

Premium Member Terms & Conditions:

Version: 1.01 (25th October 2021)

These Premium Member Terms and Conditions (the "Premium Member Terms and Conditions") are a legally binding agreement between you, the independent Premium Member, and RockRaise SIA, Mazā Nometņu street 28-1C, Riga, LV-1002, Latvia.

In the Terms and Conditions, we will refer to you as "you", RockRaise as "we", "us" or "RockRaise".

We reserve the right to change these terms and conditions from time to time.

§1. Application of these Terms

RockRaise provides its services exclusively on the basis of these Premium Member Terms and Conditions, which form a part of the General Terms and Conditions of RockRaise.

These terms and conditions apply as soon as you register as a Premium Member with RockRaise and accept and acknowledge these terms and conditions during the aforementioned registration process. If you do not wish to continue to be bound by these terms and conditions, please refrain from proceeding with the registration as a Premium Member.

§2. Subject matter of the agreement

- (1) RockRaise is an innovative undertaking providing its community a platform to support business projects by gaining shareholdings through the purchase of token packages.
- (2) The applicable benefits and respective chargeable prices of the Premium Member membership will be declared upon purchasing the membership online in the user account.
- (3) A Premium Member has, without any obligation to do so, the possibility to refer memberships with RockRaise to prospects. For this activity as an intermediary, the Premium Member receives commissions as per the valid Membership Compensation Plan and Product Compensation Plan.

It is not mandatory for this activity that the Premium Member makes any additional financial expenditures, that he/she purchases a minimum number of products from RockRaise or that the Premium Members is obligated to recruit distributors. All that is required is the Premium Member membership which includes not only consumer benefits but provides the Premium Member free of any additional charges the possibility to build an own distribution business with the available marketing tool of RockRaise.

- (4) The Premium Member explicitly does not receive any commission for the mere advertising of a new Premium Member. The commission as well as the manner of payment or other fulfilment of the commission claim shall be governed by the Compensation Plan applicable at that time.
- (5) RockRaise provides the Premium Member with an online back-office for the commencement and performance of its activities, which enables the Premium Member to have an up-to-date and comprehensive overview of its referrals and commissions.

§3. Registration and conclusion of the contract for the use of the platform

- (1) A contract may be concluded with a natural person or a legal entity (e.g. company) whose responsible person has reached legal age and are entrepreneurs in accordance with the applicable law and in possession of a business licence, if required.
- (2) The beneficial owners of a legal entity are personally liable to RockRaise for the conduct of the legal entity.
- (3) The Premium Member is obliged to complete the online registration process on <https://partner.rockraise.com> in full and in the correct manner. During the registration process the Premium Member accepts the applicable Terms and Conditions
- (4) Before receiving the gained referral commission the Premium Member will be requested to conclude a verification within the scope of a KYC process. RockRaise reserves the right to obtain further information from the Premium Member in individual cases.
- (5) The Premium Member is fully responsible for the legality and accuracy of the data disclosed upon registration and verification. Wrong or fraudulent information provided may result in consequences under civil law. In this case RockRaise reserves the right to block or terminate user agreements who disclose incorrect and fraudulent information.
- (6) The Premium Member is obligated to immediately report changes of their user data.
- (7) Only one account may be created per natural person or legal entity (e.g. business). Circumvention of this requirement by registering as a natural person

and additionally as legal entity (via a corporation, partnership or unincorporated firm) is prohibited. During the KYC process double accounts will be rejected and the first registration will be seen as the valid user account. RockRaise may, at its sole discretion, allow a Premium Member member to register additional Premium Member memberships on a case-by-case basis, but there is expressly no right to register more than one position. The Premium Member shall make such a request to RockRaise' Compliance Department.

- (8) The Premium Member is obligated to prevent access to his/her profile and the access information to a third party. The use of the account by a third party without a prior written consent is cause for a permanent blocking/termination of the user account.
- (9) A 2fa Authentication process has been implemented to assist with an even more secure login procedure.
- (10) The access information (email address and password) can freely be chosen during the registration process. Premium Members are obligated to keep these access information secure. In the event of an unauthorized access or use of the access information the Premium Member is obligated to immediately inform RockRaise at support@rockraise.com.
- (11) In the event that a password is forgotten or lost the Premium Member can recover such by the provided recovery process.
- (12) RockRaise reserves the right to refuse Premium Member registrations without giving reasons.
- (13) In the event of a breach of the obligations regulated in § 3 RockRaise is entitled, without prior warning, to terminate the Premium Member Agreement without notice and to reclaim any commissions paid out. In addition, RockRaise expressly reserves the right to assert further claims for damages in this case of termination without notice.
- (14) After receiving the access data, the Premium Member has access to the back-office with supportive information to assist him/her with referrals.

§4. Obligations of the Premium Member

- (1) In order to ensure proper operation of the use, certain duties of conduct must be observed, non-compliance with which may lead to disadvantages for the Premium Member - in particular to termination and the assertion of claims for damages on our part or on the part of third parties.

In particular, the Premium Member is obliged to

- act as independent selfemployed entity with a legal business license if required by its place of jurisdiction;
- refrain from pretending to be an employee or commercial agent/broker of RockRaise. There are no referral targets, acceptance, distribution or other activity obligations. The Premium Member shall not be subject to any

instructions from RockRaise other than contractual obligations and shall bear the full entrepreneurial risk of its business expenses and the obligation to properly pay expenses such as employees, taxes, etc.

- (2) As a Premium Member, the contractual partner is responsible for complying with the relevant legal provisions, including the requirements of tax and social law (e.g. obtaining a VAT identification number, registering its employees with social security, as well as for obtaining a business licence, if required). In this respect, the Premium Member assures to duly pay tax at his domicile on all commission income he earns in the course of his activities for RockRaise. RockRaise reserves the right to deduct from the agreed commission the respective amount for taxes and duties or to claim damages or reimbursement of expenses incurred by RockRaise due to a breach of the aforementioned requirements, unless the Premium Member is not responsible for the damage or expense. No social security contributions will be paid by RockRaise on behalf of the Premium Member.
- (3) The Premium Member is not authorised to make any declarations or enter into any commitments on behalf of RockRaise.
- (4) Ethical rules for dealing with potential clients
 - Our Premium Members advise their customers honestly and sincerely and clarify any misunderstandings about services, the business opportunity or other statements during a consultation.
 - At the customer's/prospect's request, a business conversation is waived, the conversation is postponed or a conversation that has begun is broken off in a friendly manner.
 - During a customer/prospect contact, the Premium Member informs the customer/prospect about all points concerning the services of RockRaise (e.g. intended use, nature, application) or also - at the request of the customer/prospect - the referral opportunity.
 - All information regarding the services of RockRaise must be comprehensive and truthful.
 - The consumer or potential customer will not be induced to purchase products or to refer RockRaise by dubious and/or misleading promises as well as by promises of special advantages.
 - A Premium Member shall not make any representations regarding its remuneration or the potential remuneration of other Premium Members. Furthermore, a Premium Member shall not guarantee compensation or create expectations.
 - A Premium Member shall not represent that RockRaise' compensation plan or benefits are approved, authorised or endorsed by any government agency, law firm or other third party.

(5) Ethical rules for dealing with Premium Members

- Premium Members shall always treat each other fairly and with respect. The aforementioned also applies to dealings with distribution partners of other network marketing companies, online Premium Members or other direct marketers.
- New members are truthfully informed about their rights and obligations. Information on possible turnover and acquisition opportunities shall be omitted.
- No verbal assurances may be made regarding RockRaise' services.
- Premium Members are not permitted to solicit Premium Members from other companies. Furthermore, Premium Members are not permitted to induce other Premium Members to change a distribution group (sponsor) within RockRaise.
- The obligations of the Premium Member Terms and Conditions must always be observed as ethical rules.

(6) Ethical rules for dealing with other companies

- RockRaise Premium Members shall always deal fairly and honestly with other companies in the network marketing, social selling or other direct marketing sectors.
- Systematic solicitation of Premium Members of other companies will be refrained from.
- Disparaging, misleading or unfair comparative statements about other companies' services or distribution systems are prohibited.
- Participation in the distribution systems of other companies that are in competition with us is prohibited.

§5. Obligations of the Premium Member in regards of advertising and general duties

(1) The Premium Member is obliged to prevent any unauthorised use of our platform by third parties using the Premium Members access data.

The Premium Member may not misuse rights or violate existing laws or act contrary to the rights of third parties, harassing third parties, insulting, threatening, scaring slandering, embarrassing third parties.

In particular, the Premium Member is not permitted to make false or misleading statements about RockRaise products, services or the distribution system of RockRaise. In the course of its referral activities, the Premium Member shall only make such statements about RockRaise products, services and distribution system as corresponded in content to the specifications by RockRaise' advertising and information materials.

Furthermore, the sending of unsolicited advertising e-mails, advertising faxes or advertising text messages (spam) is also prohibited. Furthermore, the misuse or performance of illegal acts, such as the use of unauthorised or unfair advertising (e.g. misleading statements) is prohibited. Likewise, misuse of RockRaise or its services is prohibited.

- (2) Any kind of third party payments to RockRaise or from RockRaise to the Premium Member are strictly prohibited. RockRaise will only accept payments if they are made by the Premium Member himself and on behalf of his own account. RockRaise may grant third-party payments in individual cases but only after a prior written approval by the Compliance Department of RockRaise.
- (3) At no point and on no advertising material may the Premium Member make or claim statements about his or her income or earning potential with RockRaise. There is always the obligation to expressly point out to potential Premium Member in the course of introductory discussions that only very few Premium Member can achieve a higher income with their referral work they conclude to recommend RockRaise.
- (4) Referral and marketing actions must not simulate commissions which are to be understood as a "bounty" or other commission in connection with the mere recruitment of a new distribution partner. No actions shall be taken which create the appearance that the advertised distribution system is an illegal distribution system, namely an illegal progressive pyramid scheme or pyramid scheme or otherwise a fraudulent distribution system. Neither may it be pretended that RockRaise distributes an investment or other financial investment or similar services itself or through third parties.
- (5) The Premium Member is prohibited from violating competition law in the course of his activities, from infringing the rights of RockRaise, its distribution partners, Premium Memberd companies or other third parties, from harassing third parties or otherwise violating applicable law. In particular, the prohibition of unauthorised telephone advertising and the sending of unsolicited advertising e-mails, advertising faxes or advertising SMS (spam) also applies.
- (6) Referral and marketing activities may not be directed at minors or inexperienced persons and shall under no circumstances exploit their age, illness or limited capacity to understand in order to induce consumers to conclude a contract. In the case of contacts with so-called socially weak or foreign-language groups of the population, the Premium Member shall take due account of their financial capacity and their ability to understand and comprehend the language. Everything is to be refrained from which could induce the members of such groups to place orders which are not appropriate to their circumstances.

- (7) No referral and marketing activities shall be undertaken which are inappropriate, illegal or unsafe or which exert undue pressure on the selected consumers.
- (8) Premium Members will only refer to testimonials, test results, testimonials or other individuals for business purposes to the consumer if they are officially authorised by both the referrer and RockRaise and are accurate and not out of date. Letters of recommendation, tests and personal references must also always be related to the intended purpose.
- (9) The consumer will not be induced to accept services by dubious and/or misleading promises, nor by promises of special benefits if these benefits are linked to future, uncertain success. Premium Members shall refrain from doing anything that could induce the consumer to accept the offer made merely in order to do the supplier a personal favour, to end an unwanted conversation or to enjoy a benefit that is not the subject of the offer or to show gratitude for the granting of such a benefit.
- (10) A Premium Member shall not represent that the RockRaise compensation plans or benefits are approved or authorised or endorsed by any governmental authority or deemed legally sound by any law firm.
- (11) The use, production and distribution of own referral documents, own internet pages, own product brochures, advertising videos or films or other independently created online or offline media as well as advertising material is only permitted to the Premium Member after prior consent by RockRaise. The advertising of RockRaise services via own or third party websites is also only permitted with RockRaise' prior consent. In the event that the Premium Member advertises RockRaise services on other internet media such as social networks (e.g. Facebook, Instagram, Google+), online blogs or chat rooms, the Premium Member may only ever use the official RockRaise advertising claims. Furthermore, when advertising on other internet media, the Premium Member must explicitly state that it is not an official RockRaise advertisement or presence. Furthermore, the services may not be presented by the Premium Member at trade fairs and exhibitions. The services of RockRaise may be presented revocably face-to-face, at home parties or events, online home parties, webinars or other online presentations by the Premium Members within the scope of the applicable law. The services may not be offered at auctions, public and private flea markets, swap meets, department stores, internet shops, internet markets such as eBay, Amazon or comparable referral places.
- (12) The Premium Member is obligated to identify himself/herself in business dealings as an independent RockRaise Premium Member. Internet

homepages, letterhead, business cards, car lettering as well as advertisements, advertising documents and the like must always show the addition "Independent RockRaise Premium Member". The Premium Member is furthermore prohibited from applying for and taking out loans, making expenditures, entering into obligations, opening bank accounts or entering into other contracts in the name of RockRaise for or in the interest of or on behalf of the Company.

- (13) All expenses, travel costs, office costs, telephone costs or other expenses for advertising materials are to be borne by the Premium Member.
- (14) The Premium Member is not entitled in business dealings to name brands of competing companies negatively, disparagingly or unlawfully or to judge other companies negatively or disparagingly.
- (15) All presentation, advertising, training and video/film materials, etc. (including photographs) are subject to copyright (including photographs), as well as software products, services and other self-developed services of RockRaise are protected by copyright. They may not be duplicated, distributed, made publicly available or edited, either in whole or in part, by the Premium Member without the express written consent of RockRaise beyond the contractually granted right of use. In particular, the distribution, duplication and publication of training materials (e.g. by uploading to YouTube or other internet media) is prohibited, as is the modification or editing of these training materials.
- (16) The use (or modification) of the RockRaise trademark of the registered brands, product names, work titles and business designations of RockRaise beyond the expressly provided advertising materials and other official RockRaise documents is also only permitted with express written consent. Furthermore, the registration of own trademarks, work titles, internet domains or other industrial property rights containing the RockRaise trademark or registered trademarks, product names, work titles or business designations of RockRaise is prohibited. The aforementioned also applies to trademarks, business designations or work titles for which RockRaise has an exclusive right of use. The aforementioned prohibition from paragraph (2) applies to identical as well as similar signs. The re-labelling / re-labelling of virtual services of RockRaise is also prohibited.
- (17) The Premium Member is not allowed to respond to press enquiries about RockRaise' services or the RockRaise compensation plan. The Premium Member is obliged to forward all press enquiries immediately to the email support@rockraise.com . The Premium Member will not otherwise make any public statements (e.g. television, radio, internet forums) about RockRaise, the

RockRaise range of services or the RockRaise distribution system without the prior written consent of RockRaise.

- (18) The Premium Member will report the location, time and content of promotional events aimed at the general public to RockRaise management in good time before the invitation is published. RockRaise can demand changes or even the abandonment of the event if this is necessary in the interest of the company and the RockRaise referral organisation.
- (19) Customer enquiries or complaints of any kind about the performance, service or remuneration system of RockRaise are to be forwarded immediately to RockRaise at the email address support@rockraise.com .
- (20) A Premium Member is always prohibited from selling or otherwise distributing its own training, marketing and/or referral materials to other RockRaise Premium Member without the prior written consent by RockRaise' Compliance Department.
- (21) A Premium Member may make an entry in the Yellow Pages. However, the content of such an entry must be approved in writing by RockRaise prior to publication and must include the words "Independent RockRaise Premium Member".
- (22) The use of toll telephone numbers to market RockRaise' business or products is not permitted.
- (23) RockRaise allows the Premium Member to purchase the services for personal use or the use of family members. Under no circumstances may the Premium Member induce his family members, other Premium Member or other third parties to purchase services at all beyond his own needs in order to create or pretend commission claims.
- (24) A Premium Member may re-register with RockRaise after terminating his/her old position. The condition is that the termination and the confirmation of the termination by RockRaise for the old position of the Premium Member is at least 6 months ago and that the terminating Premium Member has not performed any activities for RockRaise during this time.
- (25) The Premium Member may only promote and distribute services for RockRaise or recruit new Premium Member in those states that have been officially opened by RockRaise.
- (26) The Premium Member is obliged to inform RockRaise immediately and truthfully about violations of the rules of the Premium Member Terms and Conditions or other violations of applicable law by other Premium Members.

- (27) The Premium Member is prohibited from selling services and/or products for other companies, including network marketing companies, that are in competition with RockRaise.
- (28) The Premium Member is prohibited from soliciting other RockRaise Premium Members for the distribution of other products.
- (29) The Premium Member is also prohibited from violating other Premium Members or other distribution agreements that it has entered into with other companies and whose clauses are still in effect by entering into a Premium Member Agreement.
- (30) Insofar as the Premium Member is simultaneously active for other competitors, other companies or network, online marketing or other direct marketing companies, he undertakes to organise the respective activity (together with his respective downline) in such a way that no connection or mixing with his activity for the other company occurs. In particular, the Premium Member shall not provide services other than RockRaise services and/or offer services other than RockRaise at the same time at the same place or in the immediate vicinity or on the same website, Facebook page, other social media platform or internet platform, unless RockRaise has expressly approved this, for example because there is an official cooperation between RockRaise and this company.

§6. Premium Member Protection / Crossline Sponsoring / Bonus Manipulation

- (1) Any active Premium Member who acquires a new RockRaise member (Consumer, Affiliate or Premium Member) will have the new member assigned to its structure in accordance with the Marketing Plan and the placement requirements regulated therein (Premium Member Protection). The new member must be recruited via the referral link of the Premium Member and the date and time of registration will constitute the correct allocation of the new Premium Member. When other members claim the same members as their "newly" sponsored member, RockRaise will only consider the first initial registration taking the date and time into consideration.
- (2) RockRaise is entitled to delete the account and thus all personal data, including the email address of the Premium Member from the system, if advertising mailings, cover letters or emails with the notes "moved", "deceased", "not accepted", "unknown" or similar are returned and the Premium Member does not correct the incorrect data within a period of 30 days. If RockRaise incurs costs due to the undeliverable advertising mailings and packages, RockRaise

is entitled to reclaim the costs from the Premium Member, unless the Premium Member is not responsible for the faulty delivery.

- (3) Crossline sponsoring and even just the attempt to do so within the company is prohibited. Crossline sponsoring means the acquisition of a person or a company who is already a customer, Affiliate or Premium Member of RockRaise in another distribution line or who has had a membership within the last 6 months. It is also prohibited to use the name of a spouse, relative, trade name, corporation, partnership, trust or other third party to circumvent this provision.
- (4) If the Premium Member activates a second account in a Crossline/Sideline, RockRaise will block the second account and the commissions will be booked as unearned. Likewise, the downline created under the second account will remain in existence and will not be sub-structured to the first account. The date and time of receipt of the Premium Member's first registration application shall be decisive for determining the first account.
- (5) The Premium Member is prohibited from soliciting existing RockRaise members for other competitive businesses/companies and the attempt to do so alone is also prohibited. Solicitation means the acquisition of a person or a company, which is already a RockRaise member, no matter if own or crossline structures, for another and foreign competitive business/company. In this respect, it is also prohibited to use the name of a spouse, relative, trade name, corporation, partnership, trust or other third party to circumvent this provision.
- (6) Bonus manipulation is prohibited. This includes in particular the sponsoring of members who do not actually carry out the RockRaise distribution business (so-called straw men), as well as open or concealed multiple registrations. It is also prohibited to use the names of spouses, relatives, persons of the same household, trade names, corporations, partnerships, trusts or other third parties to circumvent this provision. It is also forbidden to induce third parties to sell or purchase services in order to achieve a better position in the compensation plan or otherwise bring about bonus manipulation. Should the Premium Member nevertheless violate this provision, the commissions for all affected accounts will be booked as unearned and the straw man accounts will be cancelled as of the state of knowledge.
- (7) The Premium Member is not entitled to territory protection.

§7. Use of the back-office and other company related marketing tools

- (1) By registering with RockRaise, the Premium Member acquires a free right to use the Back-Office (also referred to as Dashboard) and the other related marketing tools made available to the Premium Member. The aforementioned right of use is a simple, non-transferable right of use relating to the specific landing page, the Back-Office and the other marketing tools

made available through them. All copyrights and intellectual property rights are reserved to BlackRock. The Back-Office and the marketing tools including their modifications and adaptations are the property of RockRaise.

- (2) The Back-Office as well as all user manuals are the sole property of RockRaise. The Premium Member is prohibited from deleting or destroying any copyright or other proprietary notices.
- (3) All free advertising material and other benefits from RockRaise can be revoked at any time with effect for the future.

§8. Price amendments

RockRaise reserves the right, in particular with regard to changes in the market situation and/or referral structure, to change the membership fee to be paid by the Premium Member or the commission remuneration at the beginning of a new accounting period, in particular to increase prices or to adjust commissions to market conditions. RockRaise will notify the Premium Member of the change within a reasonable period of time prior to the change. Increases in prices by more than 5% or changes to the remuneration plan to the detriment of the Premium Member by more than 10% shall give the Premium Member the right to object to the change. If he does not object to the amended conditions within one month of notification, these shall become part of the agreement. Changes known at the time of the conclusion of the Premium Member agreement are not subject to notification and do not justify a right of objection on the part of the Premium Member. In case of an objection, RockRaise is entitled to terminate the agreement at the time when the amended or supplementary terms and conditions are to come into force.

§ 9 Remuneration / Terms of payment / Commission payment modalities / Prohibition of assignment

1. As remuneration for his activities, the Premium Member shall receive commissions resulting from the RockRaise Compensation Plans. The commissions are granted on the respective product price. All commission claims result from the respective valid Compensation Plans, which can be viewed in the back-office. The details of the payment options and the currency/cryptocoin(s) available for the respective commission claim will be communicated in the back office. With the payment of the remuneration all costs of the Premium Member for the referral are covered. RockRaise points out that transaction fees in the amount of 5.00 % - 9.00 % may arise in the case of payouts, regardless whether in Fiat or crypto. These fees shall be borne by the Premium Member and directly deducted from his commission to be paid out with which the Premium Member expressly agrees.
2. A commission does not arise if: the referral has revoked his membership agreement within four (4) weeks after registration or RockRaise has terminated

the membership agreement within four (4) weeks after registration. Commissions already paid out during the first four (4) weeks will then be deducted accordingly in the following commission settlement. If such a deduction does not exist, any commission claims thus forfeited shall be refunded. RockRaise' right to claim further damages remains unaffected.

3. Commissions based on the Product Compensation Plan and generated through product purchases will only be paid out after the 14 day cancellation policy period. Should the consumer cancel his product purchase within the time frame of the 14 day cancellation period, the commissions in connection with these product sales will be cancelled.
4. RockRaise reserves the right to ask the Premium Member for proof of identity, address and business registration (e.g. submission of the trade licence) before the first payment of commissions. The proof of business, identity and address can, at RockRaise discretion, be provided in the form of a copy of the business licence and the identity card or passport in connection with a current electricity, gas-water or other consumption bill or another proof of registration (not older than three months) in the specified electronic way and has to be done immediately within 2 weeks after the request at the latest. In the case of legal entities, proof of identification of the responsible person (e.g. managing director or personally liable partner) and - if an entry has been made in the commercial register - a copy of the current extract from the commercial register (not older than three months) must be submitted. Furthermore, the Premium Member must provide his bank or crypto wallet details before the first payment of commissions.
5. Premium Members who are legally binded to pay sales tax (value added tax) within the scope of there commercial activity and in regards of Latvia or the European Union need to inform RockRaise accordingly.
6. Commissions and fees of the Premium Member can, as far as a deviating account has not been explicitly accepted separately in writing by RockRaise, only be paid out to accounts which are in his name or of a partnership or a legal entity which is in a agreementual relationship with RockRaise or, in the case of the payment of the remuneration in crypto, only be paid out to eWallets belonging to the Premium Member. If RockRaise incurs bank charges for the transfer of the commission in fiat money, which exceed those bank charges, which are incurred for domestic transfers, RockRaise is entitled to pass on these bank charges to the Premium Member also to the extent that they exceed the usual bank charges.
7. RockRaise is entitled to assert a right of retention within the framework of the legal requirements. Furthermore, RockRaise is entitled to assert a right of retention due to the disbursement of commissions, if not all legally required documents are available before the first disbursement, e.g. the VAT identification number for legal entities, if applied for and granted. In case of exercising the right of retention of commission payments on the part of

RockRaise, it is agreed that the Premium Member is not entitled to any interest claim for the period of commission retention.

8. RockRaise is entitled to set off claims that RockRaise has against the Premium Member with the Premium Member's commission claims in whole or in part. The Premium Member is entitled to offset if the counterclaims are undisputed or legally binding.
9. Assignments and pledges of claims of the Premium Member from Premium Member agreements are excluded. The encumbrance of the agreement with rights of third parties is not permitted.
10. RockRaise makes the commissions available for retrieval (for active payment by the Premium Member's own initiative) in the back-office every 2 weeks at the latest. The Premium Member will immediately check the available commissions as well as the available credits (settlements) in his own interest and will immediately inform RockRaise about possible objections, as well as it is the responsibility of the Premium Member to immediately check the newly set commissions (the six month limitation period for the retrieval of commissions is explicitly pointed out - see § 10 - RockRaise explicitly reserves the right to delete the commission claims from the back-office after the expiration of the aforementioned limitation period). All commission claims result from the respective valid remuneration plan, which the Premium Member can call up in his back-office and which can be viewed in the back-office at any time. Incorrect commissions or other payments must be reported to RockRaise in writing within 60 days of the incorrect payment. After this time the commissions or other payments will be deemed to have been approved.
11. The remuneration will be disbursed in consideration of RockRaise payment modalities and disbursement methods upon explicit request of the Premium Member.
12. The Compensation Plans and the specifications contained therein are expressly part of the Premium Member Terms and Conditions. The Premium Member must always comply with these requirements as amended from time to time.
13. By conducting the online registration with RockRaise, the Premium Member simultaneously affirms that he/she has taken note of the Compensation Plans and accepts these documents as part of the contract.

§10. Statute of limitation in regards of commissions

The claims arising from this agreemental relationship shall become statute-barred 6 months after the date on which the claim in question is due and the claimant is aware of the circumstances giving rise to his claim or if his ignorance of these circumstances is due to gross negligence. This shall be without prejudice to statutory regulations that mandatorily provide for a longer limitation period.

§11. Voluntary agreemental revocation instruction

When registering as Premium Member member with RockRaise you register as an entrepreneur and not as a consumer, so you do not have a statutory right of withdrawal.

§12. Blocking of user accounts, warning, agreemental penalty, damages, indemnity against liability

1. In the event that the Premium Member does not provide the required evidence, e.g. within the scope of account verification, the KYC procedure or the purchase of services, within 14 days of being requested to do so by RockRaise, RockRaise is entitled to temporarily block the Premium Member until the requested evidence has been provided. The period of a block does not entitle the Premium Member to extraordinary termination and likewise does not give rise to a repayment of services or benefits already paid for or a claim for damages, unless the Premium Member is not responsible for the block.
2. Commission claims which cannot be paid out due to the aforementioned reasons will be booked within RockRaise as a provision and will expire at the latest within the statutory limitation periods.
3. For each case of reminder, RockRaise is entitled to compensation for the costs necessary for this reminder.
4. Independent of the reasons for blocking mentioned in paragraph (1), RockRaise reserves the right of blocking for an important reason. RockRaise especially reserves the right to block the access of the Premium Member without notice, if the Premium Member violates the obligations mentioned in these Premium Member Terms and Conditions or violates any other applicable law, or if there is any other important reason. If there is no immediate reason for termination and RockRaise sends a warning to the Premium Member, the blocking will be lifted again, if the Premium Member corrects the corresponding breach of duty on the warning of RockRaise within the set period.
5. In the event of a first violation of the obligations of the Premium Member regulated by these Premium Member Terms and Conditions, RockRaise will issue a written warning setting a deadline of 10 days to remedy the violation. The Premium Member agrees to reimburse the costs of the warning, especially the lawyer's fees incurred for the warning.
6. Express reference is made that RockRaise is entitled to extraordinary termination without prior warning in case of a breach of the obligations of the Premium Member regulated within these Premium Member Terms and Conditions and especially applicable agreemental or statutory law. Notwithstanding the immediate extraordinary right of termination, RockRaise has the right to issue a warning in individual cases at its own free discretion before issuing the extraordinary termination, also with a shortened cure period.

7. If the same or a similar violation occurs again after the expiration of the period for remedy set by the warning or if the originally warned violation is not remedied, a agreementual penalty to be reviewed by the competent court and levied at the discretion of RockRaise becomes due immediately. For the assertion of the agreementual penalty, further lawyer's fees will be incurred, which the Premium Member is obliged to reimburse, which is explicitly pointed out already now.
8. Notwithstanding the forfeited agreementual penalty, the Premium Member shall also be liable for all damages incurred by RockRaise due to a breach of duty within this Premium Member Terms and Conditions, unless the Premium Member is not responsible for the breach of duty.
9. In case of a claim by a third party due to a breach of one of the obligations regulated in these Premium Member Terms and Conditions or any other breach of applicable law by the Premium Member, the Premium Member indemnifies RockRaise from liability upon the first request of RockRaise. In particular, the Premium Member undertakes in this respect to bear all costs, in particular lawyer's fees, court costs and costs for damages, which RockRaise incurs in this context.

§13. Duration and termination of the agreement and consequences of termination / right of return

- (1) The Premium Member's agreement is agreed for 12 months. The agreement shall be automatically extended by a further 12 months unless it is terminated beforehand by one of the parties in writing with one month's notice to the end of the agreement. Notwithstanding the foregoing, the Premium Member may terminate the Premium Member Agreement at any time during the 12-month term of the Agreement by giving one month's notice to the end of the month.
- (2) Regardless of the reason for termination in (1), RockRaise reserves the right to terminate the agreement for an important reason. An important reason is in particular a violation of one of the obligations regulated in these Premium Member Terms and Conditions, if the Premium Member does not fulfil his obligation to remove the violation in due time or if the same or a comparable violation occurs again at a later time after the removal of the violation. In case of a breach of the obligations regulated in these Premium Member Terms and Conditions as well as in case of a particularly serious breach of these obligations or other applicable agreementual or statutory law, RockRaise is entitled to extraordinary termination without prior warning. Likewise, there is an extraordinary reason for termination if the Premium Member does not comply with the requirements within these Premium Member Terms and Conditions and even after a blocking according to § 12 and a final deadline to comply with the requirements, this deadline expires fruitlessly. Furthermore, each party shall have a ground for extraordinary termination if insolvency proceedings

have been opened against the other party, or the opening has been rejected for lack of assets, or the other party is otherwise insolvent, or has made an affidavit of insolvency in the course of execution. The right to extraordinary termination shall exist without prejudice to further claims.

- (3) Domains which contain the trademark "RockRaise", a trademark, a business name or a work title of RockRaise may no longer be used after termination of the agreement and have to be surrendered to RockRaise against payment of the costs for the transfer of the domain after a corresponding request. The aforementioned also applies to trademarks, business names or work titles to which RockRaise has an exclusive right of use.
- (4) In case of premature termination of a agreement with a minimum term, there is no claim for reimbursement of the paid fees/remuneration, unless the Premium Member has extraordinarily terminated the agreement for an important reason.
- (5) A Premium Member can register again with RockRaise through another sponsor after an ordinary termination of his old position. The prerequisite is that the ordinary termination and the confirmation of the termination by RockRaise for the old position of the Premium Member lie at least 6 months back and the terminating Premium Member has not performed any activities for RockRaise during this time.
- (6) With the termination of the agreement, the Premium Member has no right to commission, in particular also no claim for compensation of commercial agent, because the Premium Member is not a commercial agent in the sense of the commercial code.
- (7) If a Premium Member simultaneously claims other services of RockRaise which are independent of the Premium Members agreement, these services remain in force unaffected by the termination of the Premium Member Membership agreement, unless the Premium Member also explicitly demands their termination with the termination and such a termination is permissible. If the Premium Member continues to purchase services from RockRaise after the termination of the agreement, he will be managed as a normal customer.
- (8) Notice of termination must always be given in writing, whereby ordinary notice of termination may also be given by e-mail.

§14. Transfer of the business / sponsored structure to a third party/ death of the Premium Member

- (1) RockRaise may at any time transfer its agreementual position in whole or in part to a successor company which will continue the business which is the subject of this agreement in the same manner and will enter into the existing rights and obligations in full.
- (2) The Premium Member is entitled to transfer its user account to another natural person or legal entity (corporation, partnership or unincorporated firm) only after prior written consent by RockRaise. The request for consent to transfer

the user account shall be addressed by the Premium Member to RockRaise' Compliance Department. Without RockRaise' consent, the transfer of the distribution structure is not permitted.

- (3) Where a corporation, partnership or unincorporated firm is registered as a Premium Member, a transfer of the user account is only permitted subject to compliance with the other requirements of this Agreement.
- (4) If a new corporation, partnership or unincorporated firm registered wishes to take on a new partner, this is possible provided that the previous partner(s) who registered the membership also remain partners and no more than a total of 20% of the company shares are transferred. If a partner of a corporation, partnership or unincorporated firm registered as a Premium Member wishes to withdraw or transfer its shares to a third party, this action is permissible upon corresponding written application, if applicable, upon presentation of the corresponding notarial deeds and in accordance with the provisions of this Agreement, subject to the provisions these Premium Member Terms and Conditions. RockRaise charges an administrative fee of € 50.00 for processing the aforementioned application. The transfer of shares within a Premium Member membership registered as a marriage partnership or registered civil partnership is only permitted in the event of separation/divorce and only in accordance with these Premium Member Terms and Conditions.
If this requirement is not met, RockRaise reserves the right to terminate the agreement of the legal entity or partnership registered as a distribution partner without notice.
- (5) The agreement of the Premium Member ends at the latest with the death of the Premium Member. The Premium Member's agreement may be inherited subject to compliance with the statutory requirements. A new Premium Member Agreement must be concluded with the heir(s) within 6 months of the occurrence of the death, by which he/she/they enters into the rights and obligations of the deceased. Provided that the heir or one of the heirs is already registered with RockRaise as a member, the heir is permitted to hold two memberships with RockRaise as a result of an inheritance. In this case the heir has to inform RockRaise immediately. The death shall be evidenced by a death certificate. If there is a will regarding the inheritance of the Premium Member Agreement, a notarised copy of the will must be submitted; otherwise, the submission of a formally duly drawn up certificate of inheritance is mandatory as proof of the inheritance. After the expiry of the six-month period, all rights and obligations under the agreement shall pass to RockRaise. Exceptionally, the six-month period will be extended by a reasonable length if it is disproportionately short for the heir(s) in the individual case.
- (6) In the event that a Premium Member wishes to carry out its activities in the future under a different name, through a corporation, partnership, as a married couple, as a registered civil partnership or for other reasons, this is only possible upon application, whereby RockRaise is entitled to reject the application at its own discretion.

- (7) In the event that a Premium Member registered as a spouse, civil partner, corporation, partnership or partnership internally terminates its partnership, only one membership shall remain after the separation, dissolution or other termination of the aforementioned partnership. The separating spouses/partners/partners shall agree internally which spouse/partners/partners shall continue in the membership and notify RockRaise in writing. In the event of an internal dispute over the consequences of separation, divorce, dissolution, or other termination in relation to the membership with RockRaise, RockRaise reserves the right to terminate for cause if such dispute results in neglect of the Premium Member's duties, a breach of these Premium Member Distributor Terms and Conditions, a violation of applicable law, or an unreasonable burden on the downline or upline.

§15. Confidentiality

The Premium Member shall maintain absolute confidentiality regarding RockRaise' trade secrets and its structure. The business secrets include in particular the members data as well as the information on the downline activities and the information contained therein. This obligation continues even after termination of the Affiliation agreement

§ 16 Force majeure, exclusion of liability, limitation of liability

- (1) RockRaise shall be released from the obligation to perform under this agreement if and to the extent that the non-performance of services is due to the occurrence of circumstances of force majeure after the conclusion of the agreement. Circumstances of force majeure include, for example, war, strikes, riots, expropriations, cardinal changes in law, storms, floods, pandemics and other natural disasters as well as other circumstances for which RockRaise is not responsible such as, in particular, legal, official or judicial prohibitions (also with regard to the FinTech and crypto industry, its transaction processing, the eWallets and exchanges to be used), water ingress, power failures and interruptions or destruction of data and power-carrying lines. Each Party shall immediately notify the other Party in writing of the occurrence of a Force Majeure Event.

- (2) RockRaise shall not be held liable for

- wrong presented information during your application,
- the accuracy of this information

saved with RockRaise and which constitutes third-party information in terms of the applicable Telemedia law of your jurisdiction.

- (3) With reference to the Risk Notification, RockRaise is not liable for the desired personal success the user wishes to achieve based on the use of the internet platform and the products of RockRaise.
- (4) Usage of RockRaise web based services or software (e.g. wallets) is at own risk. RockRaise will not be held liable for damages arising from the installation and/or use of the services or software insofar as this is legally permissible. Despite up-to-date virus scan, liability for damages and impairment by computer viruses is excluded within the scope of statutory provisions. RockRaise is furthermore not liable for defects in the quality of access to the service based on force majeure or based on events that are not within the scope of responsibility of RockRaise. Furthermore, RockRaise is not liable for third parties gaining knowledge of your personal data without authorization (e.g. by unauthorized access of hackers to the database).
- (5) RockRaise is not liable for damages of any kind arising on the basis of data losses on computer servers.
- (6) RockRaise does not guarantee and thus can't be held liable that within the scope of the competent jurisdiction under your national law it is legal for you to use the services of RockRaise or to advertise such or to participate in any activities of RockRaise.

§ 17 Data protection

RockRaise collects and processes personal data required to conduct the services provided to user. The detailed provisions regarding data protection are available in our Privacy Policy.

§ 18 Agreements with third parties

RockRaise will from time to time conclude agreements with third parties, which represent external service providers, and which provide a service for products or services to you. You are obligated to comply with the terms and conditions of these third parties insofar as such are connected to the RockRaise website or linked to the respective third-party website. These terms and conditions may change at any time. You will be informed in advance of any change.

§ 19 Consent to use of photographic and audio-visual material

You grant RockRaise, free of charge, the right to capture or perform photographic and/or audio-visual material featuring your likeness, voice recordings or statements and quotes from you as part of the operation of the website. To this extent, by reading

these General Terms and Conditions, you expressly consent to the publication and use of your quotes, recordings or recordings. You have the right to revoke the aforementioned consent. In the event of a revocation, RockRaise will cease the aforementioned use within one month.

§ 20 Revisions

From time to time we may update these Premium Member Terms and Conditions if there is a valid reason, for example, to reflect changes in the law, changes to our services or economical reasons. If we update these Premium Member Terms and Conditions, we will post a new version on the website, and as soon as you use the website after they are posted, you will be deemed to have agreed to the updated version, but you will still be bound by the terms of any previous versions to which you have agreed or been deemed to agree. If there is a conflict between two versions of the Premium Member Terms and Conditions to which you have agreed or been deemed to agree, the more recent version shall take precedence unless it is expressly stated otherwise.

§ 21 Communications

If you wish to communicate with us about anything related to these Premium Member Terms and Conditions, you may do so by sending an email to support@rockraise.com

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§ 22 Severability

Should individual provisions of these Premium Member Terms and Conditions be or become invalid or unenforceable, this shall not affect the validity of the Premium Member Terms and Conditions and the agreement of use in other respects. The invalid or unenforceable provision shall be replaced by a valid and enforceable provision the effects of which come closest to the economic objective pursued by the agreementing parties with the invalid or unenforceable provision.

§ 23 Applicable Law and Jurisdiction

These Premium Member Terms and Conditions, and the relationship between you and RockRaise created by it, shall be governed by and construed in accordance with the laws of Latvia to the exclusion of the UN Convention on Contracts for the International Sale of Goods.

You agree to submit to the exclusive jurisdiction of the courts of Latvia. This means that if you want to bring a legal action against us, or we want to bring a legal action against you, it must be done in one of these courts.

If these Premium Member Terms and Conditions are translated into another language and there is any inconsistency in any provision between the English and the translated version of the T&C, the English version shall always prevail, unless such prevailance is contrary to mandatory applicable law.