

TANGEM AFFILIATE PROGRAM TERMS AND CONDITIONS

These Terms and Conditions (the "Terms") constitute a legally binding agreement between Tangem AG ("Tangem") and the entity or individual participating in the Affiliate Program (the "Affiliate").

1. REGISTRATION AND ONBOARDING

- 1.1. **Application.** To participate, the Affiliate must register via the Tangem Affiliate Dashboard, providing full legal name, email, address details, company details (if applicable), and information about their promotional activity.
- 1.2. **Account Review.** Tangem reserves the absolute right to suspend an existing account or suspend withdrawals at its sole discretion.
- 1.3. **Verification (KYC/KYB).** Tangem employs a risk-based approach to onboarding. While not required for all, enhanced identity or corporate verification may be requested for high-volume Affiliates or those in specific jurisdictions.
- 1.4. **Sanctions Compliance.** Participation is prohibited for residents or entities of sanctioned/embargoed countries. Tangem screens all Affiliates against international lists (e.g., OFAC, EU) at onboarding.

2. COMMISSION STRUCTURE

- 2.1. The Program includes two primary earning tracks:
 - 2.1.1. **Hardware Wallet Sales.** A fixed reward per sale, individually agreed upon with each Partner.
 - 2.1.2. **In-App Services.** A percentage of Tangem's commission derived from or fixed awards from the Affiliate's referred users' activities, including Swap, On-Ramp, Yield Mode, and Tangem Pay. For the avoidance of doubt, 'Tangem's commission' shall mean the net revenue actually received and retained by Tangem, excluding any third-party provider fees, taxes, or transaction costs.
 - 2.1.3. **KOL Activity Requirement.** In-App Services rewards are paid for as long as the KOL meets the minimum activity requirements: at least 5 publications per quarter on agreed-upon channels mentioning Tangem brand, or generates at least 50 active referrals per quarter. Failure to meet either condition will result in reward payments being suspended until activity resumes. The accumulated referral base remains intact and reward payments will be reinstated upon fulfillment of the activity requirements.

3. REFERRAL ATTRIBUTION & COOKIES

1. **Hardware Wallet Sales.** A referral is valid if the user completes a purchase within 30 days of clicking the Affiliate's link ("Cookie Life"). Tangem uses a "Last Click" attribution model — if a user clicks links from multiple Affiliates, the commission is credited to the last link clicked before the purchase. Tangem does not guarantee the tracking of referrals if the user has disabled or cleared cookies, uses ad-blocking software, or switches devices before completing the purchase.
2. **In-App Program.** A referral is valid if the user either (a) downloads the Tangem app via the Affiliate's link, or (b) purchases a hardware wallet and activates the BTC QR code reward. If a hardware wallet purchaser fails to activate the BTC reward, the referral attribution may be lost.
3. **No Liability for Lost Attribution.** Tangem shall not be held liable for any commission loss resulting from a user's failure to activate rewards, clear cookies, use ad-blocking software, or switch devices before completing the required action.

4. PAYOUT TERMS AND SCHEDULES

- 4.1. **Currency Parity.** All rewards are calculated and paid in USDT (TRX/ERC-20). For all calculations within the Program, 1 USDT is strictly deemed equal to 1 USD regardless of market fluctuations.
- 4.2. **Hardware Payout Schedule.** Rewards are processed daily but remain subject to a 30-day holding period from the date of the referee's purchase to account for returns or disputes. Tangem reserves an additional 14-day manual review window before final release.
- 4.3. **In-App Services Payout Schedule.** Yield commissions are processed on a daily basis. Swap and on-ramp commissions for high-volume pairs are also processed daily; all other swap and on-ramp commissions are processed monthly, with a 14-day delay after the end of the relevant calendar month, following reconciliation with the relevant exchange or on-ramp provider.
- 4.4. **Qualified Purchase.** For the purposes of reward calculation, a purchase is deemed successful only when: (a) payment is cleared in full; (b) the product has been physically shipped to the Referee; and (c) the 30-day statutory or contractual return period has expired without a refund request.
- 4.5. **Minimum Threshold.** Payouts will only be processed once the Affiliate's earned and cleared balance reaches a minimum of 5 USDT. Amounts below this threshold will roll over to the next period. Earnings from Hardware Wallet Sales and In-App Services are treated as separate streams, and the 5 USDT minimum applies to each independently — a stream below the threshold rolls over while eligible streams are paid.
- 4.6. **Wallet Security.** Payouts are made to the crypto wallet address provided during registration. For security, this field is read-only; changes require manual approval via a Tangem manager.
- 4.7. **Wallet Screening.** Tangem will screen the destination wallet address prior to every payout. In the event a wallet screening reveals a high-risk score or association with illicit activity, Tangem reserves the right to withhold payouts indefinitely and terminate the Affiliate account without liability.
- 4.8. **Offset & Clawback.** Tangem reserves the right to offset any previously paid commissions against future rewards if a purchase is subsequently refunded, charged back, or flagged as fraudulent including refunds or chargebacks flagged within 180 days after the initial payout, or if any commission payout is found to have been calculated incorrectly. If future rewards are insufficient to cover the offset amount, the Affiliate shall refund the overpaid balance to Tangem within 7 days upon written demand.
- 4.9. **Blockchain Disclaimer.** Tangem shall not be liable for any delays, failures, or errors in payouts caused by blockchain network congestion, technical failures, or incorrect wallet addresses provided by the Affiliate. The Affiliate acknowledges that cryptocurrency transactions are irreversible and that Tangem has no liability for funds lost due to factors beyond its direct control.
- 4.10. Tangem's obligation is limited solely to the delivery of USDT tokens. In the event of a total or partial loss of USDT's peg to the USD, or failure of the USDT protocol, Tangem shall not be obligated to compensate the Affiliate for any loss in value or provide payouts in alternative currencies.
- 4.11. All commission calculations provided via the Affiliate Dashboard are deemed final and binding unless the Affiliate provides a written objection with documented proof of error within 30 days of the respective payout date.

5. PROHIBITED ACTIVITIES

- 5.1. **Prohibited Activities & Traffic.** The Affiliate shall not engage in, and Tangem shall not pay commissions for, any of the following:
 - 5.1.1. Cookie-stuffing or any automated scripts to drop cookies;

- 5.1.2. Typosquatting or registering domains similar to Tangem's trademarks;
- 5.1.3. Incentivized traffic (offering cash-back or rewards to users for purchasing) unless pre-approved;
- 5.1.4. Pop-under, or deceptive redirects;
- 5.1.5. Prohibited Keywords: use of terms such as 'investment', 'passive income', 'guaranteed profit', or 'crypto exchange' in relation to Tangem products.
- 5.1.6. Self-referrals: Purchasing products or services through the Affiliate's own link for personal use or for the purpose of earning commission on one's own purchases is strictly prohibited.

6. MARKETING STANDARDS AND LIABILITY

- 6.1. **Content Warranty.** The Affiliate warrants that all promotional materials are accurate, not misleading, and comply with local advertising laws.
- 6.2. **Brand Protection.** Use of the "Tangem" trademark in paid search (brand bidding) or misleading SEO activities is strictly prohibited unless expressly authorized in writing.
- 6.3. **Right to Audit/Removal.** Tangem may request immediate modification or removal of any content. Non-compliance allows Tangem to terminate the agreement immediately and claim losses.
- 6.4. **Sub-affiliates liability.** Affiliates operating as networks are fully and solely responsible for the actions of their sub-affiliates. Any breach by a sub-affiliate shall be deemed a breach by the Affiliate.
- 6.5. The Affiliate is strictly prohibited from using AI-generated deepfakes, voice cloning, or synthetic media that misrepresents Tangem's personnel, founders, or official representatives. Any AI-generated promotional content must be explicitly labeled as such and pre-approved by Tangem.

7. INTELLECTUAL PROPERTY LICENSE

- 7.1. **Content License.** The Affiliate grants Tangem a non-exclusive, worldwide, royalty-free, perpetual license to use, reproduce, and display any promotional content created by the Affiliate for Tangem's own marketing purposes.
- 7.2. **Publicity.** The Affiliate grants Tangem a non-exclusive right to use the Affiliate's name and logo in Tangem's marketing materials and partner lists to identify the Affiliate as a participant in the Program.

8. CONFIDENTIALITY

- 8.1. All individual commercial terms, including specific commission rates agreed upon with the Affiliate, are strictly confidential and shall not be disclosed to any third party without Tangem's prior written consent.

9. LIMITATION OF LIABILITY AND INDEMNIFICATION

- 9.1. In no event shall Tangem's total liability arising out of or related to this Program exceed the total commissions paid to the Affiliate in the 6 months preceding the claim.
- 9.2. The Affiliate shall indemnify, defend, and hold harmless Tangem AG, its officers, and employees from and against any and all claims, damages, liabilities, and expenses (including legal fees) arising out of the Affiliate's breach of these Terms, violation of any law, or infringement of third-party rights.

10. DATA PROTECTION AND TAX

- 10.1. **GDPR.** Tangem acts as a data controller for Affiliate personal data. Appropriate security measures and data retention controls are implemented.
- 10.2. **Tax Responsibility.** All tax reporting and payment obligations sit solely with the Affiliate. Tangem will maintain records of all payments as required by law.

11. TERMINATION

- 11.1. Either party may terminate these Terms for convenience with 48 hours' notice via email or the Dashboard.
- 11.2. In case of a breach of marketing standards or suspected fraud, Tangem may terminate the agreement immediately, block account access, and void all pending rewards.

12. GOVERNING LAW & JURISDICTION

- 12.1. These Terms shall be governed by and construed in accordance with the laws of Switzerland.
- 12.2. Any disputes arising out of or in connection with these Terms shall be subject to the exclusive jurisdiction of the courts of Zug, Switzerland.

13. MISCELLANEOUS

- 13.1. **Entire Agreement.** These Terms constitute the entire agreement between Tangem and the Affiliate and supersede all prior agreements, understandings, or communications, whether oral or written.
- 13.2. **Force Majeure.** Tangem shall not be liable for any failure or delay in performance due to causes beyond its reasonable control, including but not limited to governmental actions, regulatory changes, acts of God, or failures of the Internet or telecommunications infrastructure.
- 13.3. **Program Modification.** Tangem reserves the right to modify commission rates, payout schedules, or any part of these Terms at any time. Changes will be effective immediately upon posting to the Affiliate Dashboard. Continued participation after such changes constitutes acceptance.
- 13.4. **Special Campaigns.** Tangem may launch time-limited marketing campaigns (e.g., APR Boost Campaign). The specific rules of such campaigns shall supersede these Terms for the duration of the campaign.
- 13.5. **Independent Contractor.** The relationship between Tangem and the Affiliate is that of independent contractors. Nothing in these Terms shall be construed to create a partnership, joint venture, agency, or employment relationship.
- 13.6. **No Assignment.** The Affiliate shall not assign or transfer its rights or obligations under these Terms to any third party without Tangem's prior written consent. Any attempt to do so shall be void.
- 13.7. **Survival.** Provisions regarding Confidentiality, Intellectual Property, Indemnification, Limitation of Liability, and Governing Law & Jurisdiction shall survive any termination or expiration of these Terms.

Last Updated: 1 September 2026