



## **Product Distribution Agreement**

THIS AGREEMENT (“**Agreement**”) is dated and enters into effect on the date of the last signature of the Parties (“**Commencement Date**”).

PARTIES

- (1) AIRFILL PREPAID AB, a company incorporated in Sweden and having its registered office at c/o SUP46 AB, Regeringsgatan 65, 111 56 Stockholm, Sweden, whose company registration number is SE 559001 6035 01 (“**BITREFILL**”); and
- (2) \_\_\_\_\_, with the registration number \_\_\_\_\_, incorporated in \_\_\_\_\_ (*country*) with registered address at \_\_\_\_\_ (the “**Distributor**”).

BACKGROUND

1. BITREFILL resells prepaid closed-loop products and services of third parties to customers, usually in the form of electronic gift cards, vouchers or other redeemable codes, as well as phone top-ups and Lightning Network-related services.
2. BITREFILL wishes to appoint the Distributor as a non-exclusive distributor of its product range.
3. The Distributor intends to make BITREFILL’s range of prepaid services available to its users and clients by means of technical integration via API or widgets.

**THE PARTIES HEREBY AGREE:**

1 **DEFINITIONS AND INTERPRETATION**

1.1 The following definitions and rules of interpretation apply in this Agreement:

**Confidential Information:** all confidential, proprietary or non-public information of, or concerning the business, operations, activities, personnel, finances, plans, personal lives, habits, history, clients, investors, or otherwise, of BITREFILL, its subsidiaries, its parent companies, any other person or entity affiliated or associated with BITREFILL, or any person who at any time is or was a member, partner, officer, director, other executive, employee, contractor or stockholder of any of the foregoing (collectively, BITREFILL and its subsidiaries, parents, affiliates and all such other persons or entities, the “**BITREFILL Group**”); and all confidential, proprietary or non-public information of or concerning any of the clients or investors of the BITREFILL Group or any other person or entity with which or whom any BITREFILL Group member or its clients or investors does business or has a relationship. Confidential Information includes, but is not limited to, information about the BITREFILL Group relating to or concerning any of their (i) finances, investments, profits, pricing, costs, and accounting; (ii) intellectual property (including, but not limited to, patents, inventions, discoveries, plans, research and development, processes, formulae, reports, protocols, computer software, databases, documentation, trade secrets, know-how, and business methods); (iii) personnel, compensation, recruiting, and training; and (iv) any pending or completed settlements, arbitrations, litigation, governmental investigations, and similar proceedings..

**Control:** the ability to direct the business or affairs of another, whether by virtue of the ownership of shares, contract or otherwise.

**Customer:** means an individual who purchases Products through the Distributor.

**Customer Funds:** means funds paid by customers for the Products, including any fees or commissions owed to the Distributor under this Agreement.

**Platform:** means the suite of software platform which may be a standard website/mobile application or Application Programming Interfaces “API” to be integrated with the existing platform/application of the Distributor for the purpose of distributing the Products;

**Products:** the prepaid services offered by BITREFILL.

## 2 APPOINTMENT AND USE OF PLATFORM

- 2.1 BITREFILL hereby appoints the Distributor, and the Distributor accepts the appointment, as a non-exclusive distributor to distribute the Products subject to the terms of this Agreement.
- 2.2 Upon appointment as distributor, BITREFILL will provide the Distributor with access to the Platform, which includes access to and use of Bitrefill’s application programming interfaces (“APIs”) and related services. The utilization of the Platform, including the branding, all user interface(s) and interaction with customers and all other contents will be guided by BITREFILL. The right to final approval of contents of the website/mobile application and any other user interfacing platform shall lie with BITREFILL.
- 2.3 COMPANY agrees to disclose the following information for customers to clearly view/review in all customer interfacing sections of the website/mobile application:
  - 2.3.1 Information that the service is provided by BITREFILL;
  - 2.3.2 Link to BITREFILL’s Terms and Conditions and Privacy Policy;
  - 2.3.3 Any disclaimers required by Bitrefill.
- 2.4 Platform integration shall be done as outlined by BITREFILL. Distributor shall maintain compatibility with the currently-supported versions of BITREFILL’s platform, and upgrade to any newly updated version issued by BITREFILL within 1 month from the date BITREFILL notifies the Distributor about such updates.
- 2.5 BITREFILL shall have exclusive ownership and control over how the Platform manages Customer’s accounts, KYC/AML compliance, transaction history and all data gathered or generated in relation to the Platform. Distributor shall have access to all data which are required to fulfil the purposes of this Agreement.

## 3 DISTRIBUTOR’S UNDERTAKINGS

The Distributor undertakes and agrees with BITREFILL at all times during the term of this Agreement:

- 3.1 To actively market, promote and distribute BITREFILL Products to Customers in the agreed markets.
- 3.2 To properly represent to Customers its relationship with BITREFILL as a non-exclusive distributor.
- 3.3 To keep any information technology system or software used to sell the products properly secure.
- 3.4 To notify BITREFILL of any breach of security of the information technology system or software used to hold or manage the Products as soon as possible following the Distributor becoming aware of such breach.

- 3.5 To act diligently and in good faith in all its dealings with BITREFILL.
- 3.6 To not infringe BITREFILL's rights, including intellectual property rights.
- 3.7 To not compete directly with BITREFILL in the sale of Products in exchange for cryptocurrency, in the geographical markets where BITREFILL operates, for the duration of this agreement and for one year following its termination, on the markets related to this agreement.
- 3.8 To not disparage, or in any way harm, through words or actions, directly or indirectly, BITREFILL's market reputation.
- 3.9 To provide the information included in Attachment C to this Agreement.

#### **4 TRANSACTIONAL STRUCTURE**

- 4.1 The Distributor agrees that Customer Funds shall at all times be held and controlled by BITREFILL.
- 4.2 The Customer initiates a transaction by placing a Product request to BITREFILL through the Platform, and BITREFILL fulfills that request directly by delivering the Product to the Customer.
- 4.3 BITREFILL shall provide to the Customers all reasonable pre- and post-sale support and information.
- 4.4 The Distributor shall ensure, by using the appropriate technical means, that any payments made by Customers for Products are automatically transferred to a BITREFILL's designated account, denominated in USD, EUR or BTC.

#### **5 BITREFILL UNDERTAKINGS**

BITREFILL undertakes:

- 5.1 To use reasonable commercial endeavours to grant the Distributor access to the full range of Products for resale at all times.
- 5.2 To maintain a high standard of technical assistance in regards to the API, sales widgets, tracking, and other similar issues.
- 5.3 To timely pay to the Distributor the distribution commission(if any) agreed under Attachment A of this agreement.

#### **6 PRICES**

- 6.1 The retail price of each Product is constantly being updated in real time by Bitrefill and will be determined in relation to the Customer, for each sale, at the moment the transaction is initiated.
- 6.2
- 6.3
- 6.4 Details regarding fees, pricing, payment terms and claims are available at Attachment A. Bank details and BTC transfer details are available at Attachment B, and may be modified only upon written notice from Bitrefill.

## 7 COMPLIANCE WITH LAWS AND REGULATIONS

- 7.1 The Distributor shall comply with all applicable laws and regulations and shall be responsible for obtaining any necessary licences or permits for the distribution (online or retail, as applicable) of the Products.
- 7.2 The Distributor shall give BITREFILL as much advance notice as reasonably possible of any prospective changes in the local regulations which might or are likely to affect BITREFILL's obligations under this Agreement.

## 8 INTELLECTUAL PROPERTY RIGHTS

- 8.1 BITREFILL shall retain all rights, title and interest to its own intellectual property rights, including but not limited to copyright, trademarks, patents, registered and industrial designs made available through the Platform (collectively the "Intellectual Property Rights"). Distributor does not acquire any rights, express or implied, other than those specified in this Agreement.
- 8.2 Distributor shall not modify or create derivative works based upon the Platform. The license granted herein does not entitle Distributor to use the Platform, or any technology or intellectual property contained within it, as reference or inspiration for developing or creating another product in any way based upon the Platform.
- 8.3 Distributor shall irrevocably guarantee BITREFILL that COMPANY'S Intellectual Property Rights related to the Services under this Agreement are original works and will not infringe the Intellectual Property Rights of any third party. The Distributor shall fully indemnify and keep BITREFILL fully indemnified at all times against any loss or damage which a Party may suffer or incur where its system or the Intellectual Property Rights related to the Services under this Agreement or any part thereof infringes the Intellectual Property Rights of a third party.
- 8.4 The Distributor hereby agree to fully indemnify and keep fully indemnified BITREFILL against any loss, cost, expenses, demands, liabilities or damage, for any infringement of BITREFILL'S Intellectual Property Rights arising out of or incident to the performance of this Agreement or its breach of any provision(s) of this Agreement.
- 8.5 Each Party shall notify the other Party as soon as practicable of any infringement, suspected infringement or alleged infringement of the Intellectual Property Rights of any third party or of the other Party, including any claims therefrom affecting this Agreement.

## 9 DURATION AND TERMINATION

- 9.1 This Agreement shall come into force on the Commencement Date and shall remain in effect until terminated.
- 9.2 BITREFILL is entitled to terminate this Agreement if:
  - 9.2.1 BITREFILL considers the Distributor or the content of Distributor's website/mobile app inappropriate in any way.
  - 9.2.2 the Distributor fails to pay any fees due and revenue share within the due date.
  - 9.2.3 the Distributor acts fraudulently or illegally in any way or in any other way breach any of the provisions of this Agreement.

- 9.2.4 Any statement, representation or warranty given by the Distributor are untrue or misleading in any material respect or omits material information.
  - 9.2.5 the Distributor does not comply with any domestic or international law or regulation governing the operation of this service.
  - 9.2.6 the Distributor exceeds their authority under this Agreement.
  - 9.2.7 the Distributor, or any owner, officer or director thereof, is convicted of or pleads guilty or no contest to a felony or any crime related to the business of handling money, including money transmission.
  - 9.2.8 the Distributor assigns or delegates or attempts to assign or delegate their rights, duties or obligations under this Agreement.
  - 9.2.9 BITREFILL considers it necessary to terminate the Agreement based on grounds of business and economic prudence.
- 9.3 Either Party may terminate this Agreement at will and without cause by giving sixty (60) days prior written notice. However, in the event of a breach by either Party of the terms and conditions under this Agreement, the party not in default/breach has the right to terminate this Agreement and claim for actual damages from the Party in breach.
- 9.4 Notwithstanding anything contained in this Agreement, the Distributor's termination of this Agreement before one (1) year from the first billing date under this Agreement, except by means of a termination under clause 14.5 of this Agreement, does not waive off COMPANY'S obligation to pay the fees as mentioned in Clause 9.1 of this Agreement for such remaining period of the first anniversary of the first billing date under this Agreement.
- 9.5 Upon termination, any amounts due by the Distributor must be paid to BITREFILL within 15 days. BITREFILL may use any remaining funds in the Distributor Balance to offset such debts. Within 15 days following the payment by the Distributor of any amounts due to BITREFILL, BITREFILL shall return to the Distributor any remaining funds still in Distributor Balance.

## 10 **LIABILITY**

- 10.1 BITREFILL shall not be liable for any loss of profits, loss of business, depletion of goodwill or similar losses or pure economic loss or for any special, indirect or consequential loss costs, damages, charges or expenses however arising.
- 10.2 The Distributor shall indemnify and hold BITREFILL and its affiliates and their respective shareholders, members, directors, officers, employees and agents harmless from and against any and all claims, actions, losses, liabilities, damages, settlements, judgments, costs and expenses arising directly or indirectly out of or in connection with this agreement.

## 11 **REPRESENTATION AND WARRANTIES**

- 11.1 Each Party represents and warrants to the other Party on the Agreement Date and throughout the Initial Term of this Agreement that:
  - 11.1.1 It is authorized in good faith under the laws of their respective jurisdiction to enter into and execute this Agreement.
  - 11.1.2 Parties have full authority and corporate power to enter into this Agreement and to perform its obligations under this Agreement. This Agreement represents a valid obligation of the Parties and is fully enforceable.

- 11.1.3 The performance under this Agreement shall not violate any applicable law or regulation or any agreement to which it may hereafter be bound.
  - 11.1.4 The Representative or any employee of both Parties shall not be a party to any pending litigation that will affect the performance of this Agreement.
  - 11.1.5 Parties will comply with the terms of this Agreement, with the rules and with all the applicable laws and regulations.
- 11.2 The Platform is being delivered to the Distributor "AS IS" and BITREFILL makes no warranty as to its use or performance. BITREFILL DOES NOT AND CANNOT WARRANT THE PERFORMANCE OR RESULTS DISTRIBUTOR MAY OBTAIN BY USING THE PLATFORM. BITREFILL MAKES NO WARRANTIES CONDITIONS, REPRESENTATIONS, OR TERMS (EXPRESS OR IMPLIED WHETHER BY STATUTE, COMMON LAW, CUSTOM, USAGE OR OTHERWISE) AS TO ANY MATTER INCLUDING WITHOUT LIMITATION NONINFRINGEMENT OF THIRD PARTY RIGHTS, MERCHANTABILITY, INTEGRATION, SATISFACTORY QUALITY, OR FITNESS FOR ANY PARTICULAR PURPOSE.

## 12 **ACCOUNT MANAGERS**

- 12.1 Each of the Parties shall appoint an account manager who, from the Commencement Date, shall serve as each such party's primary representative under this Agreement provided that the identity of such manager may be changed by either party upon notice to the other party.

## 13 **DATA PROTECTION**

- 13.1 Each party agrees that, in the performance of its obligations under this Agreement, it will comply with the provisions of any applicable data protection legislation.
- 13.2 The Distributor warrants and undertakes to BITREFILL that:
  - 13.2.1 it has in place appropriate technical and organisational (including security) measures to protect Personal Data;
  - 13.2.2 it has in place procedures so that authorised persons granted access to Personal Data will maintain the confidentiality and act only on Distributor's instructions;
  - 13.2.3 it will and authorised persons will process Personal Data solely for the purpose of complying with the Distributors obligations under this Agreement;
  - 13.2.4 it shall not disclose or transfer or process Personal Data save in accordance with the data protection laws of the country in which the Distributor is established;
- 13.3 Where applicable, the Distributor will comply with all BITREFILL instructions in relation to any data protection legislation.
- 13.4 The Distributor shall fully indemnify and keep BITREFILL indemnified against any claims, losses, penalties and damages arising or resulting from or in connection with any breach by the Distributor of the terms of this clause, the use by the Distributor of any Personal Data other than in accordance with the terms of this Agreement and/or any breach by the Distributor of the data protection laws of the country in which the Distributor is established.

## 14 **CONFIDENTIALITY**

- 14.1 Each party agrees and undertakes that during the term of this Agreement and thereafter it shall keep confidential and shall not use for its own purposes, nor without the prior written consent of the other party disclose to any third party, any Confidential Information unless the information is public knowledge or already known to that party at the time of disclosure or subsequently becomes public knowledge other than by breach of this Agreement or subsequently comes lawfully into the possession of that party from a third party.
- 14.2 To the extent necessary to implement the provisions of this Agreement, each party may disclose Confidential Information to those of its employees as may be reasonably necessary or desirable, provided that, before any such disclosure, each party shall make those employees aware of its obligations of confidentiality under this Agreement and shall at all times procure compliance by those employees with them.

## 15 **FORCE MAJEURE**

- 15.1 The obligations of each party under this Agreement shall be suspended during the period and to the extent that such party is prevented or hindered from complying with them by any cause beyond its reasonable control including strikes, act of God, war, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, fire, flood, storm and/or any other cause beyond the reasonable control of the party whose performance is affected.
- 15.2 In order to rely on this clause the party concerned shall give notice of suspension as soon as reasonably possible to the other party stating the date and extent of the suspension, its cause and expected duration. Performance must resume once the cause is removed. In the event that the cause continues for more than 3 months either party may terminate this Agreement with 7 days' notice.

## 16 **ENTIRE AGREEMENT**

- 16.1 This Agreement constitutes the entire understanding between the parties with respect to the subject matter of this agreement and supersedes all prior agreements, negotiations and discussions between the parties relating to it.

## 17 **AMENDMENTS**

- 17.1 Except as detailed in this Agreement, no amendment or variation of this Agreement shall be effective unless in writing and signed by a duly authorised representative of each of the parties to it.

## 18 **ASSIGNMENT**

- 18.1 The Distributor shall not, without the prior written consent of BITREFILL assign, transfer, charge or deal in any other manner with this agreement or its rights under it or part of it, or purport to do any of the same, nor subcontract any or all of its obligations under this Agreement.



19 **WAIVER**

19.1 The failure of a party to exercise or enforce any right under this Agreement shall not be deemed to be a waiver of that right, nor operate to bar the exercise or enforcement of it at any time or times thereafter.

20 **SEVERABILITY**

22.1 If any provision of this Agreement is held not to be valid but would be valid if part of the wording were deleted or modified, then such provision shall apply with such deletion or modification as may be necessary to make it enforceable.

21 **GOVERNING LAW AND JURISDICTION**

21.1 This Agreement shall be governed by and construed in accordance with the laws of Sweden and each party hereby irrevocably submits to the exclusive jurisdiction of the Swedish courts.

21.2 Both parties acknowledge that any and all disagreements arising in connection with this agreement shall at first resort be settled in a mutual spirit of cooperation and good faith.

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This Agreement – including Attachment A and B – is signed for and on behalf of:

**AIRFILL PREPAID AB:**

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*Sergej Kotliar*  
CEO

**DISTRIBUTOR**

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*Name and position:*

## ATTACHMENT A

*DISTRIBUTION FEES, PRICING, TERMS, CLAIMS*

*This attachment A may be subject to change from time to time. Any future updated version of the attachment will be named "Addendum" and must be signed by both parties to be valid.*

**Fees and Commissions:**

- No Distributor start-up, service, integration or "monthly minimum" fees or charges are to be applied by BITREFILL;
- The Distributor shall be entitled to a commission on sales in the amount of 1% of the total value of Products sold by Distributor.

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**Terms**

- Payment terms: Customer executes payment through the Platform and BITREFILL receives such payments directly, without intervention or custody from the Distributor.
- Any commissions to be paid by BITREFILL to the Distributor shall be invoiced by the Distributor according to BITREFILL instructions.

**Claims**

- All transactional claims must be directed to BITREFILL within 30 days, starting from the day the transaction is deemed complete.
- An example: Transaction completion date is June 12<sup>th</sup>. All claims regarding the transaction must then be directed to BITREFILL latest July 12<sup>th</sup> to be valid.
- Claims may not be directed to BITREFILL regarding any transactions after the 30 days deadline, regardless of reason.



ATTACHMENT B  
BITREFILL BANK DETAILS

*Kindly always specify full customer/user id when completing a transfer*

**EUR PAYMENTS**

Beneficiary: Airfill Prepaid AB, Regeringsgatan 65, 111 56 Stockholm, Sweden

IBAN: SE49 8000 0832 7923 7679 4042

BIC / SWIFT: SWEDSESS

**USD PAYMENTS**

Beneficiary: Airfill Prepaid AB, Regeringsgatan 65, 111 56 Stockholm, Sweden

IBAN: SE84 8000 0832 7913 7028 6880

BIC / SWIFT: SWEDSESS

**BTC PAYMENTS**

Beneficiary: Airfill Prepaid AB, Regeringsgatan 65, 111 56 Stockholm, Sweden

BTC ADDRESS: Please ask BITREFILL team for instructions

ATTACHMENT C  
KNOW YOUR CUSTOMER INFORMATION

The Distributor shall provide to BITREFILL, upon execution of this Agreement, the following information (if not provided elsewhere in this Agreement):

- Company's name
- Jurisdiction formed in
- Company Registration Number
- Tax Identification Number
- Registered Address for Company
- Actual office address (if different from registered address)
- List of countries of operation
- Ownership structure (who are the ultimate beneficial owners, i.e., individuals with, directly or indirectly, more than 10% of the company)