

## MARKETING AND REFERRAL PROGRAM

1. Dapp Inc. (“Dapp”), hereby engages you to participate in its marketing and referral program (“Program”) and provide referral services. By accepting the terms below, you agree to participate in the Program and provide marketing and referral services for DapCoin by referring friends and family members (“Referred Members”) to become part of the Dapp network by signing up on DapCoin’s website to receive DapCoin email newsletters and special offers and information.
2. Participation in the Program is open only to those who sign up at <https://dapcoin.com> and who are 18 years old of the date of acceptance. The Program is void where prohibited by law. Your engagement and participation in the Program is subject to all applicable federal, state, and local laws and regulations.
3. Participants of the Program engaged by Dapp must submit an entry using the online form provided at <https://dapcoin.com>. You must provide your email, consent to allow your e-mail address to be added to the e-mail lists of DapCoin and to allow DapCoin to send you correspondence and newsletters. You must also agree to all terms, conditions and requirements, as specified, to be eligible to participate. Entries that are incomplete or do not adhere to the terms, conditions or specifications may be disqualified at the sole discretion of Dapp. You must provide the information requested. Participants are strictly limited to one entry per person. You may not enter more times than indicated by using multiple email addresses, identities, or devices in an attempt to circumvent the terms and conditions. If you use fraudulent methods or otherwise attempt to circumvent the terms and conditions, your engagement will be terminated at the sole discretion of Dapp.
4. You will be given a Unique URL (“Unique Referral Webpage”), for example: “<https://dapcoin.com/#unique-url>”. You may choose to share this Unique URL via social media networks, email, blog, text, or other social media, online messaging, and publishing platforms. Each participant in the referral program will be ranked by total number (“Referral Count”) of eligible referred emails (“Eligible Referrals”) input on the Unique Referral Webpage. An Eligible Referral must be a valid address, and not be from a disposable account or service.

Failing to refer valid email addresses will result in an (“Ineligible Referral”). Ineligible Referrals will not be counted toward the participants Referral Count.

5. Participant's which obtain the necessary Referral Count will be eligible to participate in Dapp's discount rewards (“Plan”) and shall receive discount rewards (“Rewards) evidenced by a DapCard which can be used to purchase items (“Products”) from Dapcoin or its affiliates at a discount, which may include future ERC-20 (or similar) utility tokens (“Tokens”) created by Dapp or its affiliates. The Rewards shall allow recipients the right to purchase Products or Tokens. Any Reward received by an eligible participant shall be restricted and non-transferrable and subject to the terms and conditions of the Plan and the specific grant agreement. The receipt of a Reward is subject to the terms and conditions set forth herein. Participant agrees to be solely responsible for any and all taxes as a result of accepting and receiving any Reward. Recipients of Rewards will be responsible to pay all taxes and individual filings associated with the Reward. You acknowledge and agree that your participation in this program does not guarantee that any Products or Tokens will be developed or that the Reward may be used.
6. Your participation in the Program shall commence upon your acceptance of these terms and shall remain in force until October 31, 2018 (the “Term”). However, your participation may be terminated by you or Dapp at any time during the Term by providing notice thereof. Notwithstanding the foregoing, in the event of a termination of your participation in the Program, Dapp shall remain obligated to pay you any Reward that is due through the date of termination.
7. Your participation in the Program is voluntary and to the extent services are provided such services performed by you hereunder shall be on an independent contractor basis. You expressly agree that you are an independent contractor and not an employee, agent, partner or joint venture of Dapp, and, as such, are not eligible for social security benefits, workers' compensation benefits, disability benefits, unemployment insurance benefits, health benefits, vacation pay, sick leave or any other employee benefits of any kind.

8. By participating, you agree to be fully and unconditionally bound by these terms and conditions, and you represent and warrant that you meet the eligibility requirements. In addition, you agree to accept the decisions of Dapp as final and binding with regards to the engagement.
9. You may opt out of the Program or DapCoin e-mail list at any time by emailing support@dapcoin.com
10. You agree to be bound by the terms hereof and release and indemnify Dapp and its officers, directors, agents, affiliates, and employees, for, from and against any and all claims, demands and/or causes of action of any nature or kind whatsoever, whether presently known or unknown, foreseen or unforeseen, that arise out of your participation in the engagement or receipt of any Reward. You further agree to release Dapp, its current and former officers, directors, members, shareholders, partners, owners, affiliates, successors, assigns, employees, contractors, representatives, agents and insurers (collectively, the "Releasees") from, and agree not to sue Releasees concerning, any and all claims, actions, causes of action, demands, orders, obligations, liabilities, agreements, promises, damages, losses, costs and expenses of every kind and nature, whether in law or in equity, statutory or common law, now known or unknown, fixed or contingent, or accrued or unaccrued, that the Releasors may have now or hereafter have against any of the Releasees arising out of or in any way related to your engagement, your participation in this program and your receipt or failure to receive any Reward (collectively, "Claims"). You agree that the provisions of this Section 10 are and shall remain in effect in all respects as a complete general release as to the matters released herein, but do not release any party in any manner or obligations of such party incurred under this Agreement.
11. Use of fraudulent or illegal means to perform the engagement or participate in the program will be subject to disqualification. Dapp is not responsible for technical, hardware, software or telephone or other transmission failures of any kind, lost or unavailable network connections or incomplete, garbled or delayed computer transmissions, regardless of cause. Dapp reserves the right in its sole discretion to cancel or suspend the Program should a virus, bug or other

problem beyond the control of Dapp corrupt the administration, security or proper execution of the Promotion. Dapp may waive any of these rules in its sole discretion.

12. By participating in the Program, you represent, warrant, acknowledge and agree that you: (i) have read and meet the eligibility requirements; (ii) have submitted a viable e-mail address; and (iii) understand that if any of the information submitted is false or incomplete, it will void your participation in the Program.
13. The Program IS GOVERNED BY THE LAWS OF THE UNITED STATES AND PUERTO RICO, WITHOUT RESPECT TO CONFLICT OF LAW DOCTRINES. As a condition of participating in this Program, participant agrees that any and all disputes that cannot be resolved between the parties, and causes of action arising out of or connected with this Program, shall be resolved individually, without resort to any form of class action, exclusively before a court located in Puerto Rico having jurisdiction. Further, in any such dispute, under no circumstances shall participant be permitted to obtain Rewards for, and hereby waives all rights to, punitive, incidental, or consequential damages, including reasonable attorney's fees, other than participant's actual out-of-pocket expenses (i.e. costs associated with entering this Program). Participant further waives all rights to have damages multiplied or increased.
14. Dapp reserves the right, in its sole discretion and without any resulting responsibility or liability, to cancel, modify or suspend this Program or to amend these rules and regulations at any time for any reason. Copies and all changes to Promotion rules will be posted at <https://dapcoin.com/terms>.
15. Information submitted with an entry is subject to the Privacy Policy stated on the DapCoin website. To read the Privacy Policy go to <http://dapcoin.com/privacy>
16. Terms Related to Future Tokens:
  - a . TOKENS WILL BE ISSUED IN ACCORDANCE WITH TOKEN PURCHASE AGREEMENT.
  - b . THERE IS NO ASSURANCE THAT A BLOCKCHAIN BASED PROJECT FOR THE PROVISION OF A NETWORK HOSTED BY DAPP (THE "PROJECT") WILL BE CREATED OR COMPLETED OR THAT TOKENS WILL HAVE ANY FUTURE UTILITY.
  - c . THE TOKENS WILL HAVE NO RIGHTS, USES OR ATTRIBUTES OUTSIDE OF THE PROJECT.

- d . PURCHASE OF TOKENS ARE NON-REFUNDABLE AND CANNOT BE CANCELLED. BUYER MAY LOSE ALL AMOUNTS PAID.
- e . TOKENS MAY HAVE LIMITED UTILITY.
- f . PUTTING THE PROJECT ON THE BLOCKCHAIN MAY NOT BE COMPLETED AND TOKENS MAY HAVE LIMITED UTILITY.
- g . COMPANY RESERVES THE RIGHT TO REFUSE OR CANCEL TOKEN PURCHASE REQUESTS AT ANY TIME IN ITS SOLE DISCRETION.
- h . PEOPLE WHO PURCHASE EARLIER THAN YOU MAY RECEIVE MORE TOKENS FOR THE AMOUNT PAID.
- i . THE PROJECT CONSISTS OF SETTING UP THE PLATFORM, AS FURTHER STIPULATED ON THE WEBSITE. THE PROJECT IS A BLOCKCHAIN BASED (SMART CONTRACT) SYSTEM/PLATFORM/NETWORK AS DEVELOPED BY AND UNDER THE NAME OF ETHEREUM (“ETHEREUM” OR “SMART CONTRACT SYSTEM”).
- j . The Tokens will be distributed to purchasers thereof pursuant to a Distribution Contract. Dapp makes no representations or warranties, express or implied, including, without limitation, any warranties of title or implied warranties of merchantability or fitness for a particular purpose with respect to the Tokens or their utility, or the ability of anyone to purchase or use the Tokens for any purpose. Without limiting the foregoing, Dapp does not represent or warrant that the process of purchasing and/or receiving the Tokens will be uninterrupted or error-free or that the Tokens are reliable and error-free. As a result, you acknowledge and understand that you may never receive Tokens and may lose the entire amount paid to Dapp in the future. You will be required to provide an accurate digital wallet address to Dapp for receipt of any Tokens distributed to you pursuant to the Distribution Contract.
- k . You should not participate in this Program or purchase Tokens for investment purposes or speculation. Tokens are designed for use solely within the Project ecosystem, will not be listed for sale on external exchanges, are not designed for investment purposes and should not be considered as a type of investment. You acknowledge, understand and

agree there is no guarantee or representation or warranty by Company that: (a) the Project will be effectively and universally adopted; (b) the Project will be adopted as developed by Dapp and not in a different or modified form; (c) a blockchain utilizing or adopting the Project will be successfully completed; (d) a blockchain will be launched with or without changes to the Project; and (e) the Token will have the desired utility within the Project ecosystem.

- I . The purchase of Tokens: (a) will not provide you with rights of any form with respect to Dapp or its revenues or assets, including, but not limited to, any dividend right, voting, distribution, redemption, liquidation, proprietary (including all forms of intellectual property), or other financial or legal rights; (b) is not a debt obligation of or a loan to Dapp; and (c) does not provide you with any equity ownership or other interest in Dapp.