

Referral Agreement (April 2022)

Article 1 - Definitions

- **Referrer, you, your;** a natural or legal person that refers Customer to our Services.
- **Customer;** a natural or legal person that uses or wishes to use (all or part of) our Services.
- **Services;** the services offered by Thriven, including the Website, software and additional services offered by Thriven to its Customers.
- **Terms and conditions;** the terms and conditions stated on the Website which apply to every Customer that uses or wishes to use the Services and that are an integral part of your agreement with us.
- **Thriven, we, us, our;** Thriven B.V., with address at Johan Huizingalaan 400, 1066 JS, Amsterdam and registered with the chamber of commerce under number 81242883, and any legal successor.
- **Subscription;** a paid subscription to use Services which is concluded by customers for a term of (i) 3 months or (ii) 6 months. After this term, a Subscription is automatically extended for an indefinite period, with a notice period of 1 month.
- **Website;** the website of Thriven, www.thriven.nl, and/or any other website of Thriven which replaces this website or is an additional website of Thriven in relation to the Services.

Article 2 - Background

1. Thriven B.V. with address Johan Huizingalaan 400, 1066 JS, Amsterdam and registered with the chamber of commerce under number 81242883 and VAT number 862011851B01 is an online Software as a Service (SaaS) provider allowing customers to receive signals for certain supported crypto assets. Thriven B.V. specializes in providing specific signals for third party crypto exchange accounts. This method makes it possible for crypto-assets holders to trade and manage crypto assets in a structured and automated manner. The connection between Thriven B.V. and the crypto account(s) of the customers is based on an Application Programming Interface (API) key.
2. Thriven is looking for a Referrer to point users to the offer of the service of Thriven and to stimulate the sale of Subscriptions. The Referrer wants to make an effort for Thriven to stimulate the sale of Subscriptions by finding users and turn them into Customers.
3. The Referrer therefore undertakes to act as a Referrer in the conclusion of agreements between Thriven and the Customer (as in Article 7:425 of the Dutch Civil Code).
4. The parties want to record their legal relationship in this agreement (the **Referral Agreement**).

Article 3 - Content of intermediation

1. The Referrer will do everything that is reasonable to find a suitable Customer for Thriven. The Referrer represents the interests of Thriven and in principle follows his instructions. The Referrer is not subordinate to Thriven in this regard.
2. Thriven provides information that can help the Referrer in his work. Thriven guarantees its correctness. The Referrer is not authorized to conclude agreements at Thriven's expense.
3. The activities of the Referrer may include the following elements: Searching for suitable Customers and ensuring purchases of suitable Customers.

Article 4 - Obligations referrer

1. To start the Referrer Program automatically, the Referrer becomes a Customer. The fact that we auto-approve applications does not imply that we may not re-evaluate your application at a later time. Thriven may immediately and without notice reject or cancel the online application if Thriven determines that the Referrer's content - or promotional material - is unsuitable for Thriven's Referral Program, including if it:
 - a Promotes sexually explicit material;
 - b Promotes violence;
 - c Promotes discrimination based on race, gender, religion, nationality, disability, sexual orientation or age;
 - d Promotes illegal activities;
 - e Contains Materials that infringe or assist others to infringe any copyright, trademark or other intellectual property right or to violate the law;
 - f Contains or variates on the name "Thriven", taking into account any spelling errors, in the domain name;
 - g Is unlawful, harmful, threatening, defamatory, obscene, harassing or racially, ethnically or otherwise objectionable to us, in our sole discretion;
 - h Contains software downloads that allow abuse of commission from other Referrers in our program;
 - i Explicitly or implicitly suggests that the Referrer acts or acts as Thriven.
 - j Promotes or add keywords related to or referring to Thriven's products, services and features through paid advertising channels without Thriven's explicit consent. This includes but is not limited to the following services: Google Adwords, Bing, Facebook, Instagram, YouTube, Quora and Twitter.
2. The Referrer will cooperate at all times if Thriven demands that the Referrer's content or promotional material must be removed immediately.
3. The Referrer will cooperate at all times if Thriven demands that the placement or use of the Referrer's coupon code must be removed immediately.

Article 5 – Rights and obligations Thriven

1. Thriven has the right to monitor your site, social media, or other channels at any time to determine if you are following the terms and conditions of this Referral Agreement. We may notify you of any changes to your site that we feel should be made, or to make sure that your links to our website are appropriate and to notify further you of any changes that we feel should be made. If you do not make the changes to your site that we feel are necessary, we can terminate your participation in the Referral Program.
2. If fraud or abuse of the Referral Program is detected, Thriven shall not be liable to you for any commissions for such fraudulent sales.
3. This Referral Agreement will begin upon our acceptance of your application and will continue unless terminated hereunder.

Article 6 – Termination

Either you or we may end this Referral Agreement at any time, with or without cause, by giving the other party written notice. Written notice can be in the form of mail, email or fax. Additionally, this Referral Agreement will terminate immediately upon any breach of this Referral Agreement by you.

Article 7 – Compensation

1. Referrer is entitled to a compensation for Subscriptions established thanks to the Referrer's intervention. The amount of the compensation is stated on Website.
2. The compensation is credit on Website and only usable for Thriven's services. The credit cannot be withdrawn from Website.
3. If no Subscription is established, Thriven does not owe any compensation to the Referrer. This also applies if the Referrer has performed work (*no cure no pay*).
4. Referrer is only entitled to the compensation in the following cases:
 - a for Subscriptions where the Customer has used a personalized Referrer coupon code during the purchase process.
5. Referrer is not entitled to the compensation in the following cases:
 - a for Subscriptions that are canceled by Customers within the withdrawal period.
 - b for Subscriptions entered into by Customers who were previously Customers without the intervention of the Referrer.
 - c for Subscriptions that have not been paid due to non-payment (including reversals of debits).

Article 8 - Promotion restrictions

1. You are free to promote your own websites, but naturally any promotion that mentions Thriven could be perceived by the public or the press as a joint effort. You should know that certain forms of advertising are always prohibited by Thriven. For example, advertising commonly referred to as "spamming" is unacceptable to us and could cause

damage to our name. Other generally prohibited forms of advertising include the use of unsolicited commercial email (UCE), postings to non-commercial newsgroups and cross-posting to multiple newsgroups at once. In addition, you may not advertise in any way that effectively conceals or misrepresents your identity, your domain name, or your return email address. You may use mailings to customers to promote Thriven so long as the recipient is already a customer or subscriber of your services or website, and recipients have the option to remove themselves from future mailings. Also, you may post to newsgroups to promote Thriven so long as the news group specifically welcomes commercial messages. At all times, you must clearly represent yourself and your websites as independent from Thriven. If it comes to our attention that you are spamming, we will consider that cause for immediate termination of this Referral Agreement and your participation in the Referral Program. Any pending balances owed to you will not be paid if your account is terminated due to such unacceptable advertising or solicitation.

2. Referrals are prohibited from promoting or adding additional keywords related to or referencing the products, services and functions of Thriven through paid advertising channels, this includes but is not limited to Google Adwords, Bing, Facebook, Instagram, YouTube, Quora, Twitter, etc. Referrals that among other keywords or exclusively bid in their Pay-Per-Click campaigns on keywords such as Thriven, www.Thriven, and/or any misspellings or similar alterations of these – be it separately or in combination with other keywords – and do not direct the traffic from such campaigns to their own website prior to re-directing it to ours, will be considered trademark violators, and will be banned from Thriven’s Referral Program. We will do everything possible to contact the referral prior to the ban. However, we reserve the right to expel any trademark violator from our referral program without prior notice, and on the first occurrence of such PPC bidding behavior.
3. Referral shall not transmit any so-called “interstitials,” “Parasiteware™,” “Parasitic Marketing,” “Shopping Assistance Application,” “Toolbar Installations and/or Add-ons,” “Shopping Wallets” or “deceptive pop-ups and/or pop-unders” to consumers from the time the consumer clicks on a qualifying link until such time as the consumer has fully exited Thriven’s site (i.e., no page from our site or any Thriven’s content or branding is visible on the end-user’s screen). As used herein a. “Parasiteware™” and “Parasitic Marketing” shall mean an application that (a) through accidental or direct intent causes the overwriting of referral and non referral commission tracking cookies through any other means than a customer initiated click on a qualifying link on a web page or email; (b) intercepts searches to redirect traffic through an installed software, thereby causing, pop ups, commission tracking cookies to be put in place or other commission tracking cookies to be overwritten where a user would under normal circumstances have arrived at the same destination through the results given by the search (search engines being, but not limited to, Google, MSN, Yahoo, Overture, AltaVista, Hotbot and similar search or directory engines); (c) set commission tracking cookies through loading of Thriven site in IFrames, hidden links and automatic pop ups that open Thriven’s site; (d) targets text on websites, other than those web sites 100% owned by the application owner, for the purpose of contextual marketing; (e) removes, replaces or blocks the visibility of Referral banners with any other banners, other than those that are on web sites 100% owned by the owner of the application.

Article 9. Grant of licenses

1. We grant to you a non-exclusive, non-transferable, revocable right to (i) access our site through HTML links solely in accordance with the terms of this Referral Agreement and (ii) solely in connection with such links, to use our logos, trade names, trademarks, and similar identifying material (collectively, the "Licensed Materials") that we provide to you or authorize for such purpose. You are only entitled to use the Licensed Materials to the extent that you are a member in good standing of Thriven's Referral Program. You agree that all uses of the Licensed Materials will be on behalf of Thriven and the good will associated therewith will inure to the sole benefit of Thriven.
2. Each party agrees not to use the other's proprietary materials in any manner that is disparaging, misleading, obscene or that otherwise portrays the party in a negative light. Each party reserves all of its respective rights in the proprietary materials covered by this license. Other than the license granted in this Referral Agreement, each party retains all right, title, and interest to its respective rights and no right, title, or interest is transferred to the other.

Article 10 - Terms and Conditions

The General Terms and Conditions of Thriven apply to this Referral Agreement. These are published on the website: www.thriven.nl. The Referrer has taken cognizance of the general terms and conditions before using the Referral Program.

Article 11 - Intellectual property

All intellectual property rights in the Website and the software, such as - but not limited to - patents, patent applications, trademarks, database rights, copyrights, domain names, licenses, know how, property rights and processes vest in Thriven or its licensors.

Article 12 - Handover

The Referrer may not (partially) transfer this Referral Agreement (and the obligations arising from it) to third parties.

Article 13 - Liability and indemnity

1. Thriven will not be liable to you with respect to any subject matter of this Referral Agreement under any contract, negligence, tort, strict liability or other legal or equitable theory for any indirect, incidental, consequential, special or exemplary damages (including, without limitation, loss of revenue or goodwill or anticipated profits or lost business), even if we have been advised of the possibility of such damages. Further, notwithstanding anything to the contrary contained in this Referral Agreement, in no event shall Thriven's cumulative liability to you arising out of or related to this Referral Agreement, whether based in contract, negligence, strict liability, tort or other legal or

equitable theory, exceed the total commission fees paid to you under this Referral Agreement.

2. You hereby agree to indemnify and hold harmless Thriven, and its subsidiaries and Referrals, and their directors, officers, employees, agents, shareholders, partners, members, and other owners, against any and all claims, actions, demands, liabilities, losses, damages, judgments, settlements, costs, and expenses (including reasonable attorneys' fees) (any or all of the foregoing hereinafter referred to as "Losses") insofar as such Losses (or actions in respect thereof) arise out of or are based on (i) any claim that our use of the Referral trademarks infringes on any trademark, trade name, service mark, copyright, license, intellectual property, or other proprietary right of any third party, (ii) any misrepresentation of a representation or warranty or breach of a covenant and agreement made by you herein, or (iii) any claim related to your site, including, without limitation, content therein not attributable to us.
3. The Referrer indemnifies Thriven against all third-party claims as a result of the Referrer's failure to (fully) fulfill any obligation(s) towards third parties.

Article 14 - Force majeure

Parties are not liable for delay or failure to fulfill their obligations in the event of force majeure.

Article 15 - Nullity

If any part of this Referral Agreement is void or voidable, that will not affect the validity of the remainder of the Referral Agreement. The void or voided part will be replaced by a provision that follows the content of the void provision as closely as possible.

Article 16 - Confidentiality

Parties must keep each other's confidential information secret.

Article 17 - Miscellaneous

1. The Referrer agrees that the Referrer is an independent contractor and that nothing in this Referral Agreement will create any partnership, joint venture, agency, franchise, sales representative or employment relationship between the Referrer and Thriven.
2. Thriven has the discretion to update this Referral Agreement at any time. When we do, we revise the updated date at the top of this page. We encourage you to frequently check this page for any changes to stay informed. You acknowledge and agree that it is your responsibility to review this Referral Agreement periodically and become aware of modifications.
3. Thriven may assign or transfer all or part of its rights and obligations on the basis of the contractual relationship with you, including these Referral Agreement to a third party. The Referrer gives its consent in advance to such assignments and/or transfers.

Article 18 - Severability

The invalidity or unenforceability of any provision of this Referral Agreement shall not affect the validity or enforceability of any other provision of this Referral Agreement. Any such invalid or unenforceable provision shall be replaced or be deemed to be replaced by a provision that is considered to be valid and enforceable and which interpretation shall be as close as possible to the intent of the invalid provision.

Article 19 - Applicable law

1. This Referral Agreement and our contractual relationship is governed by Dutch law.
2. The Amsterdam court is competent in relation to any disputes with respect to our contractual relationship, including this Referral Agreement, unless mandatory law requires otherwise.

Article 20 - Disclaimer

We make no representation that the operation of our site will be uninterrupted or error free, and we will not be liable for the consequences of any interruptions or errors.