

Partner Agreement — BoBe.app

Public Offer for Participation in the Affiliate Program · Version 1.1

Operator: SOFTERE LLC, Republic of Armenia, registration number 53639461

Platform: <https://bobe.app> · **Legal:** legal@bobe.app · **Support:** support@bobe.app

Version: 1.1 · **Effective date:** 15 October 2026

1. Status of This Document and Acceptance

1.1. This document is a public offer by SOFTERE LLC (the “**Operator**”, “**BoBe**”) to any legally capable individual or legal entity (the “**Partner**”) wishing to participate in the affiliate program of the BoBe.app Platform (the “**Program**”).

1.2. This offer is not an invitation to invest, to purchase securities or financial instruments, or to acquire any share in the Operator’s profits. The Program is a **marketing incentive program** that rewards Partners for introducing Users who actually use the Platform through Active Baking.

1.3. **Acceptance** occurs when the Partner ticks the acceptance checkbox and submits the partner registration form at <https://bobe.app/affiliate>. The checkbox is unticked by default, the form cannot be submitted without it, and an active link to the full text of this Agreement is displayed next to it (Annex 1).

1.4. By accepting, the Partner confirms that the text of this Agreement was available for review before submission and accepts it in full. Upon acceptance this Agreement is deemed concluded in writing.

1.5. The Operator records acceptance electronically: date and time (UTC), wallet address, version and hash of the Agreement, IP address, session identifier and the exact consent text shown. These records are accepted as valid evidence of conclusion of this Agreement. The Partner can download the accepted version from the partner dashboard.

1.6. **Document hierarchy.** This Agreement applies together with the BoBe Terms of Use, Risk Disclosure and Privacy Policy. In matters of the Program, this Agreement prevails; in matters of personal data, the Privacy Policy prevails. The Litepaper and marketing materials are informational only and do not form part of this Agreement.

2. Definitions

Terms defined in Section 1 of the Terms of Use — **Platform**, **User**, **\$BOBE**, **Bakery**, **Baking**, **Active Baking**, **Unbaking**, **Cashback**, **Platform Revenue**, **Restricted Jurisdiction** — have the same meaning in this Agreement. In addition:

Referral Link — the Partner’s personal link with a unique identifier used to attribute newly introduced Users.

Referral — a User who connected to the Platform via the Partner’s Referral Link (first-line Referral) or via a Referral Link of the Partner’s Referrals (subsequent lines, up to the fifth line inclusive).

Active Referral — a Referral who has Active Baking at the time of calculation and has been credited Cashback for the relevant day. A Referral without Active Baking is not an Active Referral and generates no Partner Reward.

Structure — all Referrals of the Partner across lines one to five.

Line — a Referral's position in the Structure: the first line comprises Referrals introduced by the Partner personally, the second line comprises Referrals introduced by first-line Referrals, and so on through the fifth line.

Personal Baking — the amount of \$BOBE in the Partner's own Active Baking.

Team Volume — the aggregate amount of \$BOBE in Active Baking of all Referrals in the Partner's Structure at the time of calculation.

Partner Level — the Partner's qualification status (L1–L5) under Section 4.4.

Rate — the percentage applied to an Active Referral's Cashback to calculate the Partner Reward.

Partner Reward — the USDT amount credited to the Partner under Section 5.

Community Growth Allocation — the part of Platform Revenue, up to 15%, that the Operator allocates to community growth programs, including Partner Rewards.

3. Subject of the Agreement

3.1. The Partner promotes the Platform using the Referral Link, and the Operator credits the Partner with Partner Rewards on the terms of this Agreement.

3.2. The Partner acts in their own name, independently and at their own risk. This Agreement does not create an employment, agency, partnership, franchise or joint venture relationship. The Partner may not act on behalf of the Operator or represent themselves as its employee, representative or authorised agent.

3.3. The Partner does not receive or hold third-party funds, does not provide asset management or exchange services and does not act as an intermediary in settlements between Referrals and the Operator.

3.4. Participation is voluntary and free of charge: no entry fees, participation payments, "package" purchases or other payments to the Operator are required or accepted for the right to participate.

4. Program Structure

4.1. **Active Baking principle.** Partner Rewards and Partner Levels depend **solely on Active Baking**, that is, on the actual use of the Platform by the Partner and by Referrals. No reward is paid for registration, for the number of Users introduced as such, for token purchases, swaps or any other action that is not Active Baking.

4.2. A Partner Reward is calculated as a percentage of the Cashback credited to an Active Referral of the relevant line, at the moment that Cashback is credited in the smart contract.

4.3. **Rates by line:**

Line	Rate of the Active Referral's Cashback
Line 1	5%
Line 2	3%
Line 3	3%
Line 4	2%

Line	Rate of the Active Referral's Cashback
Line 5	2%
Total (maximum)	15%

The aggregate Partner Rewards along a single referral chain do not exceed 15% of the relevant Active Referral's Cashback.

4.4. Qualification. Each subsequent line unlocks when the Partner reaches the corresponding Partner Level. All qualification metrics are measured in Active Baking:

Level	Unlocks line	Personal Baking	Active Referrals (first line)	Qualified Referrals	Team Volume
L1 Starter Baker	1st (5%)	100+	1	—	—
L2 Community Builder	2nd (+3%)	500+	5	—	2,000+
L3 BoBe Leader	3rd (+3%)	1,500+	10	3 × L2	10,000+
L4 BoBe Ambassador	4th (+2%)	5,000+	20	5 × L3	50,000+
L5 BoBe Partner	5th (+2%)	15,000+	50	10 × L4	250,000+

Personal Baking and Team Volume are stated in \$BOBE in Active Baking. A Qualified Referral is a first-line Active Referral who meets the requirements of the stated Partner Level, including its Personal Baking, at the time of calculation.

4.5. Calculation example. A first-line Active Referral has 10,000 \$BOBE in Active Baking and is credited 100 USDT of Cashback for the day; the Partner's first-line reward is 5 USDT. If a second-line Active Referral is credited 50 USDT of Cashback the same day, a further 1.5 USDT (3%) accrues. If the first-line Referral unbakes all \$BOBE, no further reward accrues from that Referral.

4.6. Funding and cap. Partner Rewards are funded from the Community Growth Allocation and are **not deducted** from any Referral's Cashback. Where the aggregate calculated Partner Rewards for a day exceed the Community Growth Allocation available for Partner Rewards, they are credited pro rata within that amount. Partner Rewards are a marketing expense of the Operator, used instead of, or in addition to, paid advertising. Any part of the Community Growth Allocation not used for Partner Rewards (including amounts for unopened lines under Section 4.7 and for Referrals without an upline Partner) is retained by the Operator and may be used for other marketing.

4.7. Unopened lines. Where the Partner has not reached the Level that unlocks a line, the Rate for that line does not accrue to the Partner, does not pass to other Partners and is retained by the Operator. No line compression applies.

4.8. Level retention. A Level once achieved is retained as a status and is not downgraded, except under Section 9. Status alone does not create a right to a reward: a reward for a line accrues only if, at the moment of accrual, the Partner meets the requirements of the corresponding Level,

including Personal Baking. Where metrics fall below the thresholds, accruals for the affected lines are suspended and resume automatically once the thresholds are met again.

4.9. **Qualification check.** Compliance with Level requirements is verified automatically at the moment Cashback is credited to a Referral and at the daily qualification recalculation.

4.10. Qualification and reward calculation are performed automatically based on smart contract data and Platform records. Platform data is the primary source of truth in a calculation dispute, subject to Section 9.4.

5. Accrual and Payment of Partner Rewards

5.1. Partner Rewards are credited in USDT (BEP-20) to the wallet linked to the Partner's affiliate account.

5.2. Partner Rewards are credited automatically at the moment Cashback is credited to the corresponding Active Referral, on the same calculation day. No claim is required.

5.3. Partner Rewards accrue only for days on which Cashback was in fact credited to Active Referrals. If no Cashback is distributed on a day, including where the Operator's financial result is zero or negative, the Partner Reward for that day is zero.

5.4. No minimum threshold applies.

5.5. Network (gas) fees for the payout of Partner Rewards are borne by the Operator. Other costs of the Partner are not reimbursed.

5.6. The Operator is not liable for failure to credit Partner Rewards for reasons attributable to the Partner, including an incorrect wallet address or loss of wallet access.

5.7. The Partner can export the history of Partner Reward accruals from the partner dashboard for tax reporting.

6. Partner Obligations and Restrictions

6.1. When promoting the Platform, the Partner shall:

1. not promise or guarantee returns, fixed percentages, "passive income", APR/APY, return of capital, payback periods or any other financial outcome;
2. not present \$BOBE as an investment, security, profit share or financial instrument, and not present Cashback as yield or a share of trading profits;
3. not provide investment, legal or tax advice;
4. disclose their affiliate status wherever the Referral Link is published;
5. use only accurate information consistent with the Legal Documents and official BoBe materials;
6. not create accounts, websites, channels or communities that could be mistaken for official BoBe resources;
7. emphasise that rewards depend on actual use of the Platform through Active Baking, not on recruiting other people.

6.2. The Partner is prohibited from:

1. spam, bulk unsolicited messaging, mailings to purchased lists and automated commenting;
2. multiple accounts, self-referral schemes, fictitious Referrals, inflating metrics, bots or scripts, and exploiting technical errors of the Platform;
3. paying or promising rewards to Referrals for registering, without the Operator's written consent;
4. paid search and SEO advertising on brand terms such as "BoBe", "BOBE token", "bobe.app" and confusingly similar terms, without the Operator's written consent;
5. introducing persons under eighteen (18) years of age or the age of majority in their jurisdiction, if higher;
6. introducing persons located in or resident of Restricted Jurisdictions, or persons subject to sanctions;
7. promoting the Platform alongside unlawful, discriminatory, pornographic or otherwise unacceptable content;
8. using BoBe trademarks or brand assets other than as permitted under Section 10.

6.3. The Partner is solely responsible for complying with the laws of their jurisdiction, including advertising, financial promotion, consumer protection and data protection rules.

7. Nature of the Partner Reward

7.1. The Partner Reward is a discretionary marketing incentive funded from the Operator's Platform Revenue. It is not a profit share, dividend, interest, investment return or guaranteed payment.

7.2. The Partner Reward is variable, depends on the Cashback credited to Active Referrals and may be zero on any given day.

7.3. The Operator does not guarantee any reward amount, recovery of promotional costs, any \$BOBE price or the continuity of the Program.

7.4. Acquiring \$BOBE and Baking are voluntary and at the Partner's own risk, as described in the Risk Disclosure. The Operator does not custody or manage the Partner's assets.

7.5. The Partner is solely responsible for taxes on Partner Rewards. The Operator is not the Partner's tax agent.

8. Compliance: Sanctions, AML and KYC

8.1. Participation is not permitted for persons subject to UN, EU, US (OFAC), UK or Republic of Armenia sanctions, or located in or resident of Restricted Jurisdictions. The Operator applies technical geo-restriction in addition to the Partner's representations.

8.2. The Operator applies AML/KYC procedures, including sanctions and politically exposed person (PEP) screening. The Operator may require identity verification, proof of address and source-of-funds information, in particular when cumulative Partner Rewards or Personal Baking exceed the thresholds set in its AML/KYC procedures, or when risk indicators appear.

8.3. The Operator may suspend accrual and payment of Partner Rewards until requested information is provided. Partners are re-screened periodically against updated sanctions lists.

9. Breaches, Clawback and Review

9.1. Where a breach of Section 6 or 8 is identified, the Operator may: suspend the Partner's participation; cancel accrued Partner Rewards obtained as a result of the breach; remove improperly acquired Referrals and recalculate qualification; reduce or cancel the Partner Level; or terminate this Agreement.

9.2. **Clawback and offset.** Partner Rewards already paid as a result of a breach of Section 6 or 8, a technical error or fraud shall be returned by the Partner on the Operator's request. The Operator may offset such amounts against future Partner Rewards.

9.3. The Partner shall indemnify the Operator against documented losses arising from the Partner's breach, including third-party claims and regulatory actions connected with the Partner's promotional activity.

9.4. **Review.** The Partner may request a review of any measure under Section 9.1 or of a calculation within thirty (30) days by writing to legal@bobe.app with supporting information. The Operator responds with a reasoned decision within thirty (30) days.

10. Brand Use

10.1. The Operator grants the Partner a non-exclusive, revocable, non-transferable, royalty-free license to use the BoBe name, logos and official promotional materials solely to promote the Platform under this Agreement and in line with the brand guidelines published by the Operator.

10.2. The license ends automatically on termination of this Agreement.

11. Confidentiality

The Partner shall keep confidential non-public information made available through the partner dashboard or by the Operator, including Structure data, accrual details and non-public Program terms, and shall not disclose it to third parties, except as required by law. This obligation survives termination for two (2) years.

12. Personal Data

12.1. Personal data in the Program is processed in accordance with the BoBe Privacy Policy, which sets out the categories of data, purposes, legal bases, retention periods and international transfers.

12.2. A Partner who independently collects personal data of people they introduce acts as an independent controller of that data and is responsible for its lawful processing, including notice and consent where required.

13. Partner Representations

The Partner represents that: they are at least eighteen (18) years old or the age of majority in their jurisdiction, if higher, and have full legal capacity; the information they provide is accurate and will be kept up to date; they are not subject to sanctions and do not act for sanctioned persons; they

are not located in a Restricted Jurisdiction; and their participation does not breach applicable law or any obligation owed to third parties.

14. Limitation of Liability and Force Majeure

14.1. The Platform and the Program are provided “as is” and “as available”, without warranties of any kind.

14.2. The Operator is not liable for indirect, incidental, special, punitive or consequential damages, including loss of profit, data or goodwill.

14.3. The Operator’s aggregate liability under this Agreement is limited to the Partner Rewards credited to the Partner during the three (3) months preceding the event giving rise to the claim.

14.4. Neither party is liable for failure or delay caused by events beyond its reasonable control, including blockchain network failures, cyberattacks, exchange failures, acts of government, regulatory changes, war and natural disasters. The affected party notifies the other without undue delay; the Operator notifies Partners on the Platform.

15. Amendments, Term and Termination

15.1. The Operator may amend this Agreement, including Rates, qualification requirements and the Community Growth Allocation, by publishing a new version on the Platform.

15.2. Amendments that reduce Rates or tighten qualification requirements take effect fourteen (14) days after publication; other amendments take effect on publication. Amendments do not apply retroactively to Partner Rewards accrued before their effective date. Continued use of the Referral Link after an amendment takes effect constitutes acceptance. A public change log of versions is maintained on the Platform.

15.3. This Agreement is concluded for an indefinite term. The Partner may terminate it at any time by notice to legal@bobe.app or by ceasing to use the Referral Link.

15.4. The Operator may suspend or discontinue the Program in whole or in part on at least thirty (30) days’ notice published on the Platform. Partner Rewards accrued before the discontinuation date remain payable.

15.5. Sections 6, 7, 9, 11, 14 and 16 survive termination.

16. Governing Law and Dispute Resolution

16.1. This Agreement is governed by the law of the Republic of Armenia, without prejudice to mandatory provisions of the Partner’s country of residence.

16.2. The parties shall first seek to resolve disputes through negotiation, including the review procedure under Section 9.4. Claims are sent to legal@bobe.app and reviewed within thirty (30) days.

16.3. Disputes not resolved through negotiation are submitted to the competent courts of the Republic of Armenia. Proceedings are conducted in Armenian or English.

17. Miscellaneous

17.1. If any provision is held invalid, the remaining provisions remain in force.

17.2. Failure to enforce a right is not a waiver of it.

17.3. This Agreement, together with the Legal Documents referred to in Section 1.6, constitutes the entire agreement between the parties regarding the Program.

17.4. The Partner may not assign rights or obligations without the Operator's written consent. The Operator may assign its rights in connection with a reorganisation or transfer of business.

17.5. Notices are sent to the Operator at legal@bobe.app and to the Partner at the email address provided at registration or via the partner dashboard.

17.6. This Agreement is executed in English and Russian. In the event of any discrepancy, the English version prevails.

18. Operator Details

SOFTERE LLC · Republic of Armenia, registration number 53639461 · <https://bobe.app> · legal@bobe.app · support@bobe.app

Annex 1. Consent Wording for the Registration Form

Checkbox (unticked by default; the form cannot be submitted without it):

☐ I accept the terms of the «Partner Agreement» offer (<https://bobe.app/partner-agreement>), confirm that I have read it together with the Terms of Use, Risk Disclosure and Privacy Policy, and understand that Partner Rewards depend solely on the Active Baking of my Referrals.

☐ Я принимаю условия оферты «Партнёрское соглашение» (<https://bobe.app/partner-agreement>), подтверждаю, что ознакомился с ней, а также с Условиями использования, Раскрытием рисков и Политикой конфиденциальности, и понимаю, что партнёрское вознаграждение зависит исключительно от активного Бейкинга моих рефералов.

Implementation requirements: the notice is visible without scrolling and next to the submit button; links open in a new tab; on submission the system records the timestamp (UTC), document version and hash, wallet address, IP address, session identifier and the exact text shown.