## MULTI-LEVEL MARKETING AND AFFILIATE T&C

Applicable to the referral program carried out by Ccoin Finance Corporate Structure CO., LTD, a company registered under the laws of Lao at the Enterprise Code Number: 768281712-000 and having its headquarters at 1Phon Kham Village, Sikottabong District, Vientiane.

Henceforth, "CCOIN" or "we," "us," or "our" refers to CCOIN Technologies SRL, "Affiliate", "you" or "your" refers to the person or entity that entered into the compensation plan.

By entering into the referral program, you warrant that:

- (a) you are legally capable of entering into binding contracts; and
- (b) you are at least 18 years' old

# PLEASE CAREFULLY READ THESE TERMS AND CONDITIONS TO ENSURE THAT YOU UNDERSTAND EACH PROVISION

These Terms and Conditions, the Operational Rules, the Compensation Plan and the order made on the website <a href="https://shop.strdome.com/">https://shop.strdome.com/</a>, as well as the Data Privacy Notice located at <a href="https://shop.strdome.com/">https://shop.strdome.com/</a> and any other policy not otherwise described herein that are posted on applicable CCOIN websites or devices, and any documents expressly referred to herein or therein, make up the complete agreement between you and CCOIN and supersede any and all prior agreements and understandings relating to the subject matter of these Terms and Conditions.

For the avoidance of any doubt, these Terms and Conditions are applicable only to the products and/or services purchased on the website <a href="https://shop.strdome.com/">https://shop.strdome.com/</a>. In case that you purchased similar products or services on other websites, please refer to the seller of the corresponding website for any claims or indemnifications.

# 1. SUBJECT MATTER

On https://shop.strdome.com/, CCOIN merchandises electronic devices, books and training courses for data analytics (hereinafter briefly referred to as: CCOIN products) to any person or entity that wishes to pursue a business venture and obtain material gains out of the sale of CCOIN products. These persons are referred herein as "Affiliates" and, for the avoidance of any doubt, these are not consumers according to the consumer law. It is reasonable expected that the CCOIN products are to be re-sold afterwards by the Affiliates to end-users.

To this end, the Affiliates of CCOIN shall have the right to re-sell CCOIN products as an independent, free and autonomous recommender for CCOIN in accordance with the Affiliate's respective national laws and the following provisions.

The acquisitions performed on https://shop.strdome.com/ generate for each Affiliate certain compensations that are detailed within the Compensation plan as it is published on https://shop.strdome.com/.

The Affiliate confirms that it has thoroughly checked, understood and accepted the currently applicable compensation plan. It explicitly declares that it acknowledges and approves this enclosure completely and understands that these terms and conditions can be unilaterally modified from time to time by CCOIN.

Any deviation, contradictory, or supplementary changes coming from the Affiliate or from third parties shall become a part of the agreement only if and insofar as CCOIN has consented to their validity explicitly and in writing.

## 1. CONTRACTUAL PREREQUISITES AND RELATIONSHIP

The Affiliate declares and assures that it fulfils all legal prerequisites and official conditions in order buy and re-sell CCOIN products. Also, Affiliates undertake the following:

- a. Where required by law, the Affiliate must independently register its trade with the competent authorities and institutions even with its locally competent tax office;
- b. Upon demand, the Affiliate must immediately furnish proof of all permits to

CCOIN and the Affiliate must maintain these documents in a current state.

- a. The Affiliate shall be responsible for the fulfilment of all legal requirements including but not limited to: trade-law-related, tax-related, labor-law-related, competition law-related and other legal obligations without any exceptions.
- b. The Affiliate must properly declare compensation received for referrals to the appropriate tax authorities and pay tax on the same.

If the Affiliate has not fulfilled the stated prerequisites, it may not commence its activity.

The Affiliate <u>does not</u> have an employment relationship with CCOIN under the labor law. The Affiliate shall particularly determine the place, time, commencement and end as well as the type of its activity by itself; it shall itself bear the entrepreneurial commission risk and shall also not be entitled to remuneration during holidays or illness.

The Affiliate shall be an independent businessman and must apply the diligence of a prudent businessman in its business. The Affiliate must follow their national laws as well as the applicable European Union Law regarding fair competition, the company's internal statutes and guidelines as well as CCOIN' directives for business transactions. It must always ensure that its behaviour does not violate laws, regulations or official instructions. The Affiliate must follow CCOIN compliance guidelines and instructions for the proper representation of CCOIN products and will promote the affiliate program and Compensation plan.

The Affiliate declares that it, in addition to the Affiliate activity for CCOIN, it works for third parties to a considerable extent or this is not his/her main activity.

The Affiliate shall not be authorised to represent CCOIN in legal or contractual transactions, particularly to make any declarations for CCOIN. Such declarations shall not bind CCOIN, but the Affiliate itself that shall be solely responsible for any claims against CCOIN. The Affiliate shall not have the power to represent CCOIN. It itself shall be liable for its declarations and must, if necessary, indemnify CCOIN from all consequences of unauthorised declarations. Other entitlements and rights of CCOIN shall remain unaffected.

Specifically, the Affiliate shall not be authorised to accept payments on behalf of CCOIN. Customers cannot pay the Affiliate for products and services of CCOIN. The Affiliate shall not have collection authority for CCOIN.

#### 1. COMPENSATION MECHANISM

All compensations are provided in detail by the Compensation plan available on https://shop.strdome.com/ and elaborates the applicability of the following discounts and compensation mechanism:

**Sales discount**: All professional accounts will benefit of 5% discount of the CCOIN products.

**Sales Organization**: Also known as a downline, this encompasses all members located beneath a particular Affiliate. This includes the Affiliate and all levels within his or her organization.

**Affiliate prerequisite for compensation**: In order to receive compensation, an Affiliate must be considered active. If an account remains inactive for a period of 12 consecutive months, the account will be dropped. See Dropped Account.

**Level**: The position of an Affiliate within a sales organization. Those Affiliates who are immediately sponsored by another Affiliate would be considered the sponsoring Affiliate's first level. Those Affiliates who are sponsored by an Affiliate's first level would be considered that Affiliate's second level and so on.

**Enroller**: The person responsible for personally introducing a new Affiliate to CCOIN.

**Sponsor:** An Affiliate's direct upline and main support. The sponsor may also be the enroller.

Upline: Any Affiliate above another Affiliate in a sales organization.

**Minimum activity**: In order to qualify for matching bonus commissions and all other bonuses, and to be considered "active," an Affiliate must maintain a monthly order of at least 1 CCOIN product. Sale of accessories are not included. Of note that for binary commission, each leg needs to carry out a purchase.

**Inactive Account**: Affiliates who fail to purchase 1 CCOIN product in a calendar month are considered inactive for the month and will not qualify to receive certain payouts from their sales organization.

**Dropped Account**: All Affiliates are required to make a purchase every 12 months in order to avoid having their account dropped. Affiliates who allow their accounts to be dropped for inactivity will lose all rights to, claims on, and privileges from their previous sales organization. Upon losing Affiliate status due to consecutive inactivity, the Affiliate's sales organization will "roll up" to the next qualified Affiliate directly above the dropped Affiliate. Reactivating Affiliates have no claim to any sales organization that was lost when they were dropped for inactivity. Upon reactivating an account, all customers and Affiliates must meet current CCOIN enrollment requirements.

**Personal Volume (PV)**: The volume of products that are purchased is reflected in PV. PV is one of the requirements for ranking within the compensation plan, and it accumulates throughout each commission period.

**Organization Group Volume (OGV)**: Organization Group Volume is the entire sales volume of a sales organization. This can be determined by calculating the sum of the PV of all the Affiliates and customers within a particular organization. OGV accumulates throughout each commission period.

**Leg Requirements:** A leg is the sales organization that extends from each personally sponsored Affiliate. The qualification status of a leg is determined by the OGV in that leg. An Affiliate must have at least 1 member at the top of each leg in order for it to qualify. If an Affiliate fails to qualify with 1 purchase within a calendar month, the qualifying legs under him or her will "roll up," for rank qualification purposes, to the next qualifying upline with active purchases. To determine which legs will be used for qualification, the OGV of each leg is taken into account that fulfills the requirements.

**Direct sale bonus**: CCOIN pays the qualifying Sponsor a direct sales bonus based on the sales generated by the Affiliates sponsored by him/her, if the sponsoring Affiliate qualifies as "active" with at least a 1 product monthly order. See PV Minimum.

**Matching bonus**: Matching bonus is a form of commission based on volume of sales and is set up on 7 levels, as provided by the Compensation plan.

**Binary bonus**: Binary commission is calculated based on whichever leg has the least amount of volume. The percentage will be calculated based on the least amount of volume and every member will get paid accordingly, so the profit margin depends on how your downline team members make sales.

Commission Period: Each commission period runs from 12:00 a.m. EET, the first day of a calendar month to 11:59 p.m. EET, the last day of a calendar month. The beginning of each month marks a new commission period. Only orders that are received within the commission period (or calendar month) will be considered for rank qualifications and compensation for the period's commission check. All bonuses, commissions, and rank qualifications are based on a calendar-month-to- calendar- month basis. Each commission period resets PV, OGV, and PGV, as well as leg status from the previous commission period. The required qualifications need to be achieved on a monthly basis for rank status. If a member enrolled and/or ordered in the previous month and their sponsor and/or enroller is changed during the first 5 business days of the month, it can affect the previous month's rank, qualification, and payout.

## 1. DUTIES OF THE AFFILIATE

The Affiliate has a duty to protect CCOIN' interests in all manners and to undertake that CCOIN' reputation is not damaged by its actions.

The Affiliate shall have the task of re-selling the CCOIN products released by CCOIN and sold on <a href="https://shop.strdome.com/">https://shop.strdome.com/</a> to customers and enrolling new Affiliates within its Organisation. While doing so, it follow the Operational Rules published on <a href="https://shop.strdome.com/">https://shop.strdome.com/</a>.

Among others duties, according to the Operational Rules, any Affiliate of CCOIN:

- shall Purchase and re-sell CCOIN products which are in accordance with the laws and other legal provisions of the Affiliates' respective country;
- does not have territorial protection; the Affiliate shall however be prohibited to headhunt customers or affiliates of CCOIN for third parties, particularly for other affiliate marketing systems, or to induce directly, or indirectly, other affiliates to abandon, neglect, sell, or trade their existing account;
- shall further be prohibited from headhunting customers, affiliates, or downline-affiliates of other
  affiliates of CCOIN, which have an active account with CCOIN, for itself or for third parties
  (so-called cross-recruiting); "Active account" within this meaning refers to an account, for which
  KYC documents have already been uploaded and/or through which at least one purchase of CCOIN
  products has taken place.
- shall be authorised to take advertising measures in the fair promotion of CCOIN and CCOIN products;
- shall not be authorised to assign its claims against CCOIN to third parties;
- cannot set-off with counterclaims of the Affiliate, or retention of payments due to such claims, shall be
  permissible only if and as far as the counterclaims are undisputed, legally determined valid, or
  recognised by the company;
- shall be obligated for confidentiality regarding all the internal knowledge about the business model, corporate policy and operating procedures of CCOIN as well as for extensive customer and resource protection

The Affiliate guarantees that its advertising spaces do not violate laws, regulations, statutes or other legal or contractual provisions and do not infringe rights of third parties. It further guarantees that it shall not use any illegal marketing strategies or marketing strategies that violate these Terms and Conditions.

The Affiliate shall indemnify CCOIN from all claims of third parties, which are based on illegal behaviour, on behaviour that violates these Terms and Conditions, or on behaviour that otherwise infringes on the rights of third parties. This shall also refer to the costs of appropriate prosecution and legal defence.

The Affiliate shall be authorised to deploy its own employees, sub-agents and other auxiliary persons for its activity. The Affiliate must ensure that these persons also adhere to the duties of these Terms and Conditions.

# 1. FINANCIAL STATEMENTS

The Affiliate can check the statements online using its personal account login. Objections to a statement must be raised within 5 business days of each month. After this, the statement shall be deemed acknowledged. If the Affiliate is hindered from raising objections by force majeure, the term shall be extended by 5 more business days from the elimination of the hindering reason.

Compensation payments to the Affiliate shall take place exclusively through digital assets by CCOIN to the Affiliate. For the avoidance of any doubt, CCOIN shall not pay any remuneration in fiat currency.

#### 1. CCOIN'S POWERS AND AUTHORITIES

The Affiliate shall allow CCOIN to contact him/her at any time in relation to the performance of these Terms and Conditions.

CCOIN shall be authorized to give instructions to the Affiliate, if this is necessary for successful carrying out of the business. In all other cases, the Affiliate shall not be bound by instructions.

CCOIN shall be authorised to modify these Terms and Conditions, the Operational Rules and the Compensation plan any time with a prior notice. Continuing the referral program will mean that the Affiliate has accepted the new terms and conditions. The new regulation shall then replace the old regulation.

CCOIN shall any time be authorised to change the user name(s) used by the Affiliate, particularly if a user name violates laws, morality, trademarks, or is not in the best interest of CCOIN. CCOIN shall immediately notify the Affiliate. Other claims and rights of CCOIN shall remain unaffected.

CCOIN shall be authorised to have the account blocked if, and as long as necessary, should the legal successor of the Affiliate does not prove its legal succession to CCOIN with the help of written documents.

CCOIN shall be authorised to assign its rights and duties from these Terms and Conditions to a third party (legal successor). It must inform Affiliate immediately. In this case, the Affiliate shall be authorised to terminate the business relationship extraordinarily within a period of two weeks.

## 1. CCOIN' LIABILITY

CCOIN shall not be liable for the uninterrupted and error-free accessibility and functioning of the CCOIN website.

CCOIN shall be liable only for direct damages and only up to the amount spent by the affected Affiliate within the calendar year on <a href="https://shop.strdome.com/">https://shop.strdome.com/</a>. If it is at fault, CCOIN shall however be liable in the case of ordinary negligence only for a damage from injury to life, body or health.

The aforementioned liability limitations shall be applicable to the same extent in favour of bodies, legal representatives, employees and vicarious agents of CCOIN.

## 1. VALIDITY OF THESE TERMS AND CONDITIONS

The business relationship subject to these Terms and Conditions may be terminated with a 30 days' prior notice.

Furthermore, it may be terminated in writing at any time by each of the contracting parties for a compelling reason according to the respective legal regulations of the country.

CCOIN shall, for instance (but not exclusively), be authorised for extraordinary termination for a compelling reason if:

- the Affiliate proves to be unreliable, mainly if a claim is made on CCOIN due to culpable behaviour of the Affiliate or if a notice is given to CCOIN due to a culpable violation by the Affiliate;
- the Affiliate has culpably committed serious agreement infringements, which could affect the reputation or rights of CCOIN, of another partner or of a customer. This shall particularly (but not exclusively) include violations of confidentiality and data protection obligations and the prohibition of collecting monies due CCOIN, or the prohibition to headhunt external customers or employees;
- the Affiliate provides false data to CCOIN;
- the Affiliate provides false data to customers;
- the Affiliate renders itself liable to prosecution;
- the Affiliate continues to violate the agreement in spite of a warning from CCOIN; or but not limited to,
  - the activity of the Affiliate and/or of CCOIN is restricted or excluded in the field of activity of the Affiliate and/or in a country/state, where the Affiliate operates; particularly if a country/state restricts or prohibits the import and/or export of cryptographic devices.

In the event of a termination, the Affiliate must immediately and completely remove and delete all links, banners, and other CCOIN advertising materials installed by it. There shall be no right of retention in this regard.

After the announcement of a termination as well as for a compelling reason, CCOIN shall any time be authorised to change the Affiliate's account into the so-called Investigate Status and/or to revoke this status.

In the Investigate Status, the Affiliate cannot modify the profile data in the account, and commissions are no longer distributed to it from this account; the Affiliate can however continue to log in, acquire and register customers as well as generate commissions. Possible remuneration claims of the Affiliate shall remain unaffected by this. After reversal of the Investigate Status, due remuneration claims of the Affiliate shall be paid with the next payment cycle according to the discount plan.

### 1. DATA PROTECTION

The Affiliate must use the data of any type and all forms, accumulated within the scope of these Terms and Conditions exclusively for contractual purposes. It must adhere to all data protection regulations in their respectively valid version, particularly the regulations of the General Data Protection Regulation ("GDPR").

CCOIN shall essentially save personal data only as far as this is necessary for the service provision or for the execution of these Terms and Conditions. It may therefore be necessary to forward personal data of the

Affiliate to companies, which are used for the service provision or for the agreement processing. These can, for instance, be transport companies or other service providers. There shall be no further forwarding unless there is a legal or judicial obligation for this. CCOIN' employees are obligated for confidentially in writing. For more information, please access the page containing the CCOIN's Privacy Policy published on https://shop.strdome.com/.

# 1. APPLICABLE LAW AND JURISDICTION

These Terms and Conditions shall be exclusively subject to the laws and jurisdiction of Romania, and not subject to the United Nations Convention on Contracts for the International Sale of Goods (CISG).

For all disputes arising from and in connection with these Terms and Conditions, the contracting parties agree upon the exclusive competence of the district court at the headquarters of CCOIN as far as this is legally permissible. CCOIN shall however also be authorised (but not obligated) to address all claims to the competent court in the jurisdiction for the headquarters of the Affiliate.

Changes or additions to these Terms and Conditions must be in written form in order for them to be effective; e-mail or fax shall be sufficient for observing the written form requirement within the scope of these Terms and Conditions. This shall also be applicable for modifying this written form provision.

#### 1. SEVERABILITY CLAUSE

If one or multiple regulations of these Terms and Conditions become ineffective, the parties shall agree upon a substitute regulation that comes closest to the ineffective regulation.

The ineffectiveness of one or multiple regulations of these Terms and Conditions shall not affect the validity of the rest of the regulations.

An ineffective regulation shall automatically be replaced by an effective regulation, which comes closest to the economic purpose of these Terms and Conditions.