



## Terms and Conditions

### **AFFILIATE AGREEMENT Updated: 04/08/24.**

These terms and conditions constitute a legally binding agreement made between you, whether personally or on behalf of an entity (“you”, “your”) and RealToken, LLC. (“Company”, “we”, “us”, or “our”), concerning your participation and access to the RealT affiliate program.

By submitting the online application, you are required to accept and comply with these Terms and Conditions. You agree, that by accessing our Site and/or the Securities Offerings, and participating in this program, you have read, understood, and agree to be bound by all of these Terms and Conditions stated herein. IF YOU DO NOT AGREE WITH ALL OF THESE Terms and Conditions, THEN YOU ARE EXPRESSLY PROHIBITED FROM PARTICIPATING IN THIS PROGRAM. By submitting your application, you are agreeing that you have read and understand the terms of this agreement and that you agree to be legally responsible for compliance with each term and condition as stated.

### **1. Overview**

This Agreement contains the complete terms and conditions that apply to you becoming an affiliate in RealT's Affiliate Program. The purpose of this Agreement is to allow HTML linking between the RealT website and your website or your other social networking channels or posts (together, your “Sites”). For further clarity, please note that throughout this Agreement, "we," "us," and "our" refer to RealT, and "you," "your," and "yours" refer to the affiliate. Applicants who are accepted into the RealT Affiliate Program will each receive a unique referral hyperlink (a “Link”) that they can post on their Sites and share with potential affiliated customers to earn bonus rewards.

### **2. Eligibility**

The RealT Affiliate Program is open only to any “non-U.S. person” located outside of the

United States who has purchased at least one RealToken affiliated with RealToken International (S) LLC. Program participants and any affiliated customers (including Lifetime Customers) made therefrom must all be non-U.S. persons. Failure to adhere to these geographical limitations may result in removal from the program and suspension of its benefits.

For purposes of this Agreement, a “non-U.S. person or entity” is any natural person who is not a resident of, or located in, the United States, and partnership or corporation that is not organized or incorporated under the laws of, or located in, the United States, and any trust of which all of the trustees are not residents of, or located in, the United States.

### **3. Enrollment and Affiliate Obligations**

3.1. To begin the enrollment process, you will apply electronically on the RealT.co website by reviewing and agreeing to the terms and conditions of this Agreement. RealT reserves the right to cancel your participation in the Affiliate Program at any time at our sole discretion. To protect the values of our firm and for the protection of our community members, we expressly state that we may cancel this Agreement with you if we determine that your Sites are unsuitable for our Affiliate Program, including if they:

- Promote sexually explicit materials.
- Promote violence.
- Promote discrimination based on race, sex, religion, nationality, disability, sexual orientation, or age.
- Promote illegal activities.
- Incorporate any materials which infringe or assist others to infringe on any copyright, trademark or other intellectual property rights or to violate the law.
  - Include "RealT," "RealToken" or variations or misspellings thereof in your website domain name.
- Are otherwise in any way unlawful, harmful, threatening, defamatory, obscene, harassing, or racially, ethnically or otherwise objectionable to us in our sole discretion.
- Contain software downloads that potentially enable diversions of rewards from other affiliates in our program.
- Are designed, either explicitly or implicitly, in a manner which resembles our website, or leads customers to believe you are RealT or any other affiliated business.

#### **Important operational guidelines:**

RealT reserves the right, at any time, to review your placement and approve the use of your Link and require that you change the placement or use to comply with the

guidelines provided to you.

The maintenance and the updating of your Sites will be your responsibility. We may monitor your Sites as we feel necessary to make sure that you are operating in compliance with this Agreement.

It is entirely your responsibility to follow all applicable intellectual property and other laws that pertain to your Sites. You must have express permission to use any person's copyrighted material, whether it be a writing, an image, or any other copyrightable work. We will not be responsible (and you will be solely responsible) if you use another person's copyrighted material or other intellectual property in violation of the law or any third-party rights.

### **GUIDELINES RELATING TO AFFILIATE LINKS & AFFILIATED CUSTOMERS:**

This program is intended to help grow the RealT community that you have become a part of. It is not intended as a “family referral” program.

A - Not eligible for the affiliate program<sup>1</sup>:

1. An affiliate referral is not to be made to any member who is residing in your household. This categorization may include, but is not limited to, friends, family members such as your partner to whom you are married, your children, and extended family such as parents or siblings. Additionally, you are restricted from referrals for members for whom you are financially responsible and with whom you do not reside in the same household, such as children and parents.
2. The point of the affiliate referral program is to be used on a member's **own** network, and not any RealT channel — this shall include, but not be limited to, Telegram, Discord, Facebook, etc. Referral links posted on Company channels will be considered “non-qualifying” for the program. If this occurs, steps will be taken to remove the posting links, and your account will be tagged with a violation.
3. A referral will not be made for anyone using the same credit card or payment methods as their affiliate.
4. RealT Business Accounts may have Individuals and other Business Accounts as Affiliated Customers for purposes of the Program. Individual accounts may only have Individuals as Affiliated Customers for Purposes of the Program. Further, no referral will qualify if the customer has opened a RealT account prior to receiving

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<sup>1</sup> If such a registration is found to have occurred, the relationship and any associated referrals will be resolved according to the judgment of RealT and its representatives.

your referral link.

5. For affiliates who applied before the upcoming cutoff date (May 01, 2024), if a customer is considered an Affiliated Customer for you, that customer will cease to be your Affiliated Customer if they do not make any purchase for a period of one (1) year, dated from their last purchase.
6. For affiliates who applied on or after the upcoming cutoff date (May 01, 2024), if a customer is considered an Affiliated Customer for you, that customer will cease to be your Affiliated Customer one (1) year after the customer registered.
7. Gift card payments are not eligible for the affiliate program.
8. Only the first sale of a token is eligible for the affiliate program. "Wild" sales or other subsequent sales are not eligible.
9. No debt instrument-related products or offerings made by RealT or any of its affiliates will be eligible for the affiliate program and its referral rewards. RealT customers are encouraged to view the Offering Materials for any RealT purchase he or she makes to ensure acknowledgement and understanding of an offering or product's categorization.

#### B- Banning your account from the affiliate program:

If we find that you are in violation of any of our Affiliate Guidelines, you will be notified of RealT's action to restrict your action and remove eligibility via email. If a subsequent violation occurs, you will no longer be eligible to participate in the program.

1. As a RealT Tokenholder, you certify that you have one account, and that you have not created multiple accounts utilizing various email addresses in an attempt to garner referral credits for your own repayment.
2. Your Affiliated Customer cannot purchase on your behalf, transfer to your wallet, and receive a referral payment. If we detect that this is occurring, you will receive a warning email and we will freeze your commissions associated with this lifetime customer. We will also remove them as your Affiliated Customer.
3. Participants who accumulate more than two (2) violations of the program's policies and guidelines will be subject to permanent exclusion from this program. This measure is in place to ensure adherence to our standards and to maintain the integrity and effectiveness of our affiliate network.

As a member of the RealT community, you will be receiving newsletters of upcoming sales and events. It is intended as part of your affiliate program participation that you will make your best effort to share RealT news with others as we continue to work together to grow the RealT community.

#### **4. RealT Rights and Obligations**

- We have the right to monitor your Sites at any time to determine if you are following the terms and conditions of this Agreement. We may notify you of any changes to your Sites 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 Sites that we feel are necessary, we reserve the right to terminate your participation in the RealT Affiliate Program.
- RealT reserves the right to terminate this Agreement and your participation in the RealT Affiliate Program immediately and without notice to you should you commit fraud in your use of the RealT Affiliate Program or should you abuse this program in any way. If such fraud or abuse is detected, RealT shall not be liable to you for any bonus rewards for such fraudulent sales.
- This Agreement will begin upon your accepting its terms and providing your electronic signature on our RealT.co website, and will continue unless terminated hereunder.

#### **5. Termination**

Either you or we may end this 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. In addition, this Agreement will terminate immediately upon any breach of this Agreement by you.

#### **6. Modification**

We may modify any of the terms and conditions in the affiliate programs and Agreements at any time at our sole discretion, and changes shall be reflected on our website. Notifications of changes may occur via various means but specific emails to affiliate participants are not guaranteed and may not occur. Email notifications of changes may occur. Modifications may include, but are not limited to, changes in the payment procedures and RealT's Affiliate Program rules. If any modification is unacceptable to you, your only option is to end this Agreement. Your continued participation in RealT's Affiliate Program following the posting of the change notice or new Agreement on our Sites will indicate your agreement to the changes.

#### **7. Reward Program**

RealT will reward a Tokenholder participating in the Affiliate program with a cash

reward for each customer referred to the RealT.co website by an affiliate through the affiliate's Link who registers and completes a purchase on the RealT.co website of one or more RealTokens of a Series of RealToken, LLC.

The reward offered will consist of, but is not limited to, a cash payment to the affiliate equal to two percent (2%) of the dollar amount of RealTokens purchased by the referred customer. RealT reserves the right to change the reward rate at any time (which change shall not alter the effective rate for any RealTokens already purchased by a referred customer) and may offer from time to time, as and when posted on the RealT.co website, special rewards including, but not limited to, special program cash back offers, access to special RealT events, and early notice of upcoming lists on the RealT.co website.

## **8. Program Restrictions**

When sharing an affiliate link, you must disclose in a clear, public, and persistent manner the fact that you, as the affiliate, may earn a bonus reward on purchases made by individuals and businesses who register on [RealT.co](https://RealT.co) for a period after following that link. Failure to disclose this fact in the stated manner may result in sanction, including, but not limited to, loss of bonus reward, customer affiliation, or Affiliate status, at RealT's sole discretion.

You are free to promote your own Sites, but any promotion or advertisement that mentions RealT and/or its Affiliate Program could be perceived by the public or the press as a joint effort and may be subject to restrictions as a form of prohibited advertising. These promotions or advertisements include but are not limited to Google Ads or other advertising commonly referred to as "spamming." Both are considered unacceptable forms of advertising to us and could cause subsequent damage to our name. If RealT finds the nature of the advertisements or promotions as being contrary to the spirit of its Affiliate Program, RealT reserves the right to suspend, limit, or terminate participation in the program and the receipt of rewards, at its sole discretion.

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 share news about RealT so long as the recipient is already a customer or subscriber of your services or Sites, and recipients have the option to remove themselves from future mailings. Also, you may post to newsgroups to share news about RealT so long as the news group specifically welcomes commercial messages. At all times, you must clearly represent yourself and your Sites as independent from RealT. If it comes to our attention that you are spamming, we will consider that cause for immediate termination of this Agreement and your participation in the RealT Affiliate Program. Any pending balances owed to you will not be paid if your

account is terminated due to such unacceptable advertising or solicitation.

Affiliate 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-under” to consumers from the time the consumer clicks on a qualifying link until such time as the consumer has fully exited RealT’s site (i.e., no page from our site or any RealT’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 affiliate and non-affiliate reward 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, popups, reward tracking cookies to be put in place or other reward 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 reward tracking cookies through loading of RealT’s site in IFrames, hidden links and automatic pop ups that open RealT’s site; (d) targets text on websites, other than those websites 100% owned by the application owner, for the purpose of contextual marketing; (e) removes, replaces or blocks the visibility of Affiliate banners with any other banners, other than those that are on websites 100% owned by the owner of the application.

## **9. Content Creators**

A Content Creator is an influential individual or entity celebrated for their engaging presence and impactful voice across various social media platforms. They specialize in producing high-quality, informative content that resonates with a community interested in blockchain, finance, passive income, cryptocurrency, real estate investment, among other subjects.

Criteria to be assimilated as Content Creator in our affiliate program:

1. **Community Presence:** Maintains an active and growing community with a minimum reach of 2,500 followers or subscribers across any combination of platforms which shall include, but is not limited to YouTube, X (Twitter), LinkedIn, Facebook, Instagram, TikTok, Telegram, Discord, Superwave, Reddit, etc.
2. **Engagement and Influence:** Demonstrates consistent engagement with their audience, evidenced by likes, comments, shares, and other forms of interaction that indicate a connection with their community.
3. **Diverse Content:** Regularly produces a variety of content types, such as videos, articles, social media publications, blog posts, podcasts, or live streams, that mention RealT.
4. **Authenticity and Transparency:** Builds trust with their audience through honest and transparent communication, including the disclosure of their RealT's affiliate link when promoting or discussing RealT products and services.

5. Regulatory Compliance: Adheres to all applicable laws and regulations regarding promotions and endorsements, including clear disclosures in line with our affiliate program guidelines.

Exclusions:

Content Creators are prohibited from using RealT's official channels for self-promotion of their own communities (such as Telegram, Discord, Superwave, etc.) or for disseminating their referral links. Instead, they are permitted to share their original content creation exclusively within the specially designated Telegram/Discord sub-channels provided by RealT. Furthermore, Content Creators must not engage in any spammy or unethical promotional practices. It is imperative that they uphold the integrity of their content and avoid any misleading promotional tactics that could potentially damage the trust established with their community or tarnish the reputation of RealT.

## **10. Grant of Licenses**

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 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 for one year, to the extent that you are a member in good standing, and conditional on results of RealT's Affiliate Program. You agree that all uses of the Licensed Materials will be on behalf of RealT and the good will associated therewith will insure to the sole benefit of RealT.

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 Agreement, each party retains all right, title, and interest to its respective rights and no right, title, or interest is transferred to the other.

## **11. Disclaimer**

REALT MAKES NO EXPRESS OR IMPLIED REPRESENTATIONS OR WARRANTIES REGARDING REALT SERVICE AND WEBSITE OR THE PRODUCTS OR SERVICES PROVIDED THEREIN, ANY IMPLIED WARRANTIES OF MARKETABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT ARE EXPRESSLY DISCLAIMED AND EXCLUDED. IN ADDITION, 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.

## **12. Representations and Warranties**

You represent and warrant that:



- This Agreement has been duly and validly executed and delivered by you and constitutes your legal, valid, and binding obligation, enforceable against you in accordance with its terms;
- You have the full right, power, and authority to enter into and be bound by the terms and conditions of this Agreement and to perform your obligations under this Agreement, without the approval or consent of any other party;
- You are not a resident of the United States or otherwise a “U.S. Person,” as that term is defined in Rule 501(a) of Regulation D promulgated under the Securities Act of 1933.
- You hereby certify that you are in full observance of, and not in violation of, the laws of the jurisdiction in which you reside and of each of the jurisdictions into which you may send a Link in connection with your participation in the RealT Affiliate Program, including (i) the legal requirements within your jurisdiction and in any jurisdiction where you intend to send a Link to solicit purchasers of RealTokens for the offer and sale of securities and deemed security tokens, (ii) any foreign exchange restrictions applicable to such offers and sales, (iii) any governmental or other consents that may need to be obtained, and (iv) the income tax and other tax consequences, if any, that may be relevant to the receipt of rewards under this Agreement.
- You are not required to obtain any licenses or registrations under applicable law, including the rules and regulations of any self-regulatory organization with competent jurisdiction, to participate in the RealT Affiliate Program as contemplated hereunder, and you will promptly obtain such licenses and registrations if you determine that any of them are necessary in order to act as an affiliate and receive rewards hereunder.
- You have sufficient right, title, and interest in and to the rights granted to us in this Agreement.
- You acknowledge that RealT is entering into this Agreement in reliance on the representations, warranties, and agreements contained herein. You shall give prompt notice to RealT of the occurrence of any event that may affect the accuracy of any representation, warranty, or agreement; provided that such notice shall not relieve you from your obligations hereunder or prevent any party from seeking an appropriate remedy.

### **13. Limitations of Liability**

WE WILL NOT BE LIABLE TO YOU WITH RESPECT TO ANY SUBJECT MATTER OF THIS 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 AGREEMENT, IN NO EVENT SHALL REALT'S CUMULATIVE LIABILITY TO YOU ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER BASED IN CONTRACT, NEGLIGENCE, STRICT LIABILITY, TORT OR OTHER LEGAL OR EQUITABLE THEORY, EXCEED THE TOTAL REWARDS PAID TO YOU UNDER THIS AGREEMENT.

#### **14. Indemnification**

You hereby agree to indemnify and hold harmless RealT, and its subsidiaries and affiliates, 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 misrepresentation of a representation or warranty or breach of a covenant and agreement made by you herein, or (ii) any claim related to your Sites, including, without limitation, content therein not attributable to us.

#### **15. Confidentiality**

All confidential information, including, but not limited to, any business, technical, financial, and customer information, disclosed by one party to the other during negotiation or the effective term of this Agreement which is marked "Confidential," will remain the sole property of the disclosing party, and each party will keep in confidence and not use or disclose such proprietary information of the other party without express written permission of the disclosing party.

#### **16. Data Security**

You agree to comply with all applicable data protection laws regarding the transmission of data exported to or from the United States or the country in which you reside, including without limitation, the General Data Protection Regulation 2016/679 of European Parliament and of the Council of 27 April 2016 (the "GDPR"). You agree to promptly assist RealT in complying with any data subject rights request under the GDPR that RealT may receive from any individuals referred to RealT by you. You further agree to promptly assist RealT in complying with any duties to cooperate with supervisory authorities under the GDPR.

#### **17. Miscellaneous**

- You agree that you are an independent contractor, and nothing in this Agreement will create any partnership, joint venture, agency, franchise, sales representative, or employment relationship between you and RealT. You will have no authority to make or accept any offers or representations on our behalf. You will not make any statement, whether on Your Site or any other of Your Site or otherwise, that

reasonably would contradict anything in this Section.

- Neither party may assign its rights or obligations under this Agreement to any party, except to a party who obtains all or substantially all of the business or assets of a third party.
- This Agreement shall be governed by and interpreted in accordance with the laws of the State of Florida without regard to the conflicts of laws and principles thereof.
- You may not amend or waive any provision of this Agreement unless in writing and signed by both parties.
- This Agreement represents the entire agreement between us and you, and shall supersede all prior agreements and communications of the parties, oral or written.
- The headings and titles contained in this Agreement are included for convenience only, and shall not limit or otherwise affect the terms of this Agreement. ➤ If any provision of this Agreement is held to be invalid or unenforceable, that provision shall be eliminated or limited to the minimum extent necessary such that the intent of the parties is effectuated, and the remainder of this agreement shall have full force and effect.