

Affiliate Compliance Manual

This Compliance Manual (the “Manual”) supplements the Amulets Affiliate Program Terms of Use (the “Terms”) and provides operational guidance to participants in the Amulets Affiliate Program (the “Program”). The Manual is binding on every Affiliate as part of their participation in the Program. In case of conflict between this Manual and the Terms, the Terms control.

The purpose of this Manual is to (i) document the compliance obligations Amulets imposes on Affiliates, (ii) provide concrete examples of compliant and non-compliant conduct, (iii) preserve a written audit trail demonstrating that Amulets has provided clear compliance guidance to its Affiliates, and (iv) protect Amulets, the Affiliate, and Amulets’ regulated partners from regulatory, reputational, and contractual risk arising from the Affiliate’s marketing activities.

1. Restricted Markets and Excluded Jurisdictions

The Program is offered globally with the following exceptions, which the Affiliate must respect at all times.

1.1 United States persons are excluded. Affiliates may not target marketing efforts toward US residents, US citizens (regardless of residence), US tax residents, or any person located in the United States, its territories, or possessions. This includes geofencing of paid advertising, exclusion of US-targeted content, and avoidance of platforms whose audience is predominantly US-based unless geofencing controls are demonstrably applied. The exclusion is mandatory because Amulets Labs, LLC is a Delaware limited liability company and the Program is structured to operate outside the scope of US securities regulation, US state money transmitter licensing, and the New York BitLicense regime; offering the Program to US persons would expose Amulets to enforcement risk.

1.2 Comprehensively sanctioned jurisdictions are excluded. Affiliates may not refer users from, or target marketing toward, jurisdictions subject to comprehensive sanctions administered by the U.S. Office of Foreign Assets Control (OFAC), the European Union, the United Kingdom, the United Nations, or other sanctions authorities applicable to Amulets or its card issuance partners. As of the date of this Manual, this includes (without limitation) Iran, North Korea, Syria, Cuba, the Crimea region, the so-called Donetsk and Luhansk People’s Republics, and any other jurisdiction added to comprehensive sanctions lists from time to time.

1.3 Other restricted jurisdictions. Amulets may, at its discretion and on notice in the Affiliate dashboard, designate additional jurisdictions as restricted for partner program reasons, regulatory developments, or banking access concerns. Affiliates must conform to such designations promptly upon notice.

2. Marketing Language Restrictions

Amulets' card issuance partner program imposes restrictions on the language Affiliates may use to describe the Amulets Card. These restrictions are mandatory and are passed through to Affiliates as a condition of Program participation. Violation of these restrictions may result in Program suspension or termination, and Amulets may be subject to penalties from its partners that it will, in turn, claw back from the responsible Affiliate.

The following terms are prohibited in any marketing material, social media post, video, podcast, advertisement, or other communication produced by an Affiliate in connection with the Program. The list below is non-exhaustive; Amulets may update the restricted-terms list in the Affiliate dashboard from time to time, and Affiliates must conform to updates promptly.

Prohibited: "Visa card", "Visa debit card", "Visa prepaid card", "Mastercard card", or any reference to the underlying card network by name. Required alternative: "Amulets Card" or "Amulets payment card" without reference to the network.

Prohibited: "Spend your crypto", "use your crypto to pay", "pay with crypto", "crypto payment". Required alternative: "Use Amulets to pay globally", "Pay anywhere Amulets is accepted", "Amulets-enabled purchases", or descriptive language that does not associate the spending action with the underlying crypto asset class directly.

Prohibited: "Debit card", "credit card". Required alternative: "Amulets payment card" or simply "Amulets Card."

Prohibited: Any visual depiction of the Visa or Mastercard logo, brand mark, or trade dress, except where Amulets has provided pre-approved creative assets to the Affiliate that include such depictions under the partner program license.

Required disclosure language for organic content: Where the Affiliate publishes content that includes a Referral Link, the Affiliate must include clear disclosure of the affiliate relationship in the manner required by applicable advertising law in the Affiliate's jurisdiction and in the audience's jurisdiction. For audiences potentially including US residents (which Affiliates should geofence away from), the disclosure must comply with U.S. Federal Trade Commission ("FTC") Endorsement Guides at 16 CFR Part 255.

3. Investment-Related Communication Restrictions

The Program is structured as a performance-based affiliate compensation program, not as an investment, security, or yield-bearing product. To preserve this structure and protect Amulets, the Affiliate, and the broader user base from securities reclassification risk, the Affiliate may not communicate the Program in investment terms.

3.1 Prohibited terminology. The Affiliate may not represent the Commission as: profit share, dividend, distribution of Amulets' net income, investment return, yield, guaranteed payment,

recurring revenue, royalty, or any synonym suggesting equity ownership, fixed return, or security interest.

3.2 Prohibited framings. The Affiliate may not describe the Program as: passive income, residual income, recurring royalties, equity participation, ownership of Amulets, equity interest, share of company, or any synonym suggesting investment ownership.

3.3 Prohibited promises. The Affiliate may not promise or imply: a specific level of earnings, a guaranteed minimum payment, a return on investment, a quarterly or annual yield, automatic enrichment, or earnings independent of the Affiliate’s promotional efforts.

3.4 Required framing. The Commission is “performance-based compensation” or “affiliate commission” tied to verified transactions of Referred Users. Marketing language must reinforce that earnings depend on the Affiliate’s promotional success and the transactional activity of the users they refer, with no guaranteed minimum.

3.5 Earnings examples. Where the Affiliate publishes earnings examples (their own or hypothetical), the example must be (i) factually accurate, (ii) dated, and (iii) accompanied by a clear statement that “past performance does not guarantee future results” and “individual results vary.”

4. Anti-Money Laundering and Sanctions Awareness

While Affiliates are not directly responsible for AML compliance (which is performed by Amulets, its KYC vendor, and its card issuance partner), Affiliates are expected to understand and respect the AML and sanctions framework that governs the Program.

Affiliates may not knowingly refer (i) any person located in or resident of a sanctioned jurisdiction, (ii) any person who is, or who is owned or controlled by, a person on the OFAC SDN list or any equivalent sanctions list, (iii) any politically exposed person (“PEP”) whose source of funds the Affiliate has reason to believe is unlawful, or (iv) any person engaged in activity that the Affiliate has reason to believe is unlawful in any applicable jurisdiction.

Affiliates may not promote the Program in connection with: gambling (where unlicensed in the relevant jurisdiction), controlled substances, unlawful weapons, child sexual abuse material, fraudulent or deceptive practices, or other unlawful activity.

If an Affiliate becomes aware of suspected fraud, money laundering, sanctions evasion, or other unlawful activity in connection with the Program, the Affiliate must report it promptly to support@amulets.io with the subject line “Affiliate Compliance Concern”. Reporting in good faith does not constitute a breach of confidentiality.

5. Privacy and Data Protection

The Affiliate is responsible for compliance with applicable data protection law in the Affiliate’s place of residence and in any jurisdiction where the Affiliate’s audience is located. This includes,

where applicable, the Brazilian LGPD (Lei nº 13.709/2018), the EU GDPR (Regulation (EU) 2016/679), the UK Data Protection Act 2018, the California Consumer Privacy Act (“CCPA”) for any audience that may include California residents (notwithstanding US exclusion), and other equivalent regimes.

Affiliates must not collect, store, or process personal data of Referred Users beyond what is strictly necessary to share the Referral Link. Affiliates must not represent that they are processing data on behalf of Amulets and must not transfer Referred User data to third parties.

Where the Affiliate operates a list-based marketing channel (newsletter, email, SMS), the Affiliate must obtain valid consent from subscribers under the rules applicable in the subscriber’s jurisdiction. Amulets does not provide consent management services and does not warrant the legal status of any list the Affiliate uses.

By participating in the Program, the Affiliate acknowledges that the Affiliate’s personal data may be transferred to and processed in the United States, where Amulets Labs, LLC operates, and in other jurisdictions outside the Affiliate’s country of residence, in accordance with the Amulets Privacy Policy.

6. Advertising Disclosure Requirements

Where the Affiliate publishes content that includes a Referral Link or otherwise promotes the Program, the Affiliate must clearly disclose the affiliate relationship in a manner required by applicable advertising law and platform rules. This obligation applies regardless of the audience’s jurisdiction.

Recommended disclosure language (English): “I am an Amulets affiliate. I may receive compensation if you sign up using my link.” Or, in shorter form, “#ad” or “#paidpartnership” only where the platform’s terms permit hashtag-only disclosure (some jurisdictions and platforms require longer-form disclosure).

Recommended disclosure language (Portuguese): “Sou afiliado da Amulets. Posso receber compensação se você se cadastrar pelo meu link.”

Recommended disclosure language (Spanish): “Soy afiliado de Amulets. Puedo recibir compensación si te registras usando mi enlace.”

The disclosure must be (i) clear and conspicuous (not buried in fine print), (ii) in the same language as the surrounding content, (iii) placed before or near the Referral Link, not exclusively at the end of a long video or post, and (iv) compatible with the platform’s specific rules (Twitter, Instagram, YouTube, TikTok, and Twitch each have their own affiliate disclosure rules in addition to the underlying advertising law).

7. Tax Responsibility

The Affiliate is solely responsible for the determination, declaration, and payment of any taxes arising in connection with rewards received under the Program, in any jurisdiction in which the Affiliate is liable.

For Brazilian Affiliates, this typically includes (without limitation): IR (Imposto de Renda) on rewards received from foreign source, declaration via Carnê-Leão for monthly amounts, and reporting via DIRPF on the annual return. Receipts in SOL must be valued in BRL using the applicable Receita Federal exchange rate, and may also trigger IN/RFB 1.888 monthly reporting obligations on crypto-asset transactions. Affiliates should consult a Brazilian tax advisor to confirm their specific obligations.

For Affiliates resident in other jurisdictions, equivalent reporting and tax payment obligations may apply under local law. Amulets does not provide tax advice and makes no representation as to the tax treatment of Program rewards in any jurisdiction.

Where Amulets is required by applicable law to collect tax documentation (such as IRS Form W-8BEN), withhold any amount, or report payments to a tax authority, Amulets will do so. The Affiliate authorizes such collection, withholding, and reporting as a condition of Program participation. Tax documentation is collected post-approval where applicable, not at the time of enrollment.

8. Reporting Concerns and Seeking Guidance

If the Affiliate is uncertain whether a planned marketing activity, content piece, or audience targeting decision complies with this Manual or with applicable law, the Affiliate should seek guidance from Amulets before proceeding. The contact channel for compliance guidance is support@amulets.io with the subject line “Affiliate Compliance Question.”

Amulets will respond to compliance inquiries in good faith but does not guarantee a specific response time and does not provide legal advice. Affiliates remain responsible for compliance with applicable law in their own jurisdiction and in the audience’s jurisdiction.

If the Affiliate becomes aware of a violation of this Manual by another Affiliate, of a violation of the Terms by another Affiliate, of fraud or suspicious activity, or of a regulatory inquiry related to the Program, the Affiliate is encouraged to report it to support@amulets.io with the subject line “Affiliate Compliance Concern.” Reports may be made anonymously where the Affiliate prefers.

9. Audit Rights and Cooperation

Amulets reserves the right to audit the Affiliate’s compliance with this Manual and the Terms at any time. Audits may include (without limitation) reviewing publicly available content produced by the Affiliate that references Amulets or the Program, requesting copies of marketing materials used by the Affiliate, requesting documentation of the audience composition of the

Affiliate's channels, and requesting documentation of consent management for list-based marketing.

The Affiliate will cooperate in good faith with audits and will respond promptly to audit requests. Failure to cooperate is itself a breach of the Terms and may result in suspension and clawback under Section 10 of the Terms.

The Affiliate must retain records of communications, marketing materials, channels, and audiences used in connection with the Program for at least two (2) years from the date of last use.

10. Consequences of Non-Compliance

Violation of this Manual is treated as breach of the Terms and is subject to the suspension, termination, and clawback provisions of Section 10 of the Terms.

Without limiting the generality of the foregoing, Amulets may, at its sole discretion: (i) issue a written warning and require remediation within a specified period, (ii) suspend the Affiliate's Referral Link and accrual of rewards pending review, (iii) terminate the Affiliate's participation in the Program, (iv) reverse and claw back rewards previously credited, (v) report the Affiliate to relevant regulators, partners, or law enforcement where required by law or partner program rules, and (vi) seek indemnification from the Affiliate for any penalties, damages, or costs imposed on Amulets by partners, regulators, or third parties as a result of the violation.

The severity of the consequence will be proportionate to the severity, frequency, and intentionality of the violation. First-time, non-malicious, easily remediable violations will typically result in warnings. Material, intentional, or repeated violations will typically result in termination and clawback.

11. Updates to this Manual

Amulets may update this Manual from time to time to reflect changes in applicable law, partner program requirements, regulatory guidance, or operational learnings. Material updates will be communicated through the Affiliate dashboard or by email at least fifteen (15) days before they take effect, except where shorter notice is required by law or partner program rules.

Continued participation in the Program after the effective date of an updated Manual constitutes acceptance of the updated Manual.

12. Contact

General Program inquiries: support@amulets.io

Compliance questions: support@amulets.io with subject line "Affiliate Compliance Question"

Reports of suspected violations: support@amulets.io with subject line "Affiliate Compliance Concern"



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Amulets Labs, LLC.

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