

## EMPLOYEE CRYPTOCURRENCY PURCHASE PROGRAM AGREEMENT

This Employee Cryptocurrency Purchase Program Agreement ("**Agreement**") is entered into between GPD Holdings LLC ("**CoinFlip**") located at 433 W. Van Buren St. 1050N, Chicago, Illinois 60607 and [REDACTED] ("**Company**") located at [REDACTED] on [REDACTED] ("**Effective Date**"). Each a party and collectively, the parties.

Whereas, CoinFlip operates an over-the-counter cryptocurrency transaction service which allows customers to purchase cryptocurrency using fiat currency (a "**Transaction**") and provides a service whereby Employers may offer as a program for their employees (the "**End Users**") the ability to establish automated, recurring Transactions that align with the Company's payroll cycle (the "**Cryptocurrency Purchase Program**" or "**Program**");

Whereas, the Company desires to offer the Cryptocurrency Purchase Program to its employees;

Now therefore, the parties agree as follows:

1. Cryptocurrency Purchase Program Description.
  - a. Upon registering for the Cryptocurrency Purchase Program, the End Users will authorize Company to transfer a predetermined amount of their after-tax paycheck (the "**Transaction Amount**") to CoinFlip for the purpose of executing a Transaction. Company agrees to act as an agent of CoinFlip to accept End Users' Transaction Amounts and transmit them to CoinFlip on behalf of and in the amounts instructed by the End Users.
  - b. End Users must successfully onboard as a customer of CoinFlip in order to participate in the Cryptocurrency Purchase Program, including completing CoinFlip's KYC process. CoinFlip may in its discretion reject or revoke an End User's use of CoinFlip's services at any time.
  - c. CoinFlip is the counterparty to all Transactions with the End User. Company plays no role in executing any Transaction or in delivering the CoinFlip Service, except for the administrative obligations described in Section 2. All Transactions are subject to the CoinFlip Terms of Service and privacy policy set forth at <https://coinflip.tech/terms/terms-of-service>.
2. Program Setup and Administration.
  - a. End Users will use CoinFlip's online portal to select their desired Transaction Amount. CoinFlip will provide Company a report with each End User's Transaction Amounts ("**Transaction Report**") on a mutually agreed schedule. CoinFlip will also provide Company with any updates to the Transaction Report when End Users change their Transaction Amount via the online portal.
  - b. Company must designate a schedule of transaction execution dates (the "**Transaction Date(s)**"), which in most cases will be the date on which Company's employees receive their regular paycheck. No less than two business days prior to any scheduled Transaction Date, Company must: 1) transmit to CoinFlip the total of all Transaction Amounts for the upcoming Transaction Date; and 2) provide CoinFlip a report of the names and individual Transaction Amounts for each End

User that will be transacting on the upcoming Transaction Date (the “**Company Report**”). CoinFlip shall rely solely on the Company Report and funds actually received when executing Transactions. Any delays, discrepancies or errors in the Company Report may result in End User Transactions taking place after the scheduled Transaction Date. CoinFlip shall not be liable for any delay in the execution of End User Transactions.

- c. For the avoidance of doubt, Company is solely responsible for the administration of its payroll processing as it relates to its employees’ participation in the Cryptocurrency Purchase Program, including but not limited to (i) establishing the codes necessary in its payroll systems to effectuate the transfer of the Transaction Amounts to CoinFlip and (ii) keeping and distributing any required records and documentation. Company agrees to comply with the guidelines and procedures provided by CoinFlip with respect to the administration of the Cryptocurrency Purchase Program.
3. Ownership; License. CoinFlip may provide Company with materials describing the products and services it offers, which may include CoinFlip’s trademarks, service marks or logos (“**Trademarks**”) (collectively these items are hereinafter referred to as “**CoinFlip Materials**”). CoinFlip retains exclusive ownership of the CoinFlip Materials it provides and its Trademarks. The parties each grant to each other a nonexclusive, limited, non-transferable license during the Term, solely in connection with the performance of this Agreement, (i) to use, reproduce, display and distribute the CoinFlip Materials and (ii) to use the other party’s Trademarks in compliance with all terms, conditions or policies issued by the respective parties from time to time. All goodwill generated through use of CoinFlip’s Trademarks shall inure to the benefit of CoinFlip. CoinFlip must approve, in writing, any written or online materials used to market CoinFlip Services (“**Marketing Materials**”) prior to their use. Company shall not publish or post any Marketing Materials pursuant to this Agreement that are not approved by CoinFlip. If CoinFlip believes that any Marketing Materials are unacceptable because of tone, quality, compliance, or other factors, CoinFlip may, in its sole discretion, disapprove the Marketing Materials and communicate the reason to Company.
4. Recordkeeping. CoinFlip agrees to maintain records of all sales from End Users pursuant to its retention policies and as required by applicable law. Company agrees to maintain all records related to its employees’ (End Users’) participation in the Cryptocurrency Purchase Program pursuant to its retention policies and as required by applicable law.
5. Term and Termination. This Agreement shall commence on the Effective Date and shall remain in effect for a period of thirty-six (36) months, at which point it will automatically renew for successive 12-month term. CoinFlip reserves the right to terminate this agreement immediately if it determines, in its sole discretion, that it will no longer offer the Cryptocurrency Purchase Program in whole or in part or that Company has engaged in conduct that: 1) affects CoinFlip’s ability to meet its legal or regulatory obligations; 2) violate any applicable laws; or 3) engages in unethical business practices tarnishes or negatively impacts CoinFlip’s reputation or business.

6. Confidentiality. During the term of the Agreement each party (the “**Disclosing Party**”) may share certain proprietary, technical, commercial, and other information with the other party (the “**Receiving Party**”) that the Disclosing Party identifies as confidential at the time of disclosure or that the receiving party should reasonably know is confidential from the context of disclosure, regardless of whether disclosed in oral, written, electronic, or other form (“**Confidential Information**”). During the term of this Agreement and for a period of two (2) years thereafter, neither party (i) shall disclose any Confidential Information of the other party without the Disclosing Party’s prior written consent or (ii) use the Confidential Information of the other party except as necessary to perform its obligations under this Agreement. Confidential Information will not include information known previously by either Party without obligation of confidentiality or that is known publicly or becomes public through no fault of the Disclosing Party or is independently developed by the Receiving Party without use of the Disclosing Party’s Confidential Information. Receiving Party may disclose Confidential Information of Disclosing Party pursuant to a requirement of a governmental agency or law. In such case, the Receiving Party shall provide reasonable notice prior to such disclosure, cooperates as reasonably requested with Disclosing Party’s efforts to legally protect Confidential Information from public disclosure (e.g., protective order or applicable exemption under FOIA). Neither party will, without the other’s party’s prior written consent, issue any press release relating to the relationship of the parties or make any other disclosures regarding this Agreement or its terms or the relationship between the parties.

7. Limitation of Liability & Waiver. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, FOR ANY INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING LOST SAVINGS OR PROFIT, LOST DATA, BUSINESS INTERRUPTION OR ATTORNEYS FEES) EVEN IF NOTIFIED IN ADVANCE OF SUCH POSSIBILITY.

IN NO EVENT WILL COINFLIP OR ITS AFFILIATES, SUBSIDIARIES AND RELATED COMPANIES, OR THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES AND AGENTS, BE RESPONSIBLE OR LIABLE FOR ANY DAMAGES OR LOSSES OF ANY KIND, INCLUDING DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING OUT OF COMPANY’S PARTICIPATION IN THE PROGRAM OR FOR ANY ACTION OR OMISSION MADE IN CONNECTION WITH THE PROGRAM. WITHOUT LIMITING THE FOREGOING, EVERYTHING IN THESE RULES AND IN THIS PROGRAM IS PROVIDED “AS IS” WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. SOME JURISDICTIONS MAY NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OR EXCLUSION OF IMPLIED WARRANTIES SO SOME OF THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU.

Except for liability arising from CoinFlip’s regulatory obligations with respect to the Transaction service, CoinFlip will not be liable to the Company for any damage or losses arising out of or otherwise related to (1) Company or End User’s participation in the Cryptocurrency Purchase Program; (2) lost or irretrievable information; (3) Company or End User’s negligence, illegal, criminal activities or bad faith activities; (4) mistakes,

omissions, discrepancies, interruptions, deletion of files or records (including email), loss of or damage to data, errors, defects, viruses, delays in operation or settlement of transactions, or transmission, or any failure of performance, whether or not limited to acts of God, communications failure, theft, destruction, unauthorized access to programs or services offered by CoinFlip, unless caused by the gross negligence or willful misconduct of CoinFlip; or (5) Company's actions with its employees, clients or vendors or the use of its information.

8. **Representations and Warranties.** Both parties represent and warrant that (i) the execution, delivery and/or performance of this Agreement will not knowingly conflict with or result in any breach of any provision of the charter, by-laws or other governing instruments of the party or any material agreement, contract or legally binding commitment or arrangement to which either party is a party; (ii) to its knowledge, each party is not subject to any limitation or restriction that would prohibit, restrict or impede the performance of its obligations under this Agreement; and (iii) both parties shall comply with all laws, rules and regulations applicable to its business and its performance of its duties hereunder.
9. **Indemnification.** Company agrees to indemnify, defend and hold harmless CoinFlip from any and all claims and threatened claims, damages, liability, settlement, attorneys' fees and expenses, by any third party, arising out of, under or in connection with: (i) any breach of this Agreement by Company, (ii) Errors, omissions or delays in the Company Report or any other information transmitted by Company to CoinFlip upon which CoinFlip relies to execute End User Transactions, (iii) Errors in the Company Transaction Report, (iv) End User's use of the CoinFlip services, and (v) the negligence of Company or any End User. CoinFlip agrees to indemnify, defend and hold harmless the Company from any and all claims and threatened claims, damages, liability, settlement, attorneys' fees and expenses, by any third party, arising out of Company's actions as CoinFlip's agent as described in Section 1(a).
10. **Governing Law.** This Agreement shall be governed by the laws of the State of Illinois, excluding its conflicts of laws principles. Any dispute under this Agreement shall be brought in a state or federal court located in Cook County, IL and the parties hereby consent to the personal jurisdiction and venue of such courts. Before bringing a dispute to a court of competent jurisdiction in Illinois, parties agree to submit the dispute to a licensed arbiter in accordance with generally accepted terms of binding arbitration.
11. **Entire Agreement; Assignment.** This Agreement constitutes the entire agreement between the parties and supersedes all prior or contemporaneous oral or written agreements regarding the subject matter hereof. The Agreement may be changed only by a writing signed by both Parties. This Agreement may not be assigned or otherwise transferred by a party without the prior written approval of the other party, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, CoinFlip may assign or otherwise transfer this Agreement to a successor in connection with a merger, sale of substantially all its assets or similar reorganization. Subject to the foregoing, this Agreement shall be binding upon the parties hereto and their respective successors and assigns.

12. Notices; Severance. Notices must be in writing and sent by email, personal delivery, overnight delivery or first class mail to the address of the other Party specified below. Any provision of this Agreement held unenforceable shall be severed and the remainder of this Agreement will continue in full force and effect.
13. Waivers; Relationship of the Parties. No waiver of any obligation under this Agreement shall be effective unless in writing and shall then be effective only for the specific instance for which such waiver was given. The parties are independent contractors and this Agreement does not create a partnership, joint venture or employment relationship between them.
14. Taxes. Each party acknowledges that it has separate responsibility for all applicable federal, state and local taxes for itself and any of its employees, and each party agrees to indemnify and hold the other harmless from any claim or liability therefore. Each party understands and agrees that its respective employees shall not be entitled to participate in health or disability insurance, retirement or pension benefits, if any, to which employees of the other party may be entitled.
15. Non-Disparagement. Neither party shall, at any time during the term of this Agreement, directly or indirectly, make, publish or otherwise communicate through any medium any deleterious or disparaging remarks concerning the other party, its Trademarks and/or products or services.
16. Severability. If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.
17. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

[COMPANY]

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Email: \_\_\_\_\_  
Date: \_\_\_\_\_

GPD Holdings LLC d/b/a CoinFlip

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Email: \_\_\_\_\_  
Date: \_\_\_\_\_