

BLOCKBEN

**Terms and Conditions
for Referral Scheme**

Valid from: 17.04.2026.

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1. General information

In order to use services please visit the [BlockSales](#) website.

Service Provider Information:

- Name: BlockBen SIA
- Address: Rīga, Lāčplēša iela 37, LV-1011, Latvia
- Postal Address: Rīga, Lāčplēša iela 37, LV-1011, Latvia
- E-mail address: support@blockben.com
- Name of the registering entity: Register of Enterprises of the Republic of Latvia (Uzņēmumu reģistrs)
- Company Number.: 50203650041
- Crypto-asset services provider license issued by Latvijas Banka on 3rd December 2025 (Licence number No. 27-55/2025/9)

2. General Provisions

2.1. Purpose and Scope

1. These Referral Program General Terms and Conditions (“Referral GTC”) govern the rights and obligations of BlockBen SIA and Clients participating in the referral-based incentive scheme offered in connection with BlockBen SIA’s crypto-asset services and platform.
2. The Referral Program enables eligible Clients to earn commissions and bonuses by referring new Clients to acquire crypto-assets or related services offered via the platform operated at <https://wallet.blockben.com/login>
3. These Referral GTC apply exclusively to participation in the Referral Program and form a separate contractual framework from the BlockBen Wallet General Terms and Conditions. However, they may reference definitions, provisions, or principles contained in that document where applicable.
4. Participation in the Referral Program is optional and does not affect a Client’s access to BlockBen Wallet services. No commissions or bonuses may be earned unless the conditions set out in these Referral GTC are fully met.
5. These Referral GTC do not apply to transactions executed without referral linkage (“Public Purchases”). Only transactions initiated through an active sponsor connection, as defined herein, are eligible for commission entitlement.

2.2. Definitions

Term	Definition
Bonus	A financial reward granted at the discretion of BlockBen SIA for personal performance achievements not directly tied to a specific referral or commission event.
Catch Up Bonus	A performance-based bonus that eligible higher-level referrers receive when another user of the same level within their structure reaches the level of that previously higher-level user, thereby ensuring continuous incentive alignment between overlapping leadership levels.
Client	A natural or legal person who has completed registration with BlockBen SIA and participates in the Referral Program.

Commission	A financial reward paid to a Referrer when referred Clients make eligible purchases, subject to the conditions outlined in these Referral GTC.
CrowdX Token	A utility token issued on the BlockBen platform, used for participation in the CrowdedHero crowdfunding ecosystem.
Group Turnover	The total amount of eligible purchases made by a Referrer's downline within the Referral Chain, used to determine eligibility for bonuses and higher referral ranks.
Manager	A Referrer qualifies as a Manager if, within a single Business Period, they achieve at least ten successful direct referrals resulting in qualifying purchases, generate a minimum total Group Turnover of EUR 40,000 within their Referral Chain, and fulfill the required external and internal training obligations.
Member	A Referrer who has completed the required external training in capital markets or stock exchange operations (e.g., MNB certification) and BlockBen's internal training and has opted to participate in the Referral Program. No minimum number of direct referrals is required to attain this level. It serves as the entry point for trained participants eligible to earn commissions under the Referral System.
Public Purchase	A transaction executed without referral linkage (i.e., the purchasing Client is not associated with a Sponsor). Such purchases do not generate commission.
Referral Chain	The hierarchical structure of directly and indirectly referred Clients linked through the initial Sponsor, used to calculate commissions and bonuses.
Referral Program	The incentive system operated by BlockBen SIA, as defined in these Referral GTC, under which Clients may earn commissions and bonuses for eligible referrals.
Referrer	A Client who refers new Clients to BlockBen SIA under the terms of the Referral Program.
Senior Manager	A Referrer qualifies as a Senior Manager if, within a single Business Period, they generate a minimum total Group Turnover of EUR 400,000 within their Referral Chain and have previously fulfilled the required external and internal training obligations, whereby the completion of such training is required only once and remains valid from the Manager level onwards.
Sponsor	The Referrer who first introduces a Client to the BlockBen platform. The Sponsor is recorded during registration and cannot be changed later.

Turnover	A rule that limits the contribution of a single referrer when calculating eligibility for higher ranks, such that on the first and second referral lines no more than 40% of the required group turnover may be taken into account, and on the third referral line no more than 20% may be considered.
Cap Rule	

2.3. Legal Relationship and Governing Law

1. By participating in the Referral Program, the Client acknowledges and expressly accepts Referral GTC as binding. The Referral Program is voluntary, and participation is not required for access to other services provided by BlockBen SIA.
2. This Referral GTC establish an independent contractual relationship between the Client and BlockBen SIA, separate from any service agreements concluded under the General Terms and Conditions of the BlockBen Wallet.
3. The Referral Program and all legal relationships arising from or in connection with it shall be governed by the laws of the Republic of Latvia. Any disputes arising under or in connection with these Referral GTC shall fall within the exclusive jurisdiction of the competent Latvian courts.

2.4. Communication and Notices

1. All official communication between BlockBen SIA and the Client in connection with the Referral Program shall take place through one or more of the following channels:
 - Email sent to the Client's registered address
 - Notifications displayed within the Client's account at BlockBen mobile application
 - Public announcements on the Service Provider's website
 - Any other secure digital channel expressly authorized by BlockBen SIA
2. Clients are required to regularly monitor their registered email account and the BlockBen Wallet interface for relevant communications.
3. Unless proven otherwise, electronic communications shall be deemed delivered and legally effective at 24:00 on the second working day following dispatch.
4. BlockBen SIA shall not be held liable for any delay or failure in communication resulting from the Client's use of incorrect, outdated, or inaccessible contact details.

5. Communications from the Client to BlockBen SIA regarding the Referral Program must be submitted in writing to support@blockben.com, unless another method is explicitly designated by the Service Provider.

3. Eligibility and Participation

1. Participation in the Referral Program is open to Clients who have successfully completed registration with BlockBen SIA and hold an active account on <https://wallet.blockben.com/login>
2. Only natural persons with full legal capacity and legal entities with the capacity to enter into contracts may participate. By joining the Referral Program, the Client confirms that all information provided is accurate and up to date.
3. Clients who refer other individuals or entities must do so in compliance with the Referral Program GTC. Each referred Client should register using the official referral mechanism provided through the BlockBen Wallet platform. Manual or retroactive assignment of a Sponsor is permitted, in exchange of a certain fee.
4. The Client may only participate in the Referral Program once and may not operate multiple accounts for the purpose of generating additional referral commissions. Violation of this provision may result in immediate exclusion from the program and forfeiture of any earned commissions.
5. BlockBen SIA reserves the right to verify the identity of any Client participating in the Referral Program and may deny, suspend, or revoke participation if fraud, manipulation, or regulatory concerns are identified.
6. Participation in the Referral Program is voluntary. Declining or opting out of participation does not affect access to other services provided by BlockBen SIA.

4. Referral Mechanism and Structure

1. Each Client participating in the Referral Program may refer new Clients to the platform using a unique referral link or code or other official method provided by BlockBen SIA.
2. Upon successful registration by the referred party, the referring Client is designated as the Sponsor. This sponsorship is fixed but may be changed in exceptionally justified cases.
 - a. BlockBen SIA generally does not support sponsor changes but may approve a relocation of the Client and their Referral Chain if all parties involved agree and proper justification is provided.
 - b. Sponsor changes may be considered in cases such as ethical violations, extended inactivity, breakdown of the sponsor–client relationship, or other significant impairments that prevent the sponsor from fulfilling their responsibilities.
 - c. Requests for sponsor change must be submitted by the Client concerned, using the official Sponsor Change Request Form available through BlockBen SIA. The request must be signed by the Client, the current sponsor, the relevant line manager, and two independent witnesses. The completed form must be submitted in PDF format to support@blockben.com from the email address registered with the Client’s BlockBen Wallet account.
 - d. Approved sponsor changes will be implemented within one week of receipt, provided all required information is complete and the applicable conditions are met.
 - e. Each Client is allowed only one sponsor change during their lifetime participation in the Referral Program, unless the change results from the sponsor’s death, exclusion, or departure from the BlockBen system. In such cases, the Client may request reassignment to a new sponsor or be linked to an indirect sponsor via dynamic compression.
 - f. The administrative fee for a sponsor change is EUR 50. If the Referral Chain is also reassigned, an additional fee of EUR 5 per affected member applies. These fees must be paid in advance by the new sponsor.
 - g. Sponsor changes do not affect commissions already paid or accrued prior to the change.

- 3.** The Referral Program operates on a multi-level structure in which Clients may earn commissions not only from their direct referrals but also from indirect referrals within their Referral Chain, depending on the level of qualification attained.
- 4.** The Referral Chain includes all Clients who register through a Sponsor and their subsequent downline, creating a hierarchical relationship used to determine group turnover and bonus eligibility.
- 5.** Commission levels and advancement within the Referral hierarchy are based on the number of successful direct referrals and the cumulative group turnover generated by the Client's Referral Chain.
- 6.** Each Client may qualify for a higher status automatically (from Senior Manager level) upon fulfilling the applicable criteria. No manual application is required to be assigned a role.
- 7.** Group turnover is calculated based on eligible purchases of crypto assets made by Clients within the Referral Chain. Only transactions completed within the BlockBen Wallet and linked to the Referral Program are considered for turnover.
- 8.** The Turnover Cap Rule applies to all hierarchical evaluations. This rule limits the contribution of any single referred Client to a maximum of 50% of the required group turnover for role advancement.
- 9.** The structure and criteria of the Referral Program may be amended at the discretion of BlockBen SIA. Clients will be notified of any changes via official communication channels.

5. Commissions and Bonuses

Clients participating in the Referral Program may earn commissions based on qualifying purchases made by Clients within their Referral Chain. The entitlement to commission depends on compliance with these Referral GTC and fulfillment of all program conditions.

The Referral Program operates on a semi-annual business cycle (the “Business Period”), which forms the basis for calculating performance-related metrics, including turnover and eligibility for commissions, bonuses, and rank progression.

Each Business Period is defined as follows:

- from 1 January to 30 June, and
- from 1 July to 31 December.

At the start of each new Business Period:

- all turnover-related metrics (including Group Turnover) shall be reset to zero;
- however, any previously achieved commission level or rank status shall be retained and shall not be downgraded solely due to the reset of turnover data.

5.1. Structure of the Referral System

The referral program is based on a multi-level commission structure that rewards customers for both direct and indirect referrals. Customers may be eligible for commissions and bonuses through the referral structure associated with the CrowdX product, which has its own roles, commission schemes, and eligibility rules. Customers progress through predefined roles based on the number of successful referrals and the total group turnover generated within their referral network.

Within the referral structure, all referrals, purchases, and group turnover shall be considered uniformly in accordance with the rules applicable to the CrowdX product. Customers may qualify for roles, commissions, and bonuses solely based on the conditions fulfilled within this specific structure.

Referral Roles and Advancement Criteria:

For CrowdX:

- **Member:** A referrer who has completed the required external training related to capital markets or stock exchange operations (e.g. an MNB certificate) as well as BlockBen's internal training and has opted to participate in the referral program. There is no minimum requirement for direct referrals at this level. This level serves as the entry point for qualified participants who are eligible to receive commissions under the referral program.
- **Manager:** A Referrer qualifies as a Manager if, within a single Business Period, they achieve at least ten successful direct referrals resulting in qualifying purchases, generate a minimum total Group Turnover of EUR 40,000 within their Referral Chain, and fulfill the required external and internal training obligations.
- **Senior Manager:** A Referrer qualifies as a Senior Manager if, within a single Business Period, they generate a minimum total Group Turnover of EUR 400,000 within their Referral Chain and have previously fulfilled the required external and internal training obligations, whereby the completion of such training is required only once and remains valid from the Manager level onwards.

Turnover Cap Rule: In order to qualify for advancement to positions above the Member level, the contribution of any single referrer shall not exceed 40% of the required total group turnover on the first and second referral lines, and 20% on the third referral line. This ensures balanced and genuine network growth.

Dynamic Compression: If a Client in the Referral Chain becomes inactive or loses eligibility, their commission position may be bypassed and the reward reallocated to the next eligible Client above them in the structure.

Exclusions and Limitations

- Commissions are only payable for purchases made through BlockBen mobile application.
- Commissions are not earned on Public Purchases or transactions outside the Referral Program framework.
- Retroactive sponsorship or commission claims are not permitted.

BlockBen SIA reserves the right to modify commission rates, advancement criteria, and bonus structures in accordance with Chapter 9 of these Referral GTC.

Catching bonus:

Within the framework of the matching bonus, a “breakaway” shall be defined as the event when a subordinate referrer within the referral structure reaches the Senior Manager level. The matching bonus shall in all cases be calculated based on the relevant turnover, as defined in the Terms and Conditions, generated by the breakaway structure, with a maximum of 8.00% in total.

- The bonus related to each breakaway shall be determined as follows:
- in the case of the first breakaway: 4.00%
- in the case of the second breakaway: an additional 2.60%
- in the case of the third breakaway: an additional 1.30%
- in the case of the fourth breakaway: the remaining portion, resulting in a total maximum matching bonus of 8.00%

Once the maximum matching bonus of 8.00% has been reached, the allocation of such bonus shall be determined by BlockBen SIA in accordance with its internal calculation and allocation policy.

5.2. Commissions

CrowdX -Commission Type	Member	Manager	Senior Manager
Direct Commission	10%	12%	14%
Indirect Commission	—	5%	5%
Senior Manager Bonus	—	—	5%
Catch-up Bonus	—	—	8%

1. Commissions are calculated as a percentage of the value of the qualifying purchase. Specific percentages and calculation methods are determined by BlockBen SIA and may be adjusted from time to time. Current rates and applicable thresholds are made available through the Client's dashboard or other official channels.

- 2.** BlockBen SIA may, at its discretion, grant additional bonuses to Clients based on personal performance, reaching turnover milestones, or participating in promotional campaigns. These bonuses are not guaranteed and may be subject to separate terms.
- 3.** Commissions and bonuses are credited to the Client's BlockBen Wallet. Payouts may be subject to verification, transaction processing timelines, or compliance checks in accordance with applicable legal or regulatory requirements.
- 4.** All commissions and bonuses are paid gross. Clients are responsible for the declaration and payment of any taxes or contributions resulting from their earnings under the Referral Program.
- 5.** BlockBen SIA reserves the right to withhold or reverse commission payments in the event of suspected fraud, abuse of the program, or violations of these Referral GTC.

6. Incentives, Promotions, and Special Conditions

1. BlockBen SIA may launch time-limited campaigns, promotions, or other incentive-based programs related to the Referral Program. These initiatives are intended to provide additional motivation and reward mechanisms for Clients.
2. Promotions may include but are not limited to increased commission rates, milestone bonuses, team-based rewards, or additional ranking benefits. The duration, scope, and conditions of any promotion will be defined in the applicable campaign terms.
3. Participation in such promotions is voluntary. Clients must meet all eligibility requirements as set out in the specific promotional rules to benefit from them.
4. Unless otherwise stated, promotional commissions or bonuses are calculated separately from regular Referral Program earnings and may be paid under different timelines or terms.
5. BlockBen SIA may limit the availability of any promotion to certain Clients, jurisdictions, or account types, particularly in response to legal, tax, or regulatory considerations.
6. BlockBen SIA also reserves the right to introduce Special Conditions for specific groups of Clients or during transitional periods (such as product launches or network migrations). These conditions may override or temporarily amend parts of the Referral GTC and will be clearly communicated through official channels.
7. Participation in a promotion or acceptance of special terms does not modify the Client's ongoing obligations under Referral GTC, unless expressly stated otherwise.
8. BlockBen SIA reserves the right to cancel or modify any promotion or incentive without prior notice if required for compliance, risk management, or business reasons.

7. Rules of Conduct and Restrictions

- 1.** Clients participating in the Referral Program must act in good faith, comply with all applicable laws, and respect the reputation and integrity of BlockBen SIA and its services.
- 2.** Clients may not make misleading, false, or exaggerated statements about the Referral Program, BlockBen products, or expected returns. All communication with third parties must be factually accurate and must not create the impression of guaranteed income or risk-free investment.
- 3.** The use of unauthorized marketing materials, unofficial translations, or self-created promotional content is prohibited unless approved in writing by BlockBen SIA. Any public or private communication regarding the Referral Program must clearly identify that the Client is not acting as an employee, agent, or representative of BlockBen SIA.
- 4.** Referral links must be used in accordance with applicable data protection and privacy laws. Clients are prohibited from engaging in unsolicited mass messaging (spam), deceptive advertising, or automated referral generation tactics.
- 5.** Multiple registrations by the same individual or legal entity, or the creation of artificial referral chains for the purpose of commission manipulation, are strictly prohibited.
- 6.** Clients must not refer themselves, whether through personal or corporate identities, nor may they encourage others to do so to bypass program conditions.
- 7.** BlockBen SIA reserves the right to audit referral activity and suspend or terminate participation in the Referral Program if any suspicious, abusive, or non-compliant conduct is identified.
- 8.** In the event of violation of these rules, the Client may forfeit all accrued but unpaid commissions and may be excluded from future participation in the Referral Program.

8. Suspension and Termination

- 1.** Clients may terminate their participation in the Referral Program at any time by submitting a written notice to BlockBen SIA at support@blockben.com. Termination does not affect the Client's access to other services unless explicitly requested.
- 2.** BlockBen SIA may suspend or permanently terminate a Client's participation in the Referral Program without prior notice if the Client is found to have violated these Referral GTC, engaged in fraudulent activity, or acted in a manner that damages the integrity or reputation of the program.
- 3.** In the event of termination, all unpaid commissions and bonuses may be withheld or forfeited if the termination was due to breach of these GTC or misuse of the Referral Program.
- 4.** A suspended Client may request a review of the suspension by submitting relevant documentation or clarification. BlockBen SIA is not obliged to reinstate suspended accounts and reserves the right to make a final determination at its sole discretion.
- 5.** Termination of Referral Program participation does not automatically affect the Client's wallet account or other contractual relationships with BlockBen SIA unless specified.

9. Amendments to the Referral GTC

- 1.** BlockBen SIA reserves the right to amend these Referral GTC at any time, including changes to commission structures, eligibility criteria, referral procedures, and other operational elements of the Referral Program.
- 2.** Any amendment shall be communicated to Clients through the official communication channels of BlockBen SIA, including but not limited to the Client's account interface at BlockBen mobile application or via registered email.
- 3.** Unless a shorter period is required by law or regulatory obligation, amendments shall take effect no sooner than 5 calendar days after publication.
- 4.** By continuing to participate in the Referral Program after the effective date of the amendment, the Client is deemed to have accepted the revised terms.
- 5.** If the Client does not accept the amended terms, they may terminate their participation in the Referral Program without penalty prior to the effective date of the changes. Any such termination must be submitted in writing.
- 6.** BlockBen SIA may implement amendments immediately, without prior notice, if required to comply with applicable law or regulatory requirements, or to address security, fraud, or operational risks.

10. Complaints and Dispute Resolution

- 1.** Clients may submit complaints related to the Referral Program if they believe that BlockBen SIA has breached its obligations under these Referral GTC or has made a decision that directly affects their participation or commission entitlement.
- 2.** Complaints must be submitted in writing to support@blockben.com, using the same email address registered to the Client's BlockBen Wallet account. The complaint should include all relevant facts, documentation, and a clear explanation of the issue raised.
- 3.** BlockBen SIA will confirm receipt of the complaint within a reasonable time and will conduct an internal review. A response will normally be provided within 15 business days. If additional time is required, the Client will be informed of the expected resolution timeline.
- 4.** If the Client is not satisfied with the outcome of the internal review, they may pursue legal remedies before the competent Latvian courts. Nothing in this chapter limits the Client's right to bring legal proceedings under applicable consumer protection or civil law.
- 5.** BlockBen SIA may also, at its discretion, offer the Client the option of alternative dispute resolution through a recognized mediation or arbitration body, provided both parties agree to such process in writing.

11. Miscellaneous Provisions

- 1.** If any provision of these Referral GTC is found to be invalid, unlawful, or unenforceable under applicable law, the remaining provisions shall remain in full force and effect. An invalid provision shall be replaced with a valid one that most closely reflects its intended economic and legal purpose.
- 2.** These Referral GTC represent the entire agreement between BlockBen SIA and the Client in relation to the Referral Program. They supersede any prior agreements, understandings, or representations, whether oral or written, concerning the subject matter hereof.
- 3.** BlockBen SIA's failure to exercise or enforce any right or provision of these Referral GTC shall not constitute a waiver of such right or provision unless expressly acknowledged in writing.
- 4.** All data processing and communication conducted under the Referral Program shall comply with applicable data protection laws, including Regulation (EU) 2016/679 (GDPR), and BlockBen SIA's Privacy Policy.
- 5.** BlockBen SIA shall not be liable for any delay or failure to perform its obligations under these GTC if such delay or failure results from events beyond its reasonable control, including but not limited to natural disasters, war, terrorism, regulatory intervention, or disruptions in communication systems.