

## Agreement

This promotion agreement (“Agreement”) is made and entered into as of the last date signed below (“Effective Date”) by and between [X] and [Y].

([X] and [Y] together the “Parties” and each a “Party”).

The Parties agree as follows:

### 1. SCOPE OF SERVICES

A wrapped Bitcoin (“BTC”) will be issued on the Tezos Blockchain called **TZBTC**.

[Y] will act as an independent body and perform the following services for the Tezos ecosystem:

1. Announce the TZBTC token on its website
2. Provide the link to the TZBTC landing page
3. Publish the news about the TZBTC token on social media and link to the TZBTC landing page
4. Use social media at least once per month to report on the TZBTC token
5. Write a blogpost per quarter about the TZBTC token to be posted on Medium, your website or a similar website that includes the reconciliation between BTC held in custody and TZBTC issued

[Y] shall bear overall responsibility for the fulfilment of the services described above. [Y] shall ensure regular alignment on activities and execute the services in a professional way.

[Y] will provide [X] with an update of the performed promotion activities within thirty (30) days after the end of each calendar quarter and participate in an alignment meeting.

### 2. REMUNERATION

[X] will pay [Y] either one (1) BTC or CHF 10'000 per year. The lower of the two options will be applied.

After signature of this Agreement, the first annual payment will be sent to [Y]. Instalments will be paid on a yearly basis.

### 3. EXCLUSIVITY

Without limitation to the provisions of this Agreement and except as otherwise provided herein or therein, neither Party grants the other Party any exclusivity right with respect to the Services provided under this Agreement.

### 4. DURATION

This Agreement will enter into force with its signature and continue indefinitely unless terminated. This Agreement may be terminated by either Party at any time at the end of a month with three months' notice.

### 5. ENTIRE AGREEMENT

This Agreement, including any other documents referred to herein, constitutes the entire agreement and understanding among the Parties with respect to the subject matter hereof, and shall supersede all prior oral and written agreements or understandings of the Parties relating hereto.

**6. ASSIGNMENT**

Neither Party shall be entitled to assign or transfer this Agreement or any of the rights or obligations hereunder to any other Party or third party without the prior written consent of each other Party. Any assignment, transfer or delegation made without such consent shall be null and void.

**7. SEVERABILITY**

If any provision of this Agreement is held to be unenforceable for any reason, it shall be adjusted rather than voided, if possible, in order to achieve the intent of the Parties to the fullest extent possible. In any event, all other provisions of this Agreement shall remain valid and enforceable to the fullest extent possible.

**8. BINDING ON SUCCESSORS**

All of the terms, provisions and conditions of this Agreement shall be binding upon to the benefit of the Parties and their respective successors, permitted assigns and legal representatives.

**9. AMENDMENTS**

This Agreement may be modified only in writing by an instrument signed by the Parties.

**10. GOVERNING LAW AND JURISDICTION**

This agreement shall be governed by and construed in accordance with Swiss law without reference to its conflict of law provisions.

All disputes regarding this Agreement are subject to the exclusive jurisdiction of [X].

[Y]

_____	_____
Signature	Date
NAME 1 _____	
TITLE 1	

_____	_____
Signature	Date
NAME 2 _____	
TITLE 2	

[X]

_____	_____
Signature	Date
NAME 1 _____	
TITLE 1	

_____	_____
Signature	Date
NAME 2 _____	
TITLE 2	