#### CUSTOMER AND INDEPENDENT MARKETING PARTNER AGREEMENT

I certify that I am of legal age in the country of my residency. I agree that I am joining as a customer of Binary Torrent LLC, Coastal Road, DE 19888, USA. I agree to stay a customer for as long as I do not refer any other person to Binary Torrent LLC. I further agree that once I have referred another customer to Binary Torrent LLC, my status will change to an Independent Marketing Partner (IMP). I further agree that I am responsible for determining my business activities and not an agent or employee of the Binary Torrent LLC (also referred to as" Company") or its affiliated companies or partners. And the Customer and Independent Marketing Partner Agreement, The Terms and Conditions, Privacy Policy, and Compensation Plan is all incorporated into and forms the Agreement.

I am responsible for the payment of all country, federal, and state self-employment taxes and any other tax, including sales tax that may be required under federal, state, or regulating taxing agencies in my country. I understand that this position does not constitute the sale of a franchise or a distributorship. A product package is required to participate as an Independent Marketing Partner of the Company. I further acknowledge and understand that the purchase of product packages is optional and is not required of me to participate as an Independent Marketing Partner of the Company.

I agree that as a Binary Torrent LLC, Independent Marketing Partner (also referred to as IMP), I shall place primary emphasis upon the promotion and support for the stated goals of the Company and the solicitation of non-IMP individual's businesses and organizations as customers. In addition, IMP agrees to distribute over 50% of their purchases of book publishing rights to customers who are not IMPs and to submit proof of such sales upon request by the Company.

- (a) In each presentation the IMP gives, the potential customer shall be informed that all paid starter packages include an enrolment fee of 49 euros. The Company charges this fee to become a IMP of the Company. Its explicit purpose is to emulate the Company's foundational principles and pay for administrative accounts.
- (b) I have carefully read, understood, and agree to comply with the Company's Terms and Conditions, Privacy Policy, and Compensation Plan. I agree and understand that they are all a critical part of this Agreement. I know that I must be in good standing and not in violation of any of the terms of this Agreement to be eligible to receive any bonuses or commissions for the Company. The continuation of my Company role or my acceptance of bonuses or commissions shall constitute my acceptance of the Terms and Conditions, Privacy Policy and Compensation Plan, and any amendments.
- (c) To maintain a viable Marketing Program and to comply with the changes to the country, federal, state, and local laws and economic conditions, the Company may provide additional Terms and Conditions for Customers and IMPs from time to time, as well as to

modify its Compensation Plan. Such modifications and all changes shall become a binding part of this Agreement upon publication on the official Company Site or other official Company publications.

- (d) I understand that no Attorney General or other regulatory authority ever registers or reviews, endorses, or approves any product, compensation program, or Company, and I will make no such claim to others.
- (e) This Agreement shall be in effect upon the Company's website by clicking the Terms and Conditions tab to confirm the Agreement.
- (f) I supervise and support the IMPs I refer or enroll into the program and in my commissionable downline. I agree to maintain monthly communication and support to these IMPs in my commissionable downline by way of any of the following or combination thereof: Personal contact, telephone communication, written communication, and attendance at IMP meetings.
- (g) I will not make false, misleading, or disparaging statements about the Company, its employees or founders, the compensation plan, IMP positions, or the Company's mission and vision. Display commission statements, make income projections, and use income testimonials to prospective Customers and IMPs are prohibited. Therefore, I will conduct myself as an IMP in a courteous, fair, and ethical manner.
- (h) Change of original enroller is not permitted. IMP and customer lists and names are owned by the Company and may never be used for any commercial or business purpose without the Company's prior written consent.
- (i) I understand that any return of publishing rights in my downline or customer base may clawback against commissions or bonuses paid to me by the Company.
- (j) I authorize the Company to use my name, photograph, personal story, and likeness in advertising or promotional materials and waive all claims for remuneration for such use.
- (k) I agree that I will be solely responsible for paying expenses incurred by myself, including but not limited to travel, food, lodging, secretarial office, telephone, cell phone, and other costs.
- (I) I give permission to the Company to contact me by email or text messaging for reasons including, but not limited to Company announcements, bonus programs and promotions, policy changes.
- (m) I understand that the Company may charge me a transfer fee for any virtual currency transfer or direct deposit payment. I further understand that the Company implements a

minimum bonus check amount of at least 50€ until a request for pay-out can be made. I further understand that the Company will not pay any commissions until the cool-off period of ten days has elapsed.

- (n) I understand that in my status as an IMP of the Company, I may produce marketing tools to assist my downline organization to grow their Company IMP position. In doing so, I agree that the Company must first approve such marketing tools in writing, and I will not charge for any such instruments. Further, I understand that although I am allowed to conduct independent training events for the Company, I may charge an admission fee for such events. However, I will not charge more than necessary to cover my expenses and will not make a profit in doing so.
- (o) I understand that if I fail to comply with the terms of this Agreement of the Company, at its discretion, may terminate my IMP role or impose upon me other disciplinary action, including but not limited to, forfeiture of bonuses and commission, loss of all or part of my downline marketing organization or customer base list. For example, suppose I am in breach, default, or violation of the Agreement at termination. In that case, I shall not be entitled to receive further bonuses or commissions, whether or not the sales of such bonuses or commissions have been completed. Suppose this Agreement is terminated for any reason. In that case, I will forever lose my rights as a Customer or IMP, including rights to my downline marketing organization and customer base list and rights to compensation according to the Company's Compensation Plan. If I wish to disassociate myself with the Company and cancel my IMP role, I may not be eligible to rejoin the Company for twelve (12) months.
- (p) This Agreement is governed under the Laws of the State of Delaware in the USA. The Parties agree that any claim, dispute, or other difference between them shall be exclusively resolved by binding arbitration according to the Commercial Rules of the American Arbitration Association with arbitration to be held in New Castle, Delaware.
- (q) The term of this Agreement is one year (subject to prior cancellation as provided in this Agreement). If I fail to renew my IMP position annually or renew the 4-month publish rights, or if it is canceled or terminated for any reason, I understand that I will permanently lose all rights as an IMP. I shall not be eligible to sell the Company's products and services, nor shall I receive royalties, bonuses, or other income resulting from the activities of my former downline sales organization or customer base list. In the event of cancellation, termination, or non-renewal, I waive all rights I have, including but not limited to publishing rights, to my former downline organization or customer base list and customer base list and any bonuses, commissions, or other remuneration derived through the sale and other activities of my former downline organization and customer base list. In addition, the Company reserves the right to terminate all IMP agreements upon 30 days' notice if the Company elects to (1) cease business operations; (2) dissolve as a business entity; or (3) terminate distribution of its products and services via direct selling channels.

IMPs MAY CANCEL THIS AGREEMENT AT ANY TIME, AND FOR ANY REASON, UPON WRITTEN NOTICE TO THE COMPANY.

Cancellation notice about a refund of my enrolment fee, publishing rights purchases, and marketing materials purchases: I understand that I may cancel my purchase as a customer, for a full refund, within ten (10) business days from the date of this Agreement, exclusive of the date processed electronically. To cancel this Agreement, I must email my request to <a href="mailto:support@binarytorrent.com">support@binarytorrent.com</a> a signed, dated copy of a Notice of Cancellation.

I understand that failure to comply with the Terms and Conditions may result in the termination of the Agreement and the Company's Terms and Conditions and Policies and Procedures. In addition, the Company may suspend my Customer or IMP status, and any payments due to me maybe escrowed until final resolution has been achieved. I acknowledge that in the event of my violation of this Agreement, my rights may be terminated without further commission or payments.

I agree to indemnify and hold the Company, its directors, officers, or employees harmless from any claims, damages, or expenses (including attorney fees) that may arise from my actions or conduct in violation of this Agreement.

I acknowledge that the Company's Compensation Plan is based on current products and is subject to change without notice.

### **Ethics**

The Company conducts business ethically and credibly and requires its IMPs to deal ethically with their customers, each other, and the Company. The Company permits no unethical or illegal activity and will intercede when such behavior may exist. The Company reserves the right to use its best judgment in deciding whether certain IMP activities are unethical. Furthermore, the Company may use its discretion in determining the appropriate course of action. For example, suppose the Company determines that corrupt activities may exist. In that case, it reserves the right to suspend or terminate Customers or IMP status, including but not limited to all commissions and payments of any kind. Under no circumstances is a Customer or IMP removed for unethical or illegal activity entitled to a refund of their renewal fee, nor are they allowed to sell or transfer their position.

Examples of unethical behaviour include but are not limited to the following:

(a) Making any false or misleading remarks, statements, innuendos, or rumours that may disparage the Company, its products or services, its compensation plan, its employees, its founders, or another Company IMP.

- (b) Making any claim regarding the Company's publishing rights not found on the Company's current websites or official, current marketing material.
- (c) Making unapproved income claims or revealing the amount of income you have received through the Company or other network marketing opportunities that you may or may not have been involved in currently or previously.
- (d) Directly or indirectly disclose any information in your back office to a third party other than an official Company authorized employee to assist you with a specific issue related to your Binary Torrent IMP role.
- (e) Use any of the information in your back office or activity report in a manner to influence another Binary Torrent IMP to alter their relationship with the Company in any way
- (f) Use the information in your back office or activity report to compete with the Company in any way.
- (g) Providing, selling, or revealing any customer lists and their contact information that appears in your activity report or downline report to a third party. It includes the customer lists and their contact information that belongs to the Company or seems in any other IMPs activity report or downline report.
- (h) Directly or indirectly disclosing the password or other access code to your back office or activity report.
- (i) Use another person's credit card without express written permission.
- (j) Forging any signature on any document.
- (k) Any unauthorized use of the Company's name, logos, photos, videos, trademarks, or copyrighted material in any way or fashion.
- (I) Violation of any country, state, or federal laws or regulations.
- (m) Competing with the Company's products or services directly or indirectly through association with another business or your efforts.
- (n) Aggressive or abusive language, behavior or treatment, or inappropriate behavior toward any Company employee, founder, or other Company IMP.

Recruiting

Cross-line recruiting: An IMP may not solicit a customer, individual, or entity that has been previously enrolled by another IMP (or that is considering joining the Company and is being enrolled by another IMPs) to join their business as their direct customer and enrollee.

## Cash or Monetary Incentives

The Company strictly prohibits IMPs from offering cash or monetary incentives, promotions, prizes, or bonuses to members of their downline or upline organizational members or customers to influence customer acquisition.

To eliminate cross-line recruiting practices, the Company strictly prohibits the use of cash or monetary incentives/promotions/prizes/bonuses to recruit new customers.

The Company has put in place a specific sales model and strongly encourages its IMPs to promote customer acquisition and recruit by adhering to this sales model.

Territorial Rights/Conducting Business Across International Borders

IMPs can market services and products and acquire new customers in any country where the Company conducts business without exclusivity. IMPs may only promote the Company in countries where the Company currently operates. The Binary Torrent business currently restricts users from Cuba, Venezuela, Syria, Yemen, North Korea, Sudan, and Iran to become customers or IMPs.

IMPs conducting business in foreign countries must adhere to the Company Policies and Procedures governing activities in that country. Furthermore, compensation will be based on the current Compensation Plan of that specific country and be subject to conversion to cryptographic currency or token.

IMPs are responsible for knowing and adhering to all laws and accepted business practices in the countries they market. This includes but is not limited to customs and immigration laws and accepted marketing practices.

### Qualification Requirements for Payment

The Company offers various ways that allow the IMP to earn income through its Compensation Plan. For example, to earn income, it is required that the IMP have publishing rights. Qualification requirements to earn an income are defined in the Compensation Plan. Therefore, it is the responsibility of the IMP to continually check to make sure that they are qualified for each rank that requires qualifications. Thus, the Company will not be obligated to pay for any earnings when an IMP falls out of capability.

#### General Rules

- Always introduce and refer to yourself as an IMP. It would be best if you never gave
  the impression that you represent the Company in any way as an employee or
  official agent.
- Binary Torrent's logos and trademarks or service marks are strictly forbidden without prior, written approval from the Company.
- When you design the material, it clearly shows that it is coming from you as an IMP and not produced by Binary Torrent in any way, shape, or form.
- You may use Company written information that is commonly found in our current marketing materials but may not do so word for word without prior, written approval from the Company as copyright laws protect our materials.
- It would be best if you never made any promises of income.

## Pricing

You are free to sell your publishing rights at whatever price you choose; however, you are restricted from publishing any price other than our current retail price.

#### **Business Cards**

If you choose to make your business cards, you must follow these guidelines:

- You may use the Binary Torrent logo found here.
- Refer to yourself as an IMP.
- Do not make any promises of income.

Direct Mail Pieces, Fliers, and Brochures

IMPs will not be allowed to substitute their names on any materials that have been previously approved for other IMPs.

Photocopying of any marketing materials provided by Binary Torrent is not permissible; however, IMPs may print any current material that the Company offers off our Site.

### Spamming

Binary Torrent does not permit IMPs to send unsolicited emails. Any email sent by an IMPs that promotes Binary Torrent, the Binary Torrent Opportunity, or Binary Torrent products and services must comply with the following:

• There must be a functioning return email address to the sender that includes a request that future email solicitations or correspondence not be sent to him or her (a functioning "opt-out" notice).

- The use of deceptive subject lines and false header information is prohibited.
- · All opt-out requests must be honored, whether received by email or regular mail.
- · All emails sent that promote Binary Torrent, its Opportunity, or publishing rights must adhere to all the other marketing and advertising guidelines in this policy.

## Trademarks and Copyrights

The Company will not allow the use of its trade names, trademarks, designs, photos, videos, audio recordings, or symbols by any person, including a Company IMP, without its prior, written permission. In addition, IMPs may not produce for sale or distribution any recorded Company events and speeches without written permission from the Company; nor may IMPs reproduce any recording of Company-produced audio or videotape presentations for sale or personal use.

## Media and Media Inquiries

IMPs must not attempt to respond to media inquiries regarding the Company, its products, or its independent business. Therefore, all questions by any media must be immediately referred to Company Public Relations Department <a href="media@binarytorrent.com">media@binarytorrent.com</a>. This policy ensures that accurate and consistent information and a good public image will be provided to the public.

An IMP cannot return the return of personal purchases of publishing rights to circumvent their 4-month qualification requirements. Further, the Company reserves the right to disallow any return for publishing rights that was made in an apparent attempt to avoid any qualification, commission, or compensation plan that the Company has offered.

#### **Bonus Buying**

# "Bonus buying" includes:

- 1. The fraudulent sponsoring or enrolment of an individual or entity as a customer or IMP.
- 2. The sponsoring or attempted sponsoring non-existent individuals or entities as customers or IMPs ("phantoms").
- 3. The use of payment methods by or on behalf of a Customer when the IMP or Customer is not the account holder of such account.

Bonus buying constitutes a material breach of these Terms and Conditions and is strictly prohibited.

### **Events**

The Company supports the practice of regional and local training events, "Personal Business Opportunity Meetings" and" Private Business Receptions," as they are valuable educational tools when held properly with both professionalism and integrity. Under no circumstances is any meeting/training session intended to provide an additional income stream to those sponsoring the events and must be offered as non-profit activities.

All IMPs that host events need to be pre-approved by the Company.

Attendance at Company events is not a requirement for being a customer or IMP, nor a prerequisite for success in this business.

#### Remuneration

The Company reserves the right to pursue the remuneration of any legal or operational fees or the recovery for any damages resulting from any policy violation by the Company IMPs. The Company also reserves the right to recoup such costs from future bonuses, commissions, or other payments.

## **Further Limitations**

The Company reserves the right to limit or disallow any marketing activities that cast negative aspersions on the Company's integrity, truthfulness, and reputation.

### Transfer/Disposition of IMPs Business

An IMP's position can be inherited or bequeathed. Still, it cannot be transferred or assigned during their lifetime without the written consent of the Company, which consent will not be unreasonably withheld. The Company may charge a 1000€ transfer fee.

Upon the death or incapacity of an IMP, or of its principals, the rights to the commission and marketing position shall pass to the designated successor, provided said successor complies with all the terms of the Company agreement, the Company's Policies and Procedures and fulfils the duties and obligations required of an IMP. In the case of a transfer to an existing IMP or an individual listed as a partner/shareholder/trustee in a current IMP status, the individual will need to contact The Company to discuss their options in maintaining position or transferring it. If the transfer is temporary (i.e., the IMP is temporarily incapacitated), the subsequent activation and deactivation will likewise be temporary.