Euro or the equivalent in cryptocurrency. The Partner will provide statements to the Referrer with respect to Referral Fees due under this Agreement within fifteen (15) days following the end of each month. Based on the statements provided by the Partner, the Referrer shall provide an invoice to the Partner specifying a bank account or cryptocurrency address to which payment shall be made. Referral Fee payments will be made within 30 days of receipt of an invoice from the Referrer.

4.3 The Referral Fees shall be calculated in the same cryptocurrencies/fiat currencies in which the Qualified Referrals are receiving payments from the Partner.

4.4 The Referral Fees shall be exchanged from cryptocurrencies to fiat currencies and vice versa based on exchange rates applicable on the day of a pay-out.

5. OBLIGATIONS OF THE REFERRER

5.1 The Referrer shall not have any responsibility or liability for Payment Services.

5.1.1 The Referrer shall:

5.1.2 uses its best efforts to solicit prospective Merchants to execute agreements with the Partner.

5.1.3 communicate to Merchants the existence and availability of Payment Services, provided that the nature and content of such communication shall be approved by the Payment Services;

5.1.4 distribute promotional materials approved by the Partner regarding the Payment Services to Prospective Merchants in a manner specified from time to time by the Partner;

5.1.5 perform other reasonable services which the Partner deems desirable to promote and market the Program. It is understood and agreed that the Partner shall own all rights in the Merchant Agreements solicited under this Agreement;

5.1.6 act in good faith, cooperate with and follow instructions issued by the Partner for the purposes of this Agreement.

6. OBLIGATIONS OF PARTNER

6.1.1 The Partner shall not have any responsibility or liability for Payment Services against the Referrer.

6.1.2 The Partner shall pay the Referrer such Referral Fees as stipulated before.

6.1.3 Provide the Referrer with the calculations of Referral Fees.

6.1.4 The Partner shall assist the Referrer in promoting Payment Services by providing necessary and relevant information and advice. To this end, the Partner shall supply to the Referrer such documentation, materials, and information on Payment Services, as may be

necessary from time to time. The Partner shall reasonably cooperate with the Referrer so that the Referrer can build the co-branded landing page and integrate it into the Payment Platform.

7. REPRESENTATIONS BY THE PARTIES

7.1 Each of the Parties represents warrants and undertakes that:

7.1.1 It is duly organized and validly existing under the laws of the jurisdiction in which it is established;

7.1.2 It has the requisite power and authority to execute, deliver and perform this Agreement and that this Agreement has been duly and validly authorized, executed, and delivered by it;

7.1.3 Its obligations hereunder constitute a legal, valid, binding, and enforceable obligations; and

7.1.4 The execution and delivery of this Agreement do not breach its organizational documents or any law, provisions of any contract, or order of court applicable to it and do not require any applicable governmental approval; and

7.1.5 The person executing this Agreement is duly authorized to execute the Agreement for and on behalf of the respective Party and shall have the authority to bind the respective party accordingly;

7.1.6 Notwithstanding the foregoing sentence, nothing will prohibit or restrict Partner from generally soliciting or offering services similar to or competitive with the Referrer's services to any Partner customers or other parties including, without limitation, Prospective Merchants and Qualified referrals or general solicitations that may include solicitation of Prospective Merchants and Qualified Referrals in addition to other parties through either internet, print or other types of advertising.

7.2 THE WARRANTIES OUTLINED THAT EACH PARTY HEREBY DISCLAIMS, ALL OTHER WARRANTIES, CONDITIONS, AND REPRESENTATIONS, EXPRESS, IMPLIED, OR STATUTORY, INCLUDING WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE.

8. TERMINATION

8.1 The Referee may terminate this Agreement by giving 30 (thirty) days prior written notice to the other Referrer.

8.2 Either Party may terminate this Agreement forthwith in the event:

8.2.1 the Party discovers at any stage that the other party violates any law or regulation;

8.2.2 the other Party is adjudicated as bankrupt, or if a receiver or as a trustee is appointed for it or a substantial portion of its assets, or if any assignment for the benefit of its creditors is made and such adjudication appointment or assignment is not set aside within 90 (ninety) Business Days;

8.2.3 the other Party goes into liquidation either voluntarily or compulsorily; or

8.2.4 the other Party is prohibited by any regulatory or statutory restriction from continuing to provide services under this Agreement.

8.3 Except as otherwise expressly stated herein, termination of this Agreement by either party will be a nonexclusive remedy and will be without prejudice to any other right or remedy of such party. Except as otherwise expressly stated herein, the rights and remedies of the parties to this Agreement are cumulative and not alternative. Any terms, rights, or obligations intended by their nature to survive termination of this Agreement, shall so survive.

9. RELATIONSHIP BETWEEN THE PARTIES

9.1 The relationship between the Partner and the Referrer is an independent contractor basis. Nothing contained herein shall be deemed to create any association, partnership, joint venture, or relationship of principal and agent or master and servant, or employer and employee between the Parties hereto or any affiliates or subsidiaries thereof or to provide either Party with the right, power or authority, whether express or implied to create any such duty or obligation on behalf of the other Party.

9.2 During the term of this Agreement and for one year after termination, neither party will solicit or encourage, directly or indirectly, any employee of the other party to terminate his or her employment with the other party or otherwise interfere with the employment relationship between the other party and such employee. Notwithstanding the foregoing sentence, nothing will prohibit or restrict a party from engaging, directly or otherwise, in generalized searches for employees by use of advertisements in any medium or to engage firms to conduct such searches, so long as such search firms do not target or focus on the other party or its employees.

10. FINAL PROVISIONS

10.1 Assignments. The Partner may assign, alienate or otherwise transfer its rights, duties, obligations, or privileges under this Agreement by operation of law or otherwise to an Affiliate or in connection with a change in control, change in majority ownership, or the sale of all or substantially all of the assets of such party without the other Referrer's prior written consent ("Change of Control"); the former will promptly notify the latter in writing of such Change of Control (but in any event within 30 days thereafter).

10.2 Force Majeure. Neither Party shall be liable for its failure to perform under this Agreement as a result of any event of force majeure events like acts of god, fire, wars, sabotage, civil unrest, labour unrest, the action of Statutory Authorities or local or Central Governments, change in Laws, Rules, and Regulations, affecting its performance.

10.3 Governing Law, Settlement of Disputes, and Jurisdiction. Any dispute relating to Partner then, the Agreement, and any non-contractual obligations arising out of or in connection with it are governed by Lithuanian law. The courts of Vilnius, Lithuania have exclusive jurisdiction to settle any dispute arising out of or in connection with this Agreement (including a dispute relating to the existence, validity, or termination of this Agreement or the consequences of its nullity or any non-contractual obligations arising out of or in connection with this Agreement. Each of the Parties agrees that, if any dispute(s) or difference(s) shall arise between the Parties in connection with or arising out of this Agreement, the Parties shall attempt, for 30 (thirty) days from the receipt of a notice from the other Party of the existence of a dispute(s), to settle such dispute(s) by mutual discussions between the Parties. If the said dispute(s) cannot be settled by mutual discussions within the thirty days provided above, either Party may refer the matter to a sole neutral arbitrator to be mutually appointed and accepted by the parties

10.4 Waiver: Unless otherwise expressly stated in this Agreement, the failure to exercise or delay in exercising a right or remedy under this Agreement shall not constitute a waiver of the right or remedy or a waiver of any other rights or remedies, and no single or partial exercise of any right or remedy under this Agreement shall prevent any further exercise of the right or remedy or the exercise of any other right or remedy.

10.5 Survival of Provisions: The terms and provisions of this Agreement that by their nature and context are intended to survive the performance hereof by any or all Parties hereto shall so survive the completion and termination of this Agreement.

10.6 Severability. If any provision of this Agreement is or becomes, in whole or in part, invalid or unenforceable but would be valid or enforceable if some part of that provision was deleted, that provision shall apply with such deletions as may be necessary to make it valid. If any Court/Tribunal of competent jurisdiction holds any of the provisions of this Agreement unlawful

or otherwise ineffective, the remainder of this Agreement shall remain in full force and the unlawful or otherwise ineffective provision shall be substituted by a new provision reflecting the intent of the provision so substituted.

10.7 Non-Exclusivity. It is agreed and clarified that this Agreement is on a non-exclusive basis and the parties are at liberty to enter into similar arrangements.

10.8 Notices. All notices, requests, demands, waivers and other communications required or permitted to be given under the Agreement shall be in writing through email addresses provided by both of the Parties and have the legal power of written communications. All such notices, requests, demands, waivers, and other communications shall be deemed duly given, if by email, on the business day following the day on which such email was sent, provided that the e-mail was not rejected by the recipient's server. In case it is impossible to deliver a communication via e-mail, a Parties can deliver communication to the other Party via registered mail to the registered office address of the other Party.

10.9 Compliance with Laws. Each party will comply with all applicable federal, state, provincial, and local laws, rules, and regulations in performing its obligations under this Agreement, including, without limitation, all applicable export control laws and regulations.

10.10 Duration. This Agreement shall be in force from the Effective Date and shall remain in force for an unlimited period, or until the partner decided to end the Referral program, or terminated by the Referrer.

10.11 Third-Party Beneficiaries: Nothing in this Agreement shall confer, or is intended to confer, of the parties to terminate, rescind or agree with any variation, waiver, or settlement under this Agreement is not subject to the consent of any person that is not a party to this Agreement.