

# MARKETING AFFILAITE AGREEMENT

This Marketing Affilaite Agreement (hereinafter - "**Agreement**") is effective as of day you accept this agreement (hereinafter - "**Effective Date**") and is concluded between you (hereinafter - "**Affiliate**") and Chain Framework Ltd., registered with the Commercial Register of the British Virgin Islands, company code 1993384 (hereinafter - "**Company**").

## 1. DEFINITIONS:

- 1.1. "Customer" means any third party who buys Proswap tokens from Affiliate.
- 1.2. "Territory" means anywhere in the World.
- 1.3. "Platform" means Proswap plaftorm, located at [www.proswap.com](http://www.proswap.com) or other products created by Company, if so agreed by Parties.
- 1.4. „Term“ means period of time during, which this Agreement is valid.
- 1.5. "Confidential Information" includes: (a) the technological solutions related to Platform (b) any personally identifiable data or information regarding any Customer; (c) any and all information disclosed by Company to Affiliate, in whatever format, that is either identified as or would reasonably be understood to be confidential and/or proprietary; (d) any notes, extracts, analyses or materials prepared by Affiliate which are copies of or derivative works of Confidential Information or from which Confidential Information can be inferred or otherwise understood; and (e) the terms and conditions of this Agreement.

## 2. RIGHTS GRANTED:

- 2.1. With respect to Platform created by Company, Affiliate shall have the non-exclusive right throughout the Territory during the Term, to market and offer to buy Proswap tokens and use the Platform. Company shall be solely responsible for negotiating with Customers (if such need would arrise), signing of agreements with Customers, provision of all services to Customer on the Platform.

## 3. DELIVERY:

- 3.1. Affiliate shall appoint one of its employees to be responsible for communicating with Company and make the name of such employee available to Company.
- 3.2. Affiliate shall submit an annual marketing plan to Company outlining, among other things, activities and staffing directed at attaining mutually agreed upon annual sales quotas. The annual marketing plan shall be devised solely by Affiliate. However:
  - 3.2.1. Company provides Affiliates with marketing material. If Affiliate chooses to use his own marketing material, Affiliate is fully and solely responsible for any and all negative outcome (fines, damages, litigation etc.) related to his marketing material and Company can not be held liable for it, unless it was separately approved by the Company.
  - 3.2.2. If Company decides that marketing material, used by Affiliate, is inappropriate for whatever reason, this Agreement can be terminated immediately. It should be noted that Companies approval of annual marketing plan can not be considered as approval of Affiliates marketing material.
  - 3.2.3. Affiliate is solely responsible for making sure that Platform can be legally used and advertised in whatever jurisdictions Affiliate is operating.

#### 4. **PAYMENT:**

- 4.1. Affiliate shall receive remuneration (hereinafter -"**Fee**") for his services in the following way:
  - 4.1.1. 10 percent, calculated from Proswap tokens sold by Affiliate;
  - 4.1.2. All payments of the Fee will be made in the following way:
    - 4.1.2.1. 50 percent of the Fee will be paid in crypto currency, which was used to buy Proswap tokens by Customer;
    - 4.1.2.2. 50 percent of the Fee will be paid in Proswap tokens.
- 4.2. The Fee will be paid to Affiliates crypto wallet in a period of 1 day of the transaction made by the Customer.
- 4.3. No advance payment will be made to Affiliate, unless otherwise agreed by the Parties.
- 4.4. Parties agree that any expenses (travelling, marketing, etc.) shall be covered by solely by Affiliate.

## 5. **TECH SUPPORT:**

5.1. All technical support shall be furnished by Company.

## 6. **REPRESENTATIONS AND WARRANTIES:**

6.1. Ownership of Intellectual Property Rights. Notwithstanding anything contained herein to the contrary and subject to the terms of this Agreement, all artwork, designs, source code, computer software and the intellectual property embodied in the Platform, or any reproduction thereof, or any advertising materials, which are designed, developed and/or created by Company hereunder (or any of its sublicensees, affiliates or subsidiaries), shall be, and remain Company's (or its affected third party's, as the case may be) sole and exclusive property, inclusive of all copyrights and right to copyright therein and thereto.

6.2. Ownership of marks. Subject to the terms of this Agreement, Affiliate acknowledges and agrees that:

6.2.1. All copyrights, trademarks and service marks and rights to same referred to in this Agreement in the name of and/or owned by and/or licensed to Company shall be and remain the sole and complete property of Company, or its affected third-party licensors, as the case may be;

6.2.2. All such copyrights, trademarks and service marks and rights to same in the name of or owned by any copyright proprietor other than Affiliate or Company shall be and remain the sole and complete property of such copyright proprietor;

6.2.3. All trademarks and service marks which, and/or the right to use which, arise out of the license hereby granted to use the intellectual property embodied in the Platform shall be and remains the sole and complete property of Company (or its affected third-party licensors, as the case may be);

6.2.4. Affiliate shall not at any time acquire or claim any right to Platform or interest of any nature whatsoever in any such trademark or service mark by virtue of this Agreement or of Affiliate's uses thereof in connection with the Platform; and

6.2.5. Any right to interest in or relating to any such trademark or service mark, which comes into existence as a result of, or during the Term of, the exercise by Affiliate of any rights granted to it hereunder shall

immediately vest in Company (or its affected third-party licensor, as the case may be).

- 6.3. Company Warranties and Indemnity: Company warrants and represents that Company has sufficient rights to the Platform to grant the licenses under this Agreement and that Platform provided by Company under this Agreement does not and will not infringe any third party proprietary right. Company warrants and represents that it has the right to enter into this Agreement and that this Agreement and Affiliate's performance under this Agreement will not conflict or violate any obligations that Company may have under an agreement with any third party.
- 6.4. Company will indemnify Affiliate, and its affiliates, officers, directors and employees, against claims, actions, demands, liabilities, losses, damages, expenses (including reasonable attorneys' fees and legal costs) related to alleged or actual infringement of third party proprietary rights by the Platform and to alleged personal injury or property damage related to the Platform. Company will indemnify Affiliate, and its affiliates, officers, directors and employees, against any claims, liabilities, losses, damages, injuries, costs, expenses, causes of action, claims, demands, assessments and similar matters related to any breach of Company' warranties.
- 6.5. Affiliate Warranties and Indemnity: Affiliate warrants and represents:
  - 6.5.1. That it has the full power and authority to enter into this Agreement, acknowledges that it has no authority to bind Company and warrants that it will not attempt to represent that it has any such authority;
  - 6.5.2. That it shall use its reasonable best efforts to maximize Customers for the Platform;
  - 6.5.3. That its making and performance of this Agreement shall not violate any laws or regulations of any nation with the Territory; any agreement, right or obligation between Affiliate and any other person, firm or corporation; or any rights of any third party.
  - 6.5.4. That Affiliate will indemnify Company, and its affiliates, officers, directors and employees, against any claims, liabilities, losses, damages, injuries, costs, expenses, causes of action, claims, demands, assessments and similar matters related to any breach of Affiliate's warranties.
- 6.6. Conditions on Indemnity Obligations: The indemnity obligations set forth in this Agreement are conditioned upon the party claiming

indemnification (hereinafter - "**Indemnified Party**") promptly notifying the indemnifying party (hereinafter - "**Indemnifying Party**") of the claim, allowing the Indemnifying Party to control any defense or settlement of such claim and assisting the Indemnifying Party in the defense or settlement so long as the Indemnifying Party reimburses the Indemnified Party's reasonable expenses.

## 7. **Affiliate's responsibilities:**

- 7.1. In marketing and offering the Platform for sale in the Territory, the Affiliate shall:
  - 7.1.1. Act with diligence, devoting reasonable time and effort to fulfill the duties described herein;
  - 7.1.2. Maintain reasonable technical and practical knowledge with regard to the Platform;
  - 7.1.3. Utilize promotional materials provided to the Affiliate by the Company for the purpose of marketing and selling the Platform and return them immediately after termination of this Agreement or end of Term;
  - 7.1.4. If requested by the Company, attend and participate in trade shows and conventions related to the Platform;
  - 7.1.5. Promptly respond to all communications by Customers and the Company regarding the Platform;
  - 7.1.6. Prepare and maintain any reports and documentation, as and if requested by the Company.
- 7.2. Company shall not specify the business practices of Affiliate, nor regulate the manner in which Affiliate shall operate its business, provided that Affiliate:
  - 7.2.1. Conducts business in a manner that reflects favorably at all times on the Platform and the good name, goodwill and reputation of Company and its affiliates;
  - 7.2.2. Avoid deceptive, misleading or unethical practices that are or might be detrimental to Company and/or its affiliates, the Platform or the public, including but not limited to disparagement of Company or the Platform;
  - 7.2.3. Make no false or misleading representation with respect to Company or the Platform; and

7.2.4. Make no representations with respect to Company or the Platform that are inconsistent with Platform, promotional materials and other literature distributed by Company pertaining specifically to the Platform, including all liability limitations and disclaimers contained in such materials.

**8. TERM AND TERMINATION:**

8.1. This agreement is valid from the moment Affiliate accepts it and until any Party terminates it.

8.2. This Agreement may be terminated by either party at any time in its sole discretion upon twenty (20) days advance written notice.

8.3. Either party may terminate this Agreement for a material breach by the other party which has not been cured within thirty days after the non-breaching party provided written notice of such breach to the breaching party.

**9. ASSIGNMENT:**

9.1. Either party may assign its rights under this Agreement to

9.1.1. Its affiliates or

9.1.2. In the event of a change in control, to the successor entity or any of its affiliates. Subject to the foregoing, the provisions of this Agreement shall apply to and bind the successors and permitted assigns of the parties. Any attempted assignment or other transfer of this Agreement not in compliance with this Paragraph 9 shall be null and void and shall be deemed to be a material breach of this Agreement which is not capable of cure.

**10. CONFIDENTIALITY:**

10.1. Affiliate agrees that it will hold in strict confidence and not disclose the Confidential Information of Company to any third party and to use the Confidential Information of Company for no purpose other than the purposes expressly permitted by this Agreement. Affiliate shall only permit access to the other party's Confidential Information to those of its employees having a need to know and who have signed confidentiality agreements containing terms at least as restrictive as those contained in this Paragraph 10.

- 10.2. Affiliate shall maintain the confidentiality and prevent accidental or other loss or disclosure of any Confidential Information of the other party with at least the same degree of care as it uses to protect its own Confidential Information but in no event with less than reasonable care.
- 10.3. Affiliate's obligations of confidentiality under this Agreement shall not apply to information which such party can document (i) is in the public domain without the breach of any agreement or fiduciary duty or the violation of any law, (ii) was known to the party prior to the time of disclosure without the breach of any agreement or fiduciary duty or the violation of any law, (iii) is independently developed by the party prior to receiving such Confidential Information without reference to any Confidential Information, (iv) is required to be disclosed pursuant to a judicial order, a requirement of a governmental agency or by operation of law, provided that Affiliate gives Company a written notice of any such requirement immediately after learning of any such requirement, and takes all reasonable measures to avoid or limit disclosure under such requirements and to obtain confidential treatment or a protective order and has allowed Company to participate in the proceeding.
- 10.4. Upon written request by Company, the Affiliate shall promptly return all documents and other tangible materials representing the Company's Confidential Information and all copies thereof.
- 10.5. If Affiliate breaches this Paragraph 10, he will have to pay a fine of 20 000 Eur for each breach and it will be held as minimal, undisputed damages endured by Company.
- 10.6. Affiliate will at all times during the term of this Agreement maintain appropriate technical and organizational measures to protect any Customer data that it collects, accesses or processes in connection with this Agreement against unauthorized or unlawful use, disclosure, processing or alteration. Affiliate will act only on Company's instructions in relation to the collection, use, disclosure and processing of any such end-user data, but in all instances in accordance with all applicable laws, rules and regulations.

## **11. GOVERNING LAW:**

- 11.1. The laws of Malta shall govern this Agreement, without regard to conflicts of law provisions thereof. Any disputes arising out of this Agreement shall be resolved in courts of British Virgin Islands.

## **12. RELATIONSHIP OF PARTIES:**

12.1. The parties hereto expressly understand and agree that the parties are independent contractors in the performance of each and every part of this Agreement.

## **13. AMENDMENT AND WAIVER:**

13.1. Except as otherwise expressly authorized herein, any provision of this Agreement may be amended and the observance of any provision of this Agreement may be waived only with the written consent of the parties.

## **14. HEADINGS:**

14.1. Headings and captions are for convenience only and are not to be used in the interpretation of this Agreement.

## **15. NOTICES:**

15.1. All notices, statements, and reports required or permitted by this Agreement shall be in writing and deemed to have been effectively given and received; (i) five (5) business days after the date of mailing if sent by registered or certified mail, postage prepaid, with return receipt requested; (ii) if sent by e-mail, at the end of the same day, when e-mail was sent; or (iii) when delivered if delivered personally or sent by express courier service.

15.2. Notices shall be addressed as follows:

15.2.1. If to Company – contacts can be found at website [proswap.com](http://proswap.com).

15.2.2. If to Affiliate - according to contats provided, when joining the Affiliate program.

## **16. Entire Agreement:**

16.1. This Agreement supersedes all proposals, oral or written, all negotiations, conversations, or discussions between or among parties relating to the subject matter of this Agreement and all past dealing or industry custom.



**17. Severability:**

17.1. If any provision of this Agreement is held to be illegal or unenforceable, that provision shall be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect and enforceable.

**18. Counterparts:**

18.1. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

**19. Disclaimer; Limitation of Liability:**

19.1. Company shall not be liable for any special, indirect, incidental, or cosequential damages arising out of this Agreement, even if the any Party knew or should have know of the possibility of such damages, including, without limitation, any lost revenue or failure to realize expected profits.