

## **GOLDSHELL AFFILIATE PROGRAM AGREEMENT**

Last Modified: February 23, 2024

### **1. ACCEPTANCE AND AGREEMENT**

Any person or entity that participates or attempts to participate in the Goldshell Affiliate Program (the “**Program**” and such person or entity, “**you**”, or an “**Affiliate**”) must accept this Affiliate Program Agreement (this “**Agreement**”) without change. Please indicate your acceptance of the terms and conditions of this Agreement by clicking the “acceptance” button below.

Please read this document carefully. This Agreement forms a legally binding contract between Intchains Pte. Ltd., a company incorporated in Singapore (“**Company**,” “**we**,” “**us**”) and you (the “**Parties**” and each a “**Party**”).

### **2. THE AFFILIATE PROGRAM**

- 2.1. The Program is designed to enable Affiliates to earn commissions on sales made through their promotion links to our products or services. The program uses a tracking system to monitor traffic and sales from each Affiliate's promotions. To participate in the Program, applicants are required to complete the registration process on our website. We retain sole discretion to accept or decline any application to the Program. Upon acceptance of your application, you must accept this Agreement. Thereafter, we will issue you a promotion link. By registering and participating in the Program, you are deemed to agree to our collection and use of your personal data in connection with the Program in accordance with the terms of the Company's privacy policies which can be accessed at [●].
- 2.2. You are authorized to disseminate the promotion link across websites or social media accounts under your control. We will monitor traffic attributed to the Affiliate's promotional links and provide necessary marketing materials, including but not limited to images and videos, for such purposes. Promotion commission will be determined based on the results of promotional activities in accordance with the commission policy available to the you upon logging into your account.
- 2.3. In order to facilitate your promotion of our products or services, we may make available to you data, images, text, link formats, widgets, links, marketing content, and other linking tools, application program interfaces and other information in connection with the Program (the “**Program Content**”). We reserve the right to change the Program Content at any time without notice.

### **3. AMENDMENTS AND MODIFICATIONS**

We reserve the right to update, modify, or otherwise change the terms and conditions contained in this Agreement by posting a change notice or revised Agreement on our website or online portal or by sending notice of such change to the primary email address associated with your account. Such changes may include, but are not limited to, updates to the Program structure, payment processes, how to calculate promotion commission, and Affiliate responsibilities. Your continued participation in the Program after any such changes constitutes your acceptance of those changes.

### **4. LEGAL COMPLIANCE**

- 4.1. You agree to:
  - (a) conduct your activities under this Program in full compliance with all applicable laws, rules, and regulations, in any jurisdiction, and in a manner that maintains the integrity and reputation of the Company;

- (b) comply with this Agreement and promptly provide us with any information that we request to verify your compliance with this Agreement.
- 4.2. You must clearly and prominently state the following, or any substantially similar statement previously allowed under this Agreement, on your website or social media account containing the promotional link or any Program Content: “As a Goldshell Affiliate I earn from qualifying purchases.” Except for this disclosure, and other than as required by applicable law, you will not make any public communication with respect to this Agreement or your participation in the Program without our advance written permission. You will not misrepresent or embellish our relationship with you (including by expressing or implying that we support, sponsor, or endorse you), or express or imply any affiliation between us and you or any other person or entity except as expressly permitted by this Agreement.

## 5. **GOLDSHELL CUSTOMERS**

Our customers are not, by virtue of your participation in the Program, or by virtue of them purchasing our products and services through your promotional link, your customers. All pricing, terms of sale, rules, policies, and operating procedures concerning customer orders, customer service, and sales shall be determined by the Company and may be changed at any time. You will not handle or address any contacts with any of our customers, and, if contacted by any of our customers for a matter relating to the purchase of our products and services, you will state that those customers must follow contact directions on our website to address customer service issues.

## 6. **REPRESENTATION BY AFFILIATE**

You represent and warrant at all times during the term of this Agreement that:

- (a) whether acting as an individual or an entity, you possess the legal capacity and authority to enter into and perform your obligations under the Agreement in accordance with the laws of your home jurisdiction;
- (b) your acceptance of the Agreement, and the performance by you of all duties and obligations stipulated under the Agreement, is legal and does not violate any law, regulation, or obligation to which you are subject;
- (c) all information provided to the Company during registration and in connection with your participation in the Program, including your full name, address, location and email address, is complete and accurate and has been legally contained;
- (d) you are age 18 or older;
- (e) you have all the rights of ownership to the cryptocurrency wallet indicated under Clause 7.4 and used to receive promotion commission from the Company;
- (f) you will not use the Program for any illegal or unauthorized purpose and your use of the Program shall be in compliance with this Agreement and applicable laws and regulations at all times;
- (g) you and your USDT address are not the subject of any sanctions;
- (h) neither your participation in the Program nor your creation, maintenance, or operation of your website or social media account on which the promotional link is posted will violate any applicable laws, rules, regulations, orders, licenses, permits, guidelines, codes of practice or other requirements of any governmental authority that has jurisdiction over you (including all such rules governing communications, data protection, advertising, and marketing);

- (i) your account under the Program is for your sole and exclusive use and you will not share your account or account login details any other person or entity.

## **7. PROMOTION COMMISSION AND PAYMENT**

- 7.1. The Company will track traffic generated through your promotion links and calculate promotion commissions based on orders of goods and services completed via said traffic. The calculation of commissions shall not include goods and services that have been returned by customers or orders of goods and services rejected by the Company. Commission amounts will be based on the discounted price of the goods and services, where applicable.
- 7.2. Promotion commissions for each month will be determined in accordance with the commission policy published by the Company at the beginning of each month. You are required to review the specific promotion commission policies, which will be made available at [●].
- 7.3. The Company reserves the right to adjust or modify the commission policies at the beginning of each month. Such adjustments or modifications may be made without additional notice to you. It is your responsibility to review the commission policies at the specified location referred in Clause 7.2 of this Agreement. If you disagree with the revised commission policies, you may opt to exit the Program. Continued participation in the Program after any such adjustments or modifications to the commission policies constitutes your acceptance of those adjustments or modifications.
- 7.4. Commissions will be paid in USDT and transferred to your cryptocurrency wallet, your wallet address must be provided by you during the registration process and will be linked to your account. The applicable wallet address is USDT ERC20. Please note that the wallet address must not be altered or changed without prior approval from the Company. You are not responsible for the handling fee. Payment of promotion commissions shall be made only if the accumulated commission amount reaches a minimum of 300 USDT. If the accrued commission is less than 300 USDT, it will be carried forward and aggregated with subsequent commissions until the minimum threshold is met for payment. You acknowledge that you are not entitled to claim any interest, regardless of its occurrence or non-occurrence, for any reason. This includes, but is not limited to, delays in payments or any other financial transactions related to this Agreement.
- 7.5. All commissions are exclusive of all taxes, charges, levies, assessments and other fees of any kind imposed on your involvement in this Agreement and shall be the responsibility of, and payable by you. Affiliates, whether individuals or entities, are responsible for any taxes associated with receiving commission payments in USDT. The Company is under no obligation to provide any assistance in tax declaration matters to you. In the event that any payments made to you under this Agreement are subject to withholding tax as mandated by applicable law, the amount of such payments shall be reduced by the amount of the withholding tax.
- 7.6. The Affiliate is fully responsible for all costs and expenses of maintaining and marketing the Program, including but not limited to all costs associated with the creation, hosting, modification, and improvements to the Affiliate's website or social media account and other costs associated with inserting the promotional links into the Affiliate's website or social media account, and all other costs and expenses, and the Affiliate hereby holds the Company harmless from or against the same.
- 7.7. The Company makes no representations and warranties or guarantees regarding potential commission that may be earned by the Affiliate resulting from the Affiliate's participation in the Program.

## **8. METHODS OF PROMOTION**

- 8.1. You are authorized to utilize the Program Content made available to you by the Company for the purpose of promoting the Company's products and services on the websites, social media accounts that you control and maintain, or through email campaigns and other permitted marketing channels. However, you must adhere to the following:

- (a) You shall not engage in any activity that infringes upon the intellectual property rights of others, including unauthorized copying or use of trademarks.
- (b) You are prohibited from altering any of the Company's trademarks and intellectual property or Program Content.
- (c) You are prohibited from engaging in typo-squatting which may mislead consumers. Additionally, you must not use paid advertising leveraging Goldshell-related keywords to promote your promotional link. This includes any activities such as bidding on or creating ads with keywords that are identical or similar to "Goldshell," including variations or misspellings, and using the Goldshell brand in your ad content. Furthermore, you are not allowed to (i) bid on search engine traffic with Goldshell brand keywords, including any misspellings thereof, and (ii) place promotional links on search engine advertising platforms. You should also ensure that any sites featuring your promotional links rank below Goldshell's own paid search ads on these platforms.
- (d) You must not use the Program Content for any commercial purposes other than expressly permitted under this Agreement.
- (e) You must not engage any conduct that can tarnish the Company's reputation. Some examples of such conduct are:
  - i. Placement of promotional links on a website or social media account which contains or promotes content that is illegal, immoral, harmful, libelous, defamatory, obscene pornographic, discriminatory or in violation of any intellectual property rights or applicable laws and regulations.
  - ii. Use or placement of promotional links on copycat sites, sites under construction, doorway pages, or sites/pages with automatic redirects.
  - iii. Engaging in spam, mass emailing, or similar mass messaging without proper consent and failing to provide opt-out instructions.
  - iv. Describing the Company or its goods and services in a manner that misleading or untrue or using posting information about the Company or its goods and services that is inaccurate, untrue or out-of-date.
  - v. Use of automated systems, bots, or scripts for managing or distributing promotional links.
  - vi. Using paid ads to display your promotional link, including but not limited to Google Ads.
  - vii. Manipulating search engines to automatically display your promotional links.
  - viii. Using adware/malware in conjunction with placing promotional links.
  - ix. Placing promotional links on couponing or cashback sites.
  - x. Generate or contributing to generating artificial traffic to linked websites and social media accounts containing the promotional links.

8.2. The Company reserves the exclusive right to determine what constitutes tarnishing its reputation. Any conduct deemed by the Company to negatively impact its reputation constitutes a breach of this Agreement.

## 9. USE OF COMPANY'S INTELLECTUAL PROPERTY

9.1. You acknowledge and agree that the Company's logos, trademarks, designs, and any other intellectual property (collectively, "**Company Intellectual Property**") provided to the you for the purpose of promoting the Company's products are the sole and exclusive property of the Company. You are granted a non-exclusive, non-transferable, revocable license to use the Company Intellectual Property solely for the purpose of marketing and promoting the Company's products within the scope of the Program.

9.2. You agree to use the Company Intellectual Property in accordance with any guidelines provided by the Company, including but not limited to, adherence to the Company's marketing guidelines.

You shall not alter, modify, dilute, or in any way misuse the Company Intellectual Property without the prior written consent of the Company.

- 9.3. You further agree to cease the use of the Company Intellectual Property immediately upon the termination of participation in the Program or upon request by the Company at any time. Upon termination or at the Company's request, you shall also destroy or return to the Company all materials containing the Company Intellectual Property.
- 9.4. The rights granted to you under this Clause 9 do not confer any ownership or other proprietary interests in the Company Intellectual Property to you. All use of the Company Intellectual Property by you shall inure to the benefit of the Company. You agree to indemnify and hold the Company harmless from any and all claims, damages, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or related to your improper use of the Company Intellectual Property or breach of this Clause 9.

## **10. TERMINATION**

- 10.1. Both Parties reserve the right to terminate this Agreement at any time, with or without cause, with prior notice.
- 10.2. Upon termination, any unpaid promotion commission will be calculated in accordance with the promotion policy published at the beginning of each month. We may hold accrued unpaid commission for a reasonable period of time following termination to ensure that the correct amount is paid (such as to account for any cancellation or returns).
- 10.3. Upon the termination of this Agreement for any reason, you will immediately cease use of, and remove from your website or social media account, all promotional links, all links to the Company's website, all Program Content and all Company Intellectual Property.
- 10.4. If you breach the terms of this Agreement, or if you breach terms and conditions of any other applicable policy, then, in addition to any other rights or remedies available to us, to the extent permitted by applicable law, we reserve the right to cease payment of (and you agree you will not be eligible to receive) any and all commission otherwise payable to you under this Agreement, whether or not directly related to such breach without notice and without prejudice to any right of the Company to recover damages in excess of this amount. The Company in its sole discretion, also reserves the right to immediately suspend or terminate your account and refuse any and all current or future use of the Program, if you breach any term of this Agreement or applicable policy of the Company.

## **11. LIMITATION OF LIABILITY**

To the maximum extent permitted by law, the Company, its officers, shareholders, employees, agents, directors, subsidiaries, affiliates, successors and assigns will not be liable for any loss or damage that may result to you or a third party, including without limitation, any direct, indirect, punitive or consequential loss or damages, or any loss of income, profits, goodwill, data, contracts, use of money, or loss or damages arising from or connected in any way to business interruption, and whether in tort (including without limitation negligence), contract or otherwise) in connection with this Program.

Without prejudice to the generality of the above, the Company will not be liable in case of failure of the promotion links, interruptions in the accessibility to the promotion links, infringements on data or loss of data on the information handling system, defects in the security system or viruses or other harmful software components in the promotion links or for any damage caused by viruses or components to the Affiliate's software and/or the Affiliate's website or social media account. The Company shall not be liable for any error in the implementation of the promotion links the Affiliate places its websites or social media accounts or for the specified function of the promotion links.

The Company's maximum aggregate liability under this Agreement whether in contract, tort (including negligence) or otherwise (a "**Claim**"), shall be limited to a sum equal to the aggregate amount which we are obliged to pay you in the three (3) month period immediately prior to the period giving rise to such Claim.

**12. INDEMNITY**

You agree to indemnify, defend, and hold harmless the Company, its associated companies and their respective directors, officers, employees, agents, and successors from and against any and all claims, liabilities, damages, losses, costs, expenses, including reasonable legal fees, incurred by them and arising out of or in any way connected with your breach of this Agreement, your unauthorized use of the Company's Intellectual Property or Program Content or failure to declare and pay any applicable taxes. This indemnification will survive the termination or expiration of this Agreement, covering any actions taken during the term of the Agreement that may give rise to a claim. You also agree to provide prompt notice to the Company of any potential claims or liabilities.

**13. ENTIRE AGREEMENT**

This Agreement sets forth the entire agreement and understanding between the Parties with respect to the Program and supercedes any and all prior discussions, understandings, agreements, representations, warranties or covenants between the Parties in relation to the Program. Any waiver of a breach or default under this Agreement shall not constitute a waiver of any subsequent or other breach or default and shall not serve to modify the agreements set forth herein.

**14. CONFIDENTIALITY**

Any information relating to Company or any of its affiliates that we provide or make accessible to you in connection with the Program that is not known to the general public or that reasonably should be considered to be confidential is "**Confidential Information**". You will use Confidential Information only to the extent reasonably necessary for your performance under this Agreement and ensure that all persons or entities who have access to Confidential Information in connection with your account will be made aware of and will comply with the obligations in this provision. You will not disclose Confidential Information to any third and you will take all reasonable measures to protect the Confidential Information against any use or disclosure that is not expressly permitted in this Agreement. This restriction will survive the termination of this Agreement.

**15. INDEPENDENT CONTRACTOR**

Nothing in this Agreement shall constitute a partnership, employment relationship or joint venture between the Parties nor make either Party the agent of the other Party for any purpose. You will have no authority to make or accept any offers or representations or enter into any obligations on the Company's behalf.

**16. SEVERABILITY**

- 16.1. If any provision in this Agreement shall be held to be illegal, invalid or unenforceable, in whole or in part, the provision shall apply with whatever deletion or modification is necessary so that the provision is legal, valid and enforceable and gives effect to the commercial intention of the Parties.
- 16.2. To the extent it is not possible to delete or modify the provision, in whole or in part then such provision or part of it shall, to the extent that it is illegal, invalid or unenforceable, be deemed not to form part of this Agreement and the legality, validity and enforceability of the remainder of this Agreement shall not be affected.

**17. ASSIGNMENT**

- 17.1. The Company has the right to assign this Agreement or any benefits or obligation hereunder to any party without prior consent from the Affiliate.

17.2. The Affiliate shall have not have the right to assign this Agreement or any benefits or obligation hereunder to any other party or legal entity. Any attempted assignment shall be void.

**18. THIRD PARTY RIGHTS**

A person who is not a Party to this Agreement has no right under the Contracts (Rights of Third Parties) Act 2001 of Singapore, to enforce any term of, or enjoy any benefit under, this Agreement.

**19. GOVERNING LAW AND JURISDICTION**

19.1. This Agreement and any disputes or claims arising out of or in connection with its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of Singapore.

19.2. Any dispute arising out of or in connection with this Agreement, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration administered by the Singapore International Arbitration Centre ("**SIAC**") in accordance with the Arbitration Rules of the Singapore International Arbitration Centre ("**SIAC Rules**") for the time being in force, which rules are deemed to be incorporated by reference in this Clause. The seat of the arbitration shall be Singapore. The tribunal shall consist of a single arbitrator. The language of the arbitration shall be English.