

## AFFILIATE PROGRAM

This document represents the terms & conditions for your participation in The People's SCE Affiliate program ("**Program**"). This Program represents an agreement entered into by and between SCE and you as the applicant to the Program or Ambassador of SCE upon applicant being accepted as such. Before applying to the Program, you are required to read, agree with and accept all of the Policies referred in these Terms (including the General Terms), and provide us with information we may request from you for the purposes of this program.

SCE provides software applications, accessible through mobile devices (eWallet app) or through website (WebPortal) that function as a non-custodial wallet for cryptocurrencies on the eCredits blockchain using ECS as its native token. User can choose between two types of profiles: Consumer and Business Profile. Users with the Consumer profile can use the eWallet app to purchase of goods and services from the Merchants with Business profiles.

The goal of the SCE is to add more Merchants to its network of users and therefore wishes to engage the Ambassador under this Program to introduce Merchants to the SCE to support the SCE's goal to grow its network of users.

**Your participation in the Program is to present Business profile and other SCE services to new Merchants and to receive a Finder's Fee from subscriptions, products and services purchased by Merchants under the conditions set out in this Program.**

**By signing up for the Program, you acknowledge your acceptance of these Terms.**

### **DEFINITIONS**

In document, unless otherwise stated below, all capitalized terms shall have the meaning assigned to them in the General Terms, Merchant Terms or other Policies, and shall have the meaning assigned to them here throughout this entire document, unless explicitly mentioned otherwise:

- "Ambassador"** means an applicant to the Affiliate Program, who has successfully fulfilled the requirements in provision 2.4. of this Program;
- "Affiliate subscription"** means a subscription fee in accordance to provision 2.4. of this Program for applicants, whose applications to the Program were successful;
- "Business profile"** mean a set of Merchant-centric web applications based on paid subscription model allowing access to advanced functionalities to interact with Merchant's customers through various additional applications such as Web Portal, Cashier App, eActivity Program and other SCE technologies, APIs, Third-party programs, loyalty and reward systems & services as outlined in SCE Merchant Terms;
- "Merchant subscription date"** means the date on which the Merchant registered the Business profile and paid the Merchant subscription fee;

<b>“Merchant subscription”</b>	means the fee that the Merchant paid to SCE for establishing the Business profile;
<b>“eCredits Academy”</b>	online course, available on the domain: academy.ecredits.com, where the Ambassador applicant receives detailed information of the Program;
<b>“Finders Fee”</b>	Ambassador’s reward for every successfully onboarded Merchant who has purchased a correlating Business profile and paid the Merchant subscription, as set up in this Program.
<b>“Policy”</b>	refers to General Terms, Merchant Terms, Privacy Policy, terms and conditions of specific services and other applicable policies that have been provided or made available to you, including through publishing on the Website, WebPortal, eWallet App or other connected Third-Party apps.
<b>“Territory”</b>	means the countries, where SCE offer its services and the Ambassadors are allowed to promote SCE’s services to Merchants.
<b>“Ambassador” or “You”</b>	means an Ambassador under the General Terms and for the purposes of this Program, an applicant to the Program as set in section 2. of this Program.

**1. SUBJECT**

- 1.1. Subject to the terms and conditions of this Program, the SCE hereby engages the Ambassador, and the Ambassador accepts such engagement, to provide the following:
- a) introducing Merchants to the SCE’s WebPortal and eWallet app and SCE’s services for Merchants and to support the SCE's goal to grow its network of users;
  - b) to use its best efforts, consistent with good business practice, in consultation with the SCE, to promote and advance the interests of the SCE in general, and in particular with regard to the SCE Services throughout the Territory.

**2. APPLICATION TO THE PROGRAM**

- 2.1. Each Ambassador applicant must apply to the Program with an application, available on the Website. Upon the receipt of an application, the SCE may impose additional questions or request additional evidence in relation to the Program.
- 2.2. SCE has absolute discretion and reserves the right to approve or reject any application for the Program without any reason. Each applicant to the Program has no legal claim against SCE upon its decision to choose the applicants for the Program.
- 2.3. By applying to the Program, each Ambassador applicant undertakes/acknowledged to:
- agree, understand and comply with this Program, General Terms, Merchant terms, Privacy policy, other Policies and any other additional documents related to the above;
  - be at least 18 years of age;

- be lawfully permitted to perform by the Program;
- be a person who can enter into legally binding contracts;
- be a resident of a country within the Territory where SCE provides Services.

2.4. In the event that an Ambassador's application is successful, such Ambassador must complete the eCredits Academy and pay the annual Affiliate subscription fee on the Webportal to become eligible for the Program as an Ambassador.

### 3. **AMBASSADOR'S ROLE AND OBLIGATIONS**

3.1. **No Representation:** Upon successful application to the Program, the Ambassador shall be authorized to introduce the Merchant to the SCE under this Program terms. The Ambassador shall by no means be authorized to act as representative for the SCE, nor to bind the SCE in any manner. The Ambassador is, and shall be at all times, an independent entity and not an employee, underwriting agent, representative, partner or forming joint venture of the SCE. The Ambassador shall not hold itself out as such and shall not make any assertion that could lead any of the Merchants or their representatives to believe that the Ambassador is an employee, underwriting agent, representative, partner or in joint venture of the SCE.

3.2. **No Exclusivity:** This Agreement is not exclusive as to either party (Ambassador and/or SCE), and the Ambassador shall be free to perform similar services for other parties, and the SCE shall be free to engage others to introduce the SCE to potential Merchants.

3.3. The Ambassador hereby undertakes, acknowledges and agrees:

- (a) to inform himself about the Ambassador's status; plans; efforts to introduce Merchants and review day to day matter on the Webportal and eCredits Academy;
- (b) to solicit the SCE's written approval prior to any advertising and/or marketing relating to the SCE Services;
- (c) to adhere to and implement the SCE's standard practices as provided by the SCE;
- (d) to keep within the limits set in the eCredits Academy or instructions received from SCE elsewhere and not to provide any information, misinformation or promises to any third party, including but not limited to Merchants, that are inconsistent with the instructions given in the eCredits Academy or that are expressly prohibited by the SCE.

### 4. **FINDER'S FEE**

4.1. The Ambassador shall be rewarded for every successfully onboarded Merchant who has purchased a correlating Business profile and was invited by the Ambassador through the use of the "Invite feature", under the following conditions:

- a) the Ambassador is eligible for the Program in accordance with provision 2.4. of this Program;

- b) the Merchant is introduced by the Ambassador to the SCE and the SCE enters into a valid and binding agreement with the Merchant upon payment of the Merchant Subscription; and
- c) the Merchant has not previously contacted, been contacted by, or introduced to the SCE or affiliated companies of the SCE with respect to a possible transaction/engagement similar to those envisaged by this Program.

(hereinafter: “**Finder’s Fee**”)

- 4.2. The SCE shall have the right, in its sole discretion, not to enter into a contract with a Merchant for any reason or no reason, in which case the Ambassador shall receive no Finder’s Fee with respect to such Merchant.
- 4.3. Finder’s Fee is calculated as follows:
  - a) 200 EUR worth of ECS for each new paid Merchant Subscription and registered Business Profile, as a one time payment on the Ambassador’s ECS Address;
  - b) 20% of Transaction fees paid by the Merchant, onboarded by the Ambassador, to SCE for the use of the Merchant Services, for the period of 12 months, starting from the Merchant Subscription date.
- 4.4. It is the responsibility of the Ambassador to determine what, if any, taxes apply to any Finder’s Fee the Ambassador receive, and it is the responsibility of the Ambassador to collect, report and remit the correct tax to the appropriate tax authority. The SCE is not responsible for determining whether taxes apply to your Finder’s Fee, or for collecting, reporting or remitting any taxes arising from any Finder’s Fee. The Ambassador hereby agree to comply with any and all applicable tax laws in connection with the use of the Program, including without limitation, the reporting and payment of any taxes arising in connection with the Finder’s Fee made through the Program.

## 5. **AMBASSADOR’S EXPENSES**

- 5.1. All expenses incurred by the Ambassador in or related to this Program, the exercise of rights granted hereunder, or the performance of the Ambassador’s obligations hereunder (e.g., required travel hereunder, participation in shows, etc.), except as specifically provided herein, shall be borne solely by the Ambassador without any additional consideration, reimbursement, or recoupment of any kind from the SCE.
- 5.2. The SCE agrees, in order to facilitate the development of the Ambassador’s efforts, to provide the Ambassador with the appropriate code of conduct, photographs, brochures, or other (marketing) materials that the SCE may have. The Ambassador may only use these materials for promotional purposes after consultation with and prior written approval of the SCE.

## **6. CONFIDENTIALITY**

- 6.1. Except as otherwise permitted by the following sentence, the Ambassador (and an applicant to the Program) shall not, without the prior written consent of the SCE, disclose or use for its own benefit any Confidential Information. Notwithstanding the foregoing, the Ambassador (and applicant) is permitted to (i) disclose Confidential Information to the extent specifically authorized by SCE in writing, and the Ambassador shall take all such action as is necessary or desirable in order to ensure that each of the persons or entities to whom disclosure is authorized maintains the confidentiality of any Confidential Information that is so disclosed, and (ii) disclose Confidential Information to the extent, but only to the extent, required by mandatory law.
- 6.2. The Ambassador shall ensure that its employees and/or contractors shall be bound with comparable and reasonable non-disclosure agreements.
- 6.3. Upon termination for any reason, the Ambassador shall return to the SCE all Confidential Information which has previously been delivered to the Ambassador (whether in paper form, electronic form or other format). Upon request of the SCE, the Ambassador shall confirm in writing that all Confidential Information has either been returned or destroyed.

## **7. OWNERSHIP OF WORK PRODUCT**

- 7.1. The Ambassador shall disclose in writing and deliver to the SCE any and all texts, data, images, audiovisual works, and other works, documents and materials of any kind, including interim or partial copies or versions thereof, of or relating to the services performed by the Ambassador hereunder, whether patentable, copyrightable or otherwise subject to protection, conceived of or developed by the Ambassador or its employees or agents during term of this Agreement (collectively the “**Works**”). The Ambassador hereby irrevocably assigns to the SCE, its heirs, successors and assigns, all right, title and interest in or to such Works, which shall be the sole and exclusive property of the SCE. The Ambassador shall have no right to use any such Works for any purpose whatsoever other than what is approved by the SCE for the performance of this Agreement.

## **8. USE OF RIGHTS**

- 8.1. The Ambassador shall only use the Intellectual Property Rights for the purposes authorized in this Program and, in particular, shall not:
  - (a) use the Trademarks in any way which would tend to allow them to become generic, lose their distinctiveness, become liable to mislead the public; or
  - (b) use the Intellectual Property Rights in any way or do any act which may be materially detrimental to or inconsistent with, the good name, goodwill, reputation and image of the SCE or associated with the Intellectual Property Rights in the Property or the Property or any products made by, or for, the SCE, any trade marks, copyright works or properties as may exist from time to time owned by or licensed to the SCE or in any way not permitted or otherwise inconsistent with this Agreement or any of the limitations set forth herein.

**9. REPRESENTATIONS AND WARRANTIES**

- 9.1.** The Ambassador covenants, represents and warrants to the SCE that the Ambassador :
- (a) has and will maintain licenses, permits and other authorizations required by applicable laws, rules or regulations in order to perform the services hereunder;
  - (b) shall conduct its activities in connection with its engagement hereunder in compliance with all applicable laws, rules and regulations;
  - (c) shall not knowingly do or omit to do anything directly or indirectly prejudicial to the interests of the SCE or to the SCE's contractual relationships with any third parties.
  - (d) shall not issue or permit to be issued without the prior written consent of the SCE any advertising or publicity material or press release a) in general and/or b) containing details of this Program;
  - (e) shall be available to the SCE for consultations with respect to matters arising out of this Program and shall keep the SCE informed of its whereabouts and contacts from time to time and shall upon request send to the SCE copies of all relevant correspondence and other documents, including documents and matters relating to the performance of the Ambassador's duties under this Program;
  - (f) shall not sell or deal for its own account or on behalf of third parties in the SCE products or in any goods similar to the products;
  - (g) shall not institute any proceedings in respect of or compromise a dispute arising between the Ambassador and/or the SCE (on the one hand) and any third party (on the other) relating to the Intellectual Property Rights;
  - (h) shall not in any way pledge the credit of the SCE or make any representation or give any warranty on behalf of the SCE or hold itself out as the SCE's Ambassador other than in accordance with the terms of this Program and shall not enter into any contracts on behalf of the SCE or bind or attempt to bind the SCE in any way;
  - (i) shall not intentionally or negligently harm, misuse or bring into disrepute the SCE or its services and shall comply with provision 3. set out in these terms.
- 9.2.** Ambassador understands and acknowledges that any violation of the warranties from provision 9. or other provision in these terms can cause irreparable harm, the amount of which may be difficult to ascertain, and therefore agrees that the SCE shall have the right to apply to a court of competent jurisdiction for specific performance and/or an order restraining and enjoining any such further disclosure or breach and for such other relief as the SCE shall deem appropriate. Such right of the SCE is to be in addition to the remedies otherwise available to the SCE.
- 9.3.** In the event of a breach of the Ambassador's warranties set out in Provision 9 of this Program, SCE may immediately terminate the relationship with the Ambassador under this Program and revoke Ambassador's Finder's fee, entitlements, bonuses and other rights granted to the Ambassador.

9.4. If the Ambassador provides any misinformation or information and promises to any third party, including but not limited to Merchants, that are in direct violation with the instructions given by the SCE about actions that are expressly prohibited, the payable compensation for breaching this provision is 25.000,00 EUR, which should be settled within 30 days upon the receipt of SCE's claim by the Ambassador. The SCE can choose to charge for the actual or real harm suffered by the breach of these terms by the Ambassador. In addition, the Ambassador shall lose any given rights, bonuses, rewards, Finder's fee or any similar rights given by the SCE.

## 10. INDEMNITY

10.1. The Ambassador and its successors and assigns hereby undertake to fully and effectively indemnify, hold harmless and defend the SCE and its parents, subsidiaries, affiliates, directors, officers, employees, investors, representatives, agents and any successors and assigns (with legal counsel acceptable to the SCE), from and against all suits, actions, losses, demands, third party claims, liabilities, damages, costs and expenses (including, without limitation, settlement costs, and reasonable legal fees, accounting and other expenses and VAT on the same) (directly or indirectly) arising out of any breach of or claim inconsistent with any of the Ambassador's warranties, covenants, obligations, representations or any other breach by the Ambassador of its obligations. In connection with any claim or proceedings giving rise to indemnity hereunder, the Ambassador shall not, without the prior written consent of the SCE, have the right to settle or effect compromises in respect thereof. Furthermore, the SCE, at its sole cost and expense and upon written notice to the Ambassador, may either assume or participate in the defense of any such claim or proceeding with counsel of its own choice.

## 11. TERM AND TERMINATION

11.1. **Term.** This Program commences on the day of your application to the Program and shall continue unless and until terminated.

11.2. **Termination.** Either Party may terminate this Agreement upon giving the other Party with prior written notice of such termination, effective immediately.

**Survival.** Upon such termination, all rights and duties of the SCE and the Ambassador towards each other shall cease except for sections 6.-10., and 12 of this Program.

11.3. Upon termination of this Agreement:

(a) the Ambassador shall cease to act under this Program and shall not hold itself out as the SCE's representative;

(b) the Ambassador shall return to the SCE (or its authorized representative) any and all materials in its possession or control which were supplied to it by the SCE or which incorporate or reproduce any rights in any way within 10 days of the date of termination;

- 11.4. No refund.** In the event that the SCE's relationship with the Ambassador is terminated due to the Ambassador's breach of the rules and provisions of this Program, the Ambassador's previous payments of subscription or other payments shall not be refunded and the Ambassador's status as an Ambassador shall be terminated immediately. However, if the Ambassador terminates his/her relationship with SCE, he/she may continue to enjoy all the benefits of this Program for as long as his/her subscription lasts. In any event, SCE will not refund any subscriptions paid.
- 11.5.** Termination of this Agreement shall be without prejudice to the rights of each Party in respect of any antecedent breach by the other.
- 11.6.** Upon and after the expiration or termination of this Agreement, all rights and powers given to the Ambassador hereunder shall immediately revert to the SCE. Upon and after such expiration or termination of this Agreement for whatever reason, the Ambassador shall forthwith refrain from further reference, direct or indirect, to any such rights and powers.

**12. PRESS RELEASE**

- 12.1.** Neither party will issue a press release about this relationship without the other party's written approval and consent. The Ambassador shall not directly or indirectly issue or permit the issuance of any further press release or any other publicity regarding, or make any public statements concerning the SCE, or any other matters regarding this Program without prior coordination with and written approval by the SCE, which may be granted or withheld in the SCE's sole discretion. Except and only to the extent specifically permitted under this Program or by an explicit prior written consent of the SCE, the Ambassador shall not acquire any right under this Agreement to use, and shall not use the People's SCE or the name of any other Partner of the SCE (either alone or in conjunction with or as a part of any other word or name) or any fanciful characters or designs of the SCE in any advertising, publicity or promotion or other disclosures, or to express or imply any endorsement of the SCE's products or services, or for any purpose whatsoever.

**13. NO ASSIGNMENT OR SUBLICENSE**

- 13.1.** This Program and all the rights and duties hereunder are personal to the Ambassador and may not, without the prior written consent of the SCE, be assigned, mortgaged, sublicensed, delegated or otherwise encumbered by the Ambassador or by operation of law.

**14. MISCELLANEOUS**

- 14.1. Modifications.** We may modify the terms of this Program, any Policy, or the features of the Service at any time. We will notify you of any updated provision by posting it to our Website or otherwise communicated to you if/as needed. Any change to a Policy will be effective upon the earlier of posting to our Website or when otherwise communicated to you. Any other change to these Terms will be effective 14 days after the earlier of the date of posting to our Website or of your receipt on your provided email regarding the change.
- 14.2. Entire Agreement.** This Program (together with the Policies and all documents it refers to) constitutes the entire agreement and understanding between the parties hereto and terminates and supersedes any prior (oral or written) or contemporaneous agreement or



understanding relating to the subject matter hereof between the parties regarding the matter in question.

- 14.3. No joint venture.** This Program shall not be construed as creating a partnership, joint venture, employer-employee relationship, or similar relationship for any purpose whatsoever. Except as expressly provided herein, neither party may be held liable or responsible for the acts of omission of the other Party.
- 14.4. Notices.** Any notice to be given under this Program shall be provided on the Website or on the provided email of each Party. For any notices from the Ambassador to SCE regarding this Program, the Ambassador must write to: [support@ecredits.com](mailto:support@ecredits.com).
- 14.5. Governing Law; Venue.** The agreement under this Program is governed by and construed and enforced in accordance with the substantive laws of Luxembourg excluding its conflict of laws rules. Any dispute relating in any way to your use of the Service or these Terms will be exclusively adjudicated in the jurisdiction of the courts of Luxembourg City, Luxembourg.
- 14.6. Contact.** If You need to contact us in relations to this Program please email us to through customer service.

**YOU EXPRESSLY ACKNOWLEDGE THAT YOU HAVE READ THIS PROGRAM AND THE POLICIES AND UNDERSTAND THE RIGHTS, OBLIGATIONS, TERMS AND CONDITIONS SET FORTH HEREIN AND BY USING OUR SITE YOU EXPRESSLY CONSENT TO BE BOUND BY THE TERMS AND CONDITIONS OF THESE TERMS AND GRANT US THE RIGHTS SET FORTH HEREIN.**

SCE, January 2023