

GO-FUND'S SALES PARTNER AGREEMENT

Version 1-2-0

THE TERMS AND CONDITIONS IN ORDER TO BECOME A SALES PARTNER OF "GO-FUND MANAGEMENT AND FINANCING LTD" ARE SUBJECT TO THIS SALES PARTNER AGREEMENT (HEREINAFTER THE "**AGREEMENT**", OR "**TERMS**"). THIS AGREEMENT IS ENTERED INTO BY AND BETWEEN THE PERSON/ENTITY INTENDING TO ENGAGE ON THE SALE OF AND/OR TRANSACTIONS WITH GO-FUND COINS (HEREINAFTER THE "**PARTNER**" OR "**YOU**") AND "GO-FUND MANAGEMENT AND FINANCING LTD" (HEREINAFTER THE "**COMPANY**" OR "**GO-FUND**"). EACH PARTNER AND THE COMPANY ARE REFERRED INDIVIDUALLY TO AS A "PARTY"; AND TOGETHER AS THE "PARTIES".

1. OBJECT OF THE AGREEMENT

The object of the herein Agreement is the appointment of the Partner by GO-FUND as an authorized promoter of the GFC (hereinafter referred to as the "**Product**"; "**GO-FUND Coins**", "**Coins**", or "**GFC**"). This right is non-exclusive, non-transferable and inalienable. Upon reading and accepting to be bound by the herein terms and conditions of the herein Agreement, when registering in GO-FUND's website www.go-fund-ico.com, the Partner is deemed to have been appointed by GO-FUND as the latter's sales Partner, subject to fulfillment of the conditions set forth in clauses II a) and II b) hereto and pursuant to the terms and conditions of this Agreement.

2. PARTNER'S OBLIGATIONS

- a) The Partner hereby acknowledges that he/she/it is aware of the national applicable laws and regulations concerning cryptocurrencies and ICO, and that purchasing and promoting the GFC might not be legally recognized or



- might be illegal or unregulated according to the laws and regulations applicable to him/her/it and that he/she/it is aware of the risks thereof;
- b) The Partner has the obligation to be informed and evaluate the relevant legislation, applicable to him/her/it and is not allowed to purchase the Product or act as a Partner within the meaning of this Agreement, if there are any legal restrictions concerning the purchasing or handling of cryptocurrency applicable to him/her;
 - c) If the abovementioned requirements or any other requested by GO-FUND in any time are fulfilled, the Partner is appointed to promote the Product;
 - d) The Partner shall actively seek new Customers (Customer shall be understood as a person purchasing the Product). Acquiring new Customer occurs whenever a potential customer purchases the Product (and the transactions are accepted and finalized by GO-FUND) encouraged by the Partner by sending the corresponding link to the potential customer, which allows the potential customer to proceed with the purchase of the Product. This is to be done by sending a link generated from the Partner's account on the GO-FUND website "www-go-fund-ico.com" (hereinafter referred to as the "**Website**") by choosing the option "share the link" (hereinafter referred to as the "**Link**");
 - e) The Partner shall maintain good relations with the existing Customers and Partners;
 - f) The Partner shall accurately inform the potential customers about the current prices. The prices of the Product are will be listed on the Website;
 - g) The Partner is obliged to cooperate with GO-FUND to the fullest extent and to act within established guidelines (if applicable);
 - h) The Partner is obliged to act in the best interest of the marketing of the Product;
 - i) Partner agrees to bear any expenses with regard to his activities associated with the promotion of the GFC;
 - j) The Partner is not appointed to directly represent GO-FUND. The Partner is appointed for the sole and exclusive purpose of promoting the Product to potential customers, and to accurately inform the latter about its characteristics. It is clarified that the decision to finalize a transaction with



the potential customer proposed by the Partner shall be at GO-FUND's sole discretion. The Partner is explicitly not allowed to influence or decide about entering into transaction with the new Customer, nor to try to influence this decision in any way, nor to oblige GO-FUND to accept the transaction with the new Customer, unless directly appointed by GO-FUND (by a written notice) to take such decision;

- k) The Partner is not allowed to take any sort of payments or other consideration from the potential customers or the new Customers;
- l) All promotion activities under this Agreement shall be undertaken personally by the Partner, unless an express written consent of GO-FUND is given. Appointment of new employees or agents by the Partner to carry out those activities is explicitly prohibited, unless a prior written consent of GO-FUND is given;
- m) The Partner shall inform about any complaints made to him/her/it by the Customers without any delay. The Partner shall not address these complaints personally;
- n) Partner is obliged to provide to GO-FUND written reports of his/her/its activities upon request.

3. GO-FUND OBLIGATIONS

- a) GO-FUND will take reasonable steps to provide the Partner with information and necessary support in order to effectively promote the sale of GFC;
- b) GO-FUND will take reasonable steps to inform the Partner about all significant changes related to the Product and its marketing which may affect the Partner's activities;
- c) All materials, documents and other objects provided to the Partner in order to facilitate the promotion of the Product shall remain property of GO-FUND;
- d) GO-FUND will take reasonable steps to provide free of charge training about the Product and the promotion possibilities, to which the Partner may participate subject to availability and other relevant circumstances.

However, the Partner does not have any claim to participate in such training.

4. INDEMNITY

The Partner shall indemnify GO-FUND and shall keep GO-FUND indemnified against all liabilities, losses, damages, costs or expenses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) suffered or incurred by GO-FUND arising out of or in connection with any claim made against it in relation to any breach by the Partner of the his/her/its obligations under the herein Agreement.

5. COMMISSION

The Partner is entitled to a commission (hereinafter the “**Commission**”) whenever GO-FUND enters into a transaction with a new Customer who was informed about GFC by the Partner and encouraged to purchase GFC by the Partner by sending him/her the Link, in accordance with clause II hereto. GO-FUND reserves the right to reject some of the potential customers proposed by the Partner – in such case the Partner shall not be entitled to any Commission.

The amount of the Commission to be received depends on the level in the GO-FUND’s commission model. Altogether there are 13 (thirteen) levels in the Commission model, with a total of 26% (twenty six percent) on commissions:

- a) Level 1: 9.0% (nine percent) of the price transferred (netto) by the Customer;
- b) Level 2: 5.0% (five percent) of the price transferred (netto) by the Customer;
- c) Level 3: 2.5% (two point five percent) of the price transferred (netto) by the Customer;
- d) Level 4: 2.5% (two point five percent) of the price transferred (netto) by the Customer;
- e) Level 5: 1.0% (one percent) of the price transferred (netto) by the Customer;



- f) Level 6: 1.0% (one percent) of the price transferred (netto) by the Customer;
- g) Level 7: 1.0% (one percent) of the price transferred (netto) by the Customer;
- h) Level 8: 1.0% (one percent) of the price transferred (netto) by the Customer;
- i) Level 9: 1.0% (one percent) of the price transferred (netto) by the Customer;
- j) Level 10: 0.5% (cero point five percent) of the price transferred (netto) by the Customer;
- k) Level 11: 0.5% (cero point five percent) of the price transferred (netto) by the Customer;
- l) Level 12: 0.5% (cero point five percent) of the price transferred (netto) by the Customer;
- m) Level 13: 0.5% (cero point five percent) of the price transferred (netto) by the Customer.

That is to say, the Partner who acquired a new Customer will get 9.0% (nine percent) of the price transferred (netto) by that Customer at the level 1 on the Partner's sales structure. If that Customer acquires a new Customer in the level 2, the Partner will receive 5.0% (five percent) of the price transferred (netto) by that Customer at the level 2 on the Partner's sales structure. Other levels shall be established in the same way, according to the rules set forth in this clause.

If the Customer/another Partner at a certain level in the downline of the Partner makes a purchase, the Commission mentioned above (depending on the level) will be credited with immediate effect to the USD (Dollars of United States of America) balance of the Partner.

The Partner can exchange the USD to BTC (cryptocurrency: Bitcoin) in order to have the amount of BTC balance transferred to his/her/its electronic wallet available in the Website (hereinafter the "**Partner's Balance**"). A withdrawal in USD is not possible without prior exchange to BTC. An amount below 0.2 BTC will be transferred to the Partner's Balance in the period of time that GO-FUND aims at according to the Whitepaper and other documents posted on the Website. Please note that it may take up to 24 hours, depending on the corresponding

exchanger or Balance, until the amount is credited to the Partner's Balance. However, in cases out of GO-FUND's control, the period of time may be extended.

Moreover, for amounts above 0.2 BTC, it is required to await a confirmation by the administrators of the Website and the Coins for security reasons. Only one withdrawal can be requested within 24 hours.

If the Coin Purchase Agreement concluded between GO-FUND and the Customer acquired by the Partner is cancelled, revoked or declared void, the Partner does not have any right to the Commission. If the Partner has already received Commission, it shall be returned.

6. INCENTIVES

The Partner may also be awarded incentives (hereinafter referred to as the **"Incentive"** or **"Prize"**) for creating an account on the Website, purchasing and/or promoting the Product. Each Prize can only be won once per account and per Partner. It is possible though, to qualify for a higher level Prize. Incentives cannot be exchanged for cash or other compensation. The competition for the Prizes is open to all natural persons over the age of 18, as well as to legal persons. The incentives program starts on 22 November, 2018 and ends on 23 January, 2019. Details, conditions, modifications and explanations of the Incentives will be communicated on the Website, subject to potential amendments from time to time, and are binding. Each Incentive can be awarded until the predefined amount of the Incentives is reached or exhausted. GO-FUND reserves the right to withdraw at any time from the Incentives program or to add, change or modify the terms and conditions of such Incentives at any time, upon duly informing the Partner. GO-FUND expressly disclaims any and all responsibility, to the fullest extent permitted by the applicable law, for lacking of the capacity to award the abovementioned Incentives.

The Partner shall not receive any salary or other type of benefits for fulfilling his/her/its rights and obligations set out in this Agreement other than the abovementioned Commission and Incentives.

7. TERM OF THE AGREEMENT

The Agreement shall commence immediately upon the registration of the Partner on the Website, and upon reading and accepting the terms and conditions of the Agreement, and shall continue until terminated. Termination of this Agreement can be made by (i) either the Partner of GO-FUND by sending a termination notice 1 (one) month prior to the intended date of termination; or (ii) after 2 (two) years of complete inactivity of the Partner; or (iii) upon sale of all available Products, whichever is sooner.

Notwithstanding the termination provisions mentioned above, either Party has the right to terminate this Agreement at any time, upon immediate written notice, in the event that the other Party substantially breaches the terms, conditions and provisions set forth in this Agreement.

GO-FUND may also terminate the Agreement upon immediate notice when – including, but not limited to: (i) the Partner is unable to promote the Product; or (ii) there is a reasonable ground to lose the trust or reliance on the Partner; or (iii) if the Partner starts an insolvency procedure.

After termination of the Agreement, the Partner is obliged to return all documents, information of the Customers and all other items and assets owned by GO-FUND.

8. RISK DISCLAIMER

GO-FUND EXPRESSLY DISCLAIMS ANY AND ALL RESPONSIBILITY, TO THE FULLEST EXTENT PERMITTED BY THE APPLICABLE LAWS, FOR ANY DIRECT OR CONSEQUENTIAL LOSS OR DAMAGE OF ANY KIND WHATSOEVER ARISING DIRECTLY OR INDIRECTLY FROM: (I) RELIANCE ON ANY INFORMATION CONTAINED IN THIS DOCUMENT, (II) ANY ERROR, OMISSION OR INACCURACY IN ANY SUCH INFORMATION OR (III) ANY ACTION RESULTING THEREFROM. GO-FUND DISCLAIMS ALL IMPLIED WARRANTIES AS TO THE COINS, THE INCENTIVES AND THE COMMISSIONS. CONSEQUENTLY, GO-FUND DOES NOT WARRANT THAT THE COINS, THE INCENTIVES OR THE COMMISSIONS ARE CURRENT OR FREE OF ERRORS, NEITHER THAT THE MECHANISMS AND SYSTEMS WHICH ARE NECESSARY FOR THE DELIVERY, USAGE AND DISPOSITION OF THE COINS, THE INCENTIVES OR THE COMMISSIONS ARE FREE OF VIRUSES.

9. PERSONAL DATA

Each Party must ensure compliance with applicable national data protection laws at all times during the Term of the herein Agreement. The Partner shall ensure that personal data of both potential and new Customers (hereinafter the **“Personal Data”**) will be handled in the strictest confidence and in compliance with the provisions of Regulation (EU) 2016/679 (“GDPR”), as well as in accordance with the terms and conditions of the herein Agreement.

The Partner shall ensure that he/she/it handles the Personal Data fairly and lawfully, in compliance with all applicable laws, enactments, regulations, orders, standards and other similar instruments, and exclusively for the purposes set out in the herein Agreement. The Partner shall not retain any Personal Data for longer than is necessary to carry out his/her/its obligations under the herein Agreement. Any processing or transfer of Personal Data to third parties either within or outside the European Economic Area (EEA) is strictly forbidden, without the prior written consent of the Company, following explicit consent of the data subjects. The Partner shall be responsible for the security of transmission of Personal Data by using appropriate technical and organizational methods, in order to protect Personal Data in his/her/its possession against unauthorized or unlawful processing and against accidental loss, destruction, damage, alteration or disclosure. In any such event, the Partner is under a strict obligation to immediately notify the Company, in order to resolve the issue in accordance with the applicable national data protection laws.

In the event of a dispute or claim brought by a data subject or the competent Data Protection Authority regarding the maintenance and/or processing of Personal Data against either or both Parties, the Parties will inform each other about any such disputes or claims, and will cooperate with a view to settling them amicably in a timely manner.

Moreover, the Partner agrees that his or her personal information will be processed according to the established in GO-FUND, Privacy and Cookies Policy which is available in the Website. Therefore, the Partner acknowledges and agrees that in case of any discrepancies, conflict or contradiction between any other document(s) in the Website and the Privacy and Cookies Policy, the provisions of the Privacy and Cookies Policy will prevail.

10. CONFIDENTIALITY

The Partner agrees, both for himself/herself/itself and his/her/its officers, employees and other representatives and affiliated companies to keep confidential and not disclose in any case, both during the term of the Agreement and thereafter, any trade secrets, information about business relations, trade secrets, confidential information about the GFC, identity of both potential and new Customers, other GO-FUND Partners and, any other information, if disclosure of such information could be reasonably expected to be detrimental for GO-FUND.

The Partner is obliged to treat all the documents and information given by GO-FUND with strict confidentiality, unless the Partner is allowed by GO-FUND, following written permission by the latter, to disclose or present the foregoing to the potential or new Customers.

The obligations specified under this clause are binding even after termination of the Agreement and for five (5) years following termination of the Agreement. The Partner agrees to pay a penalty of 15,000.00 EUR (Fifteen thousand Euro) for every breach of the confidentiality obligation, even if his/her/its action was not negligent, within 14 (fourteen) calendar days after the written notification given by GO-FUND.

11. COMPETITION CLAUSE

During the duration of the Agreement, the Partner shall not directly or indirectly engage in or participate as an owner, partner, stockholder, officer, employee, director, agent of or consultant for any business competitive with GO-FUND, without the prior written consent of GO-FUND.

In case of breach of this duty, the Partner agrees to pay penalty of 15,000.00 EUR (Fifteen thousand Euro), even if his/her/its action was not negligent, within 14 (fourteen) calendar days after written notification by GO-FUND. If the Partner's breach is of a continuous nature, the Partner agrees to pay a penalty of 10,000.00 EUR (Ten thousand Euro) for every consecutive calendar month of breaching his/her/its duty.



12. PROTECTION OF GO-FUND NAME AND REPUTATION

The Partner hereby undertakes that he/she/it will take no action which is intended, or would reasonably be expected, to harm the name and reputation of GO-FUND or any of its affiliates or which would reasonably be expected to lead to unwanted or unfavorable publicity to GO-FUND or its affiliates. The Partner agrees to act in a manner that will reflect favorably on GO-FUND and its image, credibility, good name, goodwill and reputation.

13. DISPUTE RESOLUTION AND GOVERNING LAW

All questions concerning the construction, validity, enforcement and interpretation of this Agreement shall be governed by and construed and enforced in accordance with the laws of the Republic of Cyprus.

Any dispute, claim, suit, action, demands or proceeding arising out of or related to this Agreement (hereinafter "**Dispute**") will be resolved solely and exclusively through the competent Courts of Nicosia, of the Republic of Cyprus and in accordance with the Laws of the Republic of Cyprus. Further, a Dispute cannot be brought as a class or other type of representative action. GO-FUND reserves the right to change the jurisdiction of the Company at any time at its own discretion, as well as use any parent companies, subsidiaries and/or other affiliated companies for execution of this Agreement, upon duly notifying the Partner.

14. NOTICES

The Partner hereby agrees and acknowledges that all agreements, notices, disclosures and other communications that the Company provides to the Partner, pursuant to this Agreement or in connection with or related to Partner's purchase of Coins or acquisition of Customers, including this Agreement, may be provided by the Company, at its sole discretion, to Partner, in electronic form. Nevertheless, any communication that the Partner provides to the Company shall be sent in written form by post.

15. MISCELLANEOUS

- a) **Entire agreement.** The herein Terms constitute the entire agreement between GO-FUND and the Partner related to the promotion of GFC and supersedes all prior and contemporaneous understandings, negotiations, decisions and agreements, whether oral or written. By accepting to be bound by this Agreement, you are deemed to have read GO-FUND's WhitePaper, as well as all other related documents published in the Website; as well, you are aware of all risks and rules provided thereto.
- b) **Severability.** In the event that any term, clause or provision of this Agreement is found to be unlawful, void or unenforceable, then that term, clause or provision will be severable from this Agreement and will not affect the validity or enforceability of any remaining part of that term, clause or provision, or any other term, clause or provision of these Terms; therefore, the remaining provisions of this Agreement shall, nevertheless, be binding upon GO-FUND and the Partner. If the invalidity of any part, provision, representation or warranty of this Agreement shall deprive any party of the benefit intended to be conferred by this Agreement, the parties shall negotiate, in good-faith, to develop a structure the lawful economic effect of which is nearly as possible the same as the economic effect of this Agreement without regard to such invalidity.
- c) **Force majeure.** GO-FUND and its affiliates will not be liable for any delay or failure to perform any obligation under this Agreement to the extent that the breach is caused by circumstances outside of GO-FUND's direct control and for the period that those circumstances continue, including acts of God, labor disputes or other industrial disturbances, electrical, telecommunications, hardware, software or other utility failures, earthquake, storms or other elements of nature, blockages, embargoes, riots, acts or orders of government, acts of terrorism, or war, changes in blockchain technology (broadly construed), hackers' attacks of any sort, changes in the blockchain protocols or any other force outside of the



Company's control.

- d) **Independent contractors.** GO-FUND and the Partner are independent contractors, and neither Party, nor any of their respective affiliates, is an agent of the other for any purpose or has the authority to bind the other. This Agreement does not create any third-party beneficiary rights in any individual or entity. GO-FUND is not subject to any fiduciary obligations to the Partner. The grant of access to the Website, the promotion and the purchase of Coins does not create a relationship of employment, trust, agency or partnership between the Parties hereto.
- e) **Agreement assigns.** GO-FUND may assign any of its rights and obligations under this Agreement at any time, upon notifying the Partner. The Partner will not assign this Agreement, or delegate or sublicense any rights under this Agreement, without GO-FUND's prior written consent. Any assignment or transfer contrary to these terms will be void.
- f) **Waiver.** No failure or delay by a Party to exercise any right provided under this Agreement or by law shall constitute a waiver of that or any other right, nor shall it prevent or restrict the further exercise of that or any other right. No single or partial exercise of such right shall prevent or restrict the further exercise of that or any other right.
- g) **Amendment or Modification.** No amendment, modification, termination or waiver of any provision of this Agreement shall be effective unless it is made in writing form and is signed by the Company and the Partner., No consent or waiver on behalf of the Partner to or from any of the terms and provisions of this Agreement shall be effective unless it is duly signed by the legal representative of the Company. Any such waiver or consent shall be effective only with regard to the specific instance and for the specific purpose for which it is given.