

# CRYPTON NETWORK AGREEMENT for CRYPTON NETWORK marketers

## Preamble

- A. CRYPTON NETWORK OÜ, with its registered office at Harju maakond, Tallinn, Kesklinna linnaosa, Viru väljak 2, 10111, Estonia, registration code 14314541 (hereinafter referred to as "**CN**"), operates a marketing program.
- B. Among other things, the support of the distribution of WEXO tokens issued by Crypton Technologies Ltd. is a basis of CN's marketing program. By concluding this Agreement with CN, the other Party to this Agreement becomes a marketer of CN (hereinafter referred to as the "**Marketer**").
- C. The description of WEXO tokens as well as the General Business Terms and Conditions under which WEXO tokens were issued by Crypton Technologies Ltd., are specified in detail on the website [www.wexotoken.com](http://www.wexotoken.com).
- D. In terms of assets and personnel, CN is related to other companies, primarily Crypton Digital SE, Crypton Technologies Ltd. and UPDN one s.r.o. (hereinafter referred to as the "**Related Companies**").

## 1. Subject of this Agreement

- 1.1 Under this Agreement, the Marketer is entitled to promote the distribution of WEXO tokens, as well as under the terms and conditions of this Agreement, in particular if the terms and conditions under Article 4 are met,
  - (a) by acquiring new clients as well as by taking care of the existing clients; and
  - (b) by acquiring new marketers, as well as by taking care of the existing marketers.
- 1.2 In return for these activities, the Marketer shall be entitled to the remuneration pursuant to Article 9 of this Agreement subject to compliance with all duties pursuant to this Agreement. The right to the remuneration according to the previous sentence arises for the Marketer exclusively on the condition that the Marketer owns, for at least 21 days, one of the active products of CN or the Related Companies listed in the marketer zone on the website <https://crypton.digital/> and properly fulfils the conditions of this product. For selected products, the following terms and conditions must be met in order for them to be considered as active products for the purposes of this Article: (i) the Collateral product is considered to be active only for two years from the date of conclusion of the contract, (ii) the Crypton Profit Share product is considered to be active only for three years from the date of conclusion of the contract, and (iii) the Cryptocurrency Future product is considered active only if the Marketer has made a payment in both previous calendar months. In the case of ownership of WEXO tokens, the Marketer is entitled to a remuneration only if he/she owns WEXO tokens in the value of at least EUR 500.00. If the Marketer does not qualify for the payment of the remuneration, the remuneration remains retained and the right to the payment shall arise as soon as the Marketer subsequently fulfils the conditions.

## 2. Basis of this Agreement

The Marketer's commercial activities are governed exclusively by this Agreement and the applicable legislation of the Slovak Republic.

## 3. Legal relationship

- 3.1 CN grants the Marketer the non-exclusive right to carry out marketing activities for CN under the terms and conditions of this Agreement without territorial restriction. Within his/her business activity, the Marketer is not subject to any territorial restrictions, however he/she is always obligated, on his/her own responsibility, to ensure that he/she complies with the relevant legal requirements in a given country, otherwise his/her duty to compensate CN or a third party for damage caused to them is not affected; the Marketer is liable toward CN for any claims of third parties for damages against CN to the extent of the Marketer's share of liability in such damage.
- 3.2 The Marketer acts as an independent entrepreneur within the framework of his/her business activities. There is no working, service or socio-legal relationship between CN and the Marketer. The Marketer carries out his/her activities, which are the subject of this Agreement, solely on his/her own responsibility, independently and legally independently from CN.
- 3.3 Within the course of business activity, the Marketer is prohibited from giving the impression that he/she is an employee or other person acting on behalf of CN, or any of its Related Companies.
- 3.4 The Marketer may not represent CN, in particular he/she is not entitled to enter into contracts on behalf of CN or to take over performance; otherwise, he/she is obligated to compensate CN for the damage caused. The breach of this Point entitles CN to withdraw from this Agreement with immediate effect for the serious reason set out in Article 13 of this Agreement.
- 3.5 Only one registration is allowed for each natural or legal person. Upon registration, it is necessary to indicate the permanent residence or business address (registered office) of the member. Unauthorised membership benefits acquired by multiple registrations entitle CN to withdraw from the Agreement for a serious reason, as well as to withdraw the benefits thus obtained. As for multiple registrations, the last registration may be deleted. The benefits or rewards earned by multiple registrations shall be forfeited.

## 4. Preconditions for performing activity and entitlement to remuneration

- 4.1 Only registered members may enter into this Agreement and natural persons must be of legal age.

4.2 The Marketer's claim to remuneration is conditioned by his/her conduct in the course of business activity. At the same time, the Marketer must independently ensure that his/her business is properly reported and that he/she has all the necessary official authorisations for its performance. It must ensure proper payment of taxes and contributions and, in this respect, he/she is liable toward CN for any possible claims of third parties for damages.

## 5. The Marketer's rights and duties

5.1 The Marketer is entitled to entrust third parties with the organisational support of his/her business activities (e.g. assistance). The Marketer is obligated to ensure that these third parties also fulfil the duties arising from this Agreement.

5.2 The Marketer is obligated to make only such statements regarding activities under this Agreement, WEXO tokens, CN, the Related Companies, their products and programs, as well as regarding dissemination and marketing, which are in compliance with official documents of CN or the Related Companies; the Marketer hereby confirms his/her acquaintance with the marketer zone of the website <https://crypton.digital/>.

5.3 If the Marketer becomes aware of a possible violation of duties of the Marketer of this Agreement by another marketer, he/she is obligated to inform CN without delay.

5.4 If, in connection with performance pursuant to this Agreement, the Marketer intends to carry out paid events or provide other paid services to third parties, he/she is obligated to request a written consent of CN in advance (electronic message is sufficient).

5.5 The Marketer may not, in the context of the promotion, perform activities which could harm the reputation of CN or the Related Companies and, moreover, activities that are detrimental to the consumer rights, deceptive in relation to potential clients or that show signs of unfair competition, or any other activities likely to cause damage to CN or the Related Companies.

## 6. Registration of members

6.1 The Marketer may, using the registration form, mediate the acquisition of WEXO tokens by new clients. At the same time, he/she is obligated, inter alia, to ensure that he/she does not have the right to represent and, in particular, does not have the right to accept clients' statements. The client may become the owner of a WEXO token only in accordance with separate business terms and conditions.

6.2 The Marketer has the following responsibilities when registering new members:

6.2.1 The Marketer must ensure that the Member has at his/her disposal the General Business Terms and Conditions of CN as well as the General Business Terms and Conditions of Crypton Technologies Ltd., under which WEXO tokens were issued, in the current version (hereinafter referred to as the "**GBTC**").

6.2.2 Before completing the registration form, the Marketer must submit the GBTC to the client and must explicitly point out that these terms and conditions constitute an integral part of the contract that is being concluded.

6.2.3 In order to definitively terminate the client registration, it is necessary for the Marketer to store a sufficiently readable copy of the fully completed registration form signed by the member, in the section on the website <https://crypton.digital/>, which is reserved for this.

6.2.4 Furthermore, the Marketer undertakes to have at his/her disposal the relevant necessary current GBTC in printed form in sufficient quantities, also for examination, and to issue them to the member upon request.

6.2.5 The Marketer is obligated to safely store all the originals of registration forms and provide them at any time upon request to CN.

6.2.6 CN reserves the right to perform random inspections of registration forms.

6.3 The Marketer's responsibility when registering members:

6.3.1 The Marketer is responsible, without limitation, for complying with the provisions of this Point 6 — Registration of members. This responsibility also applies to all persons used by the Marketer to fulfil his/her contractual duties to the same extent as in relation to the conduct of third parties attributable to him/her.

6.3.2 The Marketer is obligated to record all the data of registered members with the utmost care and shall be liable, in the event of a breach of this duty, for all damages incurred by CN.

6.3.3 Any breach by the Marketer of this Section 6 entitles CN to withdraw from this Agreement under the terms and conditions set out in this Agreement.

## 7. Communication material

7.1 CN shall provide the Marketer with advertising and information material (documents, catalogues, presentations, etc.) (hereinafter referred to as the "**Communication Material**"), which the Marketer needs to perform his/her business activities under this Agreement, in the form of free-of-charge download in the marketer zone of the website <https://crypton.digital/>.

7.2 The Marketer may use exclusively authorised communications materials of CN or the Related Companies from the marketer zone of the website <https://crypton.digital/>. Before using the Communication Material, the Marketer must verify that the material corresponds to the current version. The Marketer may not alter or use these materials or the information contained in them in any way for the purposes other than the purposes that are in compliance with this Agreement. The culpable use of unauthorised communications materials, as well as the unauthorised use of authorised communications materials by the Marketer, entitles CN to terminate this Agreement immediately.

7.3 In the event of termination of this Agreement, the Marketer is obligated to immediately destroy the Communication Material available to him/her and no later than three (3) days from the date of termination of this Agreement, he/she is obligated to confirm such destruction to CN in writing. The Marketer shall not be entitled to make a copy of the Communication Material available to him/her in paper or electronic form prior to destruction.

7.4 CN bears no liability toward third parties in the event of a trademark infringement by the Marketer.

## 8. Affiliate

8.1 "**Affiliate**" of each Marketer consists of members he/she has acquired, or members who are further acquired by these members (second level members) and members acquired by the Marketer or the second level members (third level members), etc. Thus, the Affiliate consists of all marketers or members, regardless of their level, who are assigned to the Marketer on the basis of his/her recommendations and any other recommendations.

8.2 Senior marketer is a person who is placed above the Marketer in the marketer structure, thus the Marketer is, in relation to other marketers in his/her Affiliate, in the position of a Senior marketer. Direct senior marketer is a person who is placed in the marketer structure immediately above the Marketer, i.e. the person who acquired the Marketer.

8.3 The Marketer is entitled to a remuneration for all purchases of all marketers or clients at each level of the Affiliate. Purchases from another Affiliate are not counted for the benefit of the Marketer (not even if the Marketer has facilitated the conclusion of the Agreement with that member).

8.4 If the Marketer terminates his/her participation in the affiliate programme, the position of other marketers or members of the Affiliate (at the bottom or top) remains unaffected.

8.5 Transfer of the position of the Marketer to third parties is only possible with the written consent of CN.

8.6 The Marketer may, in writing or via email, request CN to be classified as another Direct senior marketer (hereinafter referred to as the "**Change of Position**"). By changing the position of the Marketer, the position of the entire Affiliate of the Marketer also changes; the new Direct senior marketer becomes a Senior marketer in relation to all marketers in the Affiliate of the Marketer who requested the Change of Position.

8.7 The Change of Position is subject to the prior consent of at least two of the following:

- (a) the original Direct senior marketer;
- (b) the new Direct senior marketer;
- (c) CN.

8.8 The change of position is subject to a fee of EUR 40.00 by the Marketer who is asking for the change of position, as well as a fee of EUR 40.00 by the new Direct senior marketer, under whom the Marketer wants to be included. Both charges are payable to an account determined by CN for this purpose. Until both charges have been properly paid, CN shall not register the change in the position of the Marketer. As long as one of the fees is paid, but the other fee is not paid within 14 days after the first fee was paid, the Change of Position shall not be registered and CN shall refund the previously paid fee to the account from which it was sent.

## 9. Remuneration

9.1 The Marketer shall be rewarded for his/her activities according to the career level achieved (hereinafter referred to as the "**Career**") and further by the number of levels between the Marketer and the marketer or the client who made the sale (hereinafter referred to as the "**Depth Bonus**").

9.2 The Marketer's Career is historically determined by the volume of all purchases in the Marketer's Affiliate at the date of the purchase in question, including the sale of other products offered by CN or the Related Companies. In order to advance to the next Career level, the Marketer is obligated to meet the 50:50 condition, i.e. that from one direct line he/she can use no more than 50% of the fulfilment of the volume condition. At the same time, the Marketer is obligated to meet the training conditions, or other conditions if they are required by CN for advancing to the next level.

9.3 All the details and the quantification of both the Career and the Depth Bonus are listed in the marketer zone of the website <https://crypton.digital/>. The Marketer thoroughly acquainted him-/herself with the marketer zone of the <https://crypton.digital/> website prior to the conclusion of this Agreement, and acknowledges that CN is entitled to change the total amount of remuneration if it is necessary on the basis of the development of the economic situation or the cryptocurrency market. CN declares that if the changes result in a retroactive reduction in remuneration, the remuneration shall be reduced overall by no more than 10%. Any changes shall always be indicated in the marketer zone of the website <https://crypton.digital/>, which the Marketer undertakes to monitor regularly.

9.4 The Marketer is not entitled toward CN for the reimbursement of his/her expenses incurred in the course of his/her business activities (in particular the reimbursement of travel expenses, material or personnel costs).

9.5 The calculation of all remunerations shall be carried out automatically after making a purchase. In the statements to be made available to the Marketer on the website <https://crypton.digital/> in the marketer zone, CN shall indicate all the information relevant to the Marketer.

- 9.6 The Marketer is obligated to review this statement without delay and to submit to CN in writing any objections in the form specified by CN no later than 10 calendar days after the delivery of the statement via the marketer zone of the website <https://crypton.digital/>. In the event of a breach of this obligation, CN may be entitled to damages against the Marketer.
- 9.7 The remuneration attributable to the Marketer within the meaning of this Agreement shall be paid on request twice a month to the Marketer's account, provided that the amount of payment entitlements reaches the minimum amount of EUR 50.00. CN is entitled to charge a transaction fee in the event of a transfer to an account not maintained by CN or any other Related Company.
- 9.8 The remuneration shall be paid as follows: 80% in BTC and 20% in WEXO tokens. The WEXO token value shall be determined for these purposes according to the sale price of WEXO tokens in the sale phase at the payout date.

## 10. Confidentiality

- 10.1 The Marketer is obligated to maintain confidentiality regarding all company and business secrets of CN or the Related Companies, which have been entrusted or made available to him/her during his/her activities, even after the termination of this Agreement.
- 10.2 Documentation relating to internal business practices entrusted to the Marketer shall be returned to CN immediately after it was properly used, and upon the termination of this Agreement at the latest.
- 10.3 The Marketer shall also bind third parties (e.g. his/her employees) to comply with these confidentiality obligations.

## 11. Privacy policy

- 11.1 The Marketer acknowledges that CN, as a controller, processes its personal data in fulfilment of the subject matter of the Agreement, in accordance with the provisions of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the Protection of Individuals with Regard to Personal Data Processing and the Free Movement of Such Data, repealing Directive 95/46/EC (General Data Protection Regulation) (hereinafter the "**Regulation**"). All information about how CN processes the personal data of the data subjects is provided [HERE](#).

## 12. The processing of personal data by the Marketer as an intermediary

- 12.1 The Contracting Parties acknowledge that in the performance of the activities of the Marketer under the Agreement, the personal data of data subjects are also processed by the Marketer as an intermediary on behalf of CN as the controller in accordance with the relevant provisions of Article 4 of the Regulation.
- 12.2 The Contracting Parties agree that the contractual relationship between the Marketer and CN under the Agreement, in the processing of personal data under the preceding paragraph of this Article of the Agreement in accordance with Article 28 of the Regulation, shall be governed by this Article of the Agreement, which for the purposes of processing personal data by the Marketer on behalf of CN in carrying out its activities under the Agreement, shall be deemed a contract for authorisation to process personal data under Article 28 of the Regulation (hereinafter also referred to as the "**Intermediation Contract**"), unless otherwise agreed between the Contracting Parties in an individual case.
- 12.3 CN hereby authorises the Marketer to process personal data on behalf of CN, which occurs in the performance of the Agreement under the following terms and conditions:
- (a) **subject and purpose of personal data processing** – the Marketer processes personal data of data subjects in the fulfilment of obligations and the exercise of rights as a marketer, which are the subject of the Agreement, exclusively for the processing purposes which are necessary for the performance of Marketer's activities under the Agreement, i.e. **for the purposes necessarily related to the acquisition of new clients and new marketers for CN, taking care of the existing clients and marketers of CN, and the exercise of control over the amount of the Marketer's commission under the Agreement, which depends on the size of the Marketer's Affiliate Network.**
  - (b) **processing time** – the marketer is entitled to process personal data on behalf of CN during the duration of the Agreement. The termination of the Agreement also terminates the authorisation granted to the Marketer for the processing of personal data pursuant to Point 17.3 of this Article of the Agreement and the Intermediation Contract as a whole, unless otherwise provided below. The termination of the authorisation shall not affect the obligations of the Marketer or another intermediary (if involved in the processing of personal data under this Article of the Agreement), which the Marketer and/or other intermediary is obliged to fulfil after the termination of the Intermediation Contract;
  - (c) **type of personal data** – common personal data, in particular: contact details – residential address, email address and telephone number and title, name, surname and other designation given by data subjects on the website [www.crypton.digital](http://www.crypton.digital) or [www.wexotoken.com](http://www.wexotoken.com);
  - (d) **categories of data subjects** – CN clients (registered users of the crypton.digital portal or [www.wexotoken.com](http://www.wexotoken.com)), potential clients, CN partners – marketers.
  - (e) **nature of personal data processing** – the Marketer performs the processing of personal data by automated and non-automated means, according to the instructions of CN in the performance of activities under the Agreement and the Intermediation Contract.
- 12.4 In the performance of their duties related to the processing of personal data arising from the Intermediation Contract, the Contracting Parties are obliged to comply with the provisions of the Regulation, Act No. 18/2018 Coll., on the Protection of Personal Data, as amended, and other regulations on the protection of personal data (hereinafter collectively referred to as the "**Regulations on the Protection of Personal Data**").

- 12.5 The Marketer processes personal data only on the basis of documented instructions, if they are in accordance with the Regulations on the Protection of Personal Data (hereinafter referred to as the "**Instructions**") and the Agreement. The relevant provisions of the Agreement governing the Marketer's duties in the performance of activities under the Agreement shall be deemed to be the Instructions given by the Client when concluding the Intermediation Contract.
- 12.6 The Marketer is obliged to maintain confidentiality about the processing of personal data and about personal data that he/she processes on behalf of CN, while this obligation continues even after the end of the processing of personal data, or after the termination of the Intermediation Contract. The Marketer shall ensure that access to the personal data processed is granted only to the persons who necessarily need access to the personal data in order to fulfil the Marketer's duties for which they have been authorised (if any, e.g. the Marketer's employees as authorised persons under Article 32(4) of the Regulation) or for the performance of the Intermediation Contract. The Marketer shall oblige the persons authorised to process personal data to maintain the confidentiality of the processing of personal data and personal data which they process on behalf of CN, even after the end of their authorisation.
- 12.7 The Marketer is obliged to inform/notify CN, taking into account the nature of the processing and the information available to the Marketer:
- (a) if, in his/her opinion, a certain CN instruction violates the provisions of the Regulations on the Protection of Personal Data, but always no later than within 3 days from the day when he/she became aware of the violation of the Regulations on the Protection of Personal Data,
  - (b) if a security incident occurs on the part of the Marketer and/or another intermediary that leads to the accidental or illegal destruction, loss, alteration, unauthorised disclosure of personal data or unauthorised access to personal data (hereinafter referred to as the "**Breach of Personal Data Protection**"), without undue delay after he/she learned about the Breach of Personal Data Protection.
- 12.8 The Marketer is entitled to transfer personal data within the European Union. The Marketer is entitled to transfer personal data to a state that is not a member state of the European Union (hereinafter referred to as the "**Third Country**") or an international organisation only with the prior written (including electronic) consent of CN.
- 12.9 The Marketer shall take the following minimum technical and organisational measures, taking into account the latest knowledge, the costs of implementing the measures and the nature, scope, context and purposes of the processing, as well as the risks with varying probability and severity for natural persons' rights and freedoms within the meaning of Article 32 of the Regulation in order to ensure the level of security in the processing of personal data commensurate with the following risk:
- (a) the specification and minimisation of the circle of persons who process personal data on behalf of the Marketer, and ensuring compliance with the provisions of the Regulations on the Protection of Personal Data when processing personal data by these persons,
  - (b) the introduction of measures to prevent access by unauthorised persons to the information systems in which personal data are processed on behalf of CN, by means of a system of passwords and access rights,
  - (c) the introduction of measures to ensure that personal data cannot be wrongfully read or observed during their transmission or processing on display units or other technical devices or documents processed in paper form,
  - (d) the introduction of mechanical security means (lockable doors, separate office, lockers and storage spaces) to ensure the adequate level of protection of paper carriers of personal data and software security means (firewall, antivirus program, the use of secure network, the updates of used software programs at regular intervals and other similar means of network security) to ensure the adequate level of protection of personal data processed in electronic form,
  - (e) in the case of communication, through which personal data are transmitted or exchanged, the use of secure communication channels enabling the encryption of the personal data transmitted (e.g. encryption – compression of an email message attachment).
- 12.10 In the event that the Marketer intends to change the security measures specified in the preceding point of this Article of the Agreement during the term of the Intermediation Contract, the Marketer is obliged to notify CN in advance and to adopt new security measures that provide at least the same level of personal data protection as the security measures originally adopted.
- 12.11 The Marketer is entitled to involve another intermediary in the processing of personal data only with the prior written or electronic consent of CN. In the event that the Marketer is interested in involving another intermediary in the processing of personal data, or if he/she wants to change another intermediary during the duration of the Intermediation Contract, he/she is obliged to inform CN about this fact in advance. If CN does not express its opinion within 5 working days from the date of notification of the Marketer's intention to involve in the processing of personal data under this point of the business terms and conditions another intermediary or change the already involved another intermediary, it is understood that CN has no objections to the involvement of another intermediary and has granted its consent to involve him/her in the processing pursuant to the Intermediation Contract.
- 12.12 After the termination of the Agreement and after the termination of personal data processing on behalf of CN, the Provider is obliged to delete (destroy) all personal data that he/she processed on behalf of CN, as well as all existing copies, unless the relevant legislation or the Regulations on the Protection of Personal Data require the retention of such personal data. The Marketer shall issue a confirmation of the deletion (destruction) of CN personal data after the termination of the Agreement in accordance with the previous sentence of this point of the Agreement, without undue delay after the termination of the Agreement and the deletion (destruction) of personal data.
- 12.13 Furthermore, the Marketer is obliged to keep and continuously update the records on processing activities pursuant to Article 30 of the Regulation, if the terms and conditions of the said Article of the Regulation are met.
- 12.14 The Marketer shall allow CN to inspect the processing of personal data on behalf of CN under the Intermediation Contract in order to verify that the Marketer is fulfilling its personal data protection obligations under this Article of the Agreement, under the following terms and conditions:
- (a) the inspection shall be performed by CN or other person authorised by it, while CN is obliged to inform the marketer about the

inspection of the processing of personal data at least 2 working days in advance,

- (b) the inspection within the meaning of the preceding paragraph of this point of this Article of the Agreement may be carried out only for the duration of this Intermediation Contract.

12.15 In the event that the Marketer breaches its obligations as an intermediary in the processing of personal data on behalf of CN provided for in the Agreement or the Regulations on the Protection of Personal Data, he/she shall be liable CN for damages resulting from the breach of these obligations. The scope of liability also applies to damage caused to third parties and to sanctions imposed on CN by the competent public authorities as a result of the breach of the Regulation or other Regulations on the Protection of Personal Data.

### **13. Prohibition of competition/ban on taking over clients and marketers**

13.1 For the duration of this Agreement, the Marketer, directly or indirectly, alone or through third parties, without the prior written consent of CN, shall not pursue activities for a competing company offering services or products identical or similar to CN's or the Related Companies' products or services, nor shall he/she establish or manage such a competing company or participate in any way in a competing company or otherwise support or advise it.

13.2 The same applies to competing companies which are competitors in relation to CN or the Related Companies under the Commercial Code of the Slovak Republic.

13.3 The Marketer's activities for competing companies that already exist at the time of conclusion of this Agreement and that were notified in writing (electronic form is sufficient) constitute an exception to the previous prohibition of competition.

13.4 Also, for the duration of this Agreement, the Marketer shall not take over clients or marketers, especially not in relation to other companies using multi-level marketing, nor shall he/she attempt to do so.

13.5 If the marketer or third parties (e.g. his/her employees) culpably infringe the provisions of this Article, CN shall have the right to request the termination of the above-mentioned conduct. The right of CN to withdraw from this Agreement as well as to claim compensation shall remain unaffected.

### **14. Duration and termination of this Agreement**

14.1 This Agreement is concluded for an indefinite period and both contracting parties may terminate it without giving any reason, while the 30-day notice period must be respected.

14.2 Both contracting parties shall have the right to withdraw from this Agreement at any time with immediate effect, i.e. on the date of delivery of a written notice of withdrawal to the other contracting party, particularly in the following cases:

- (a) The Marketer shall provide knowingly false information when concluding this Agreement.
- (b) The Marketer shall use unauthorised communications material or shall use authorised communications material in an unauthorised manner.
- (c) The Marketer breaches the prohibition of competition or the ban on taking over clients or marketers, or violates his/her confidentiality obligations.
- (d) The Marketer provides erroneous or misleading advice regarding WEXO tokens, other products offered by CN or the Related Company.
- (e) The Marketer organises a paid event, without the written consent of CN, or offers third parties paid services in connection with performance pursuant to this Agreement.
- (f) The Marketer has been convicted of an intentional crime, (i) committed against CN or the Related Company, and/or (ii) committed in connection with the pursuit of his/her marketing activities pursuant to this Agreement, (iii) which has a factual connection with the Marketer's activities pursuant to this Agreement (e.g. property offence such as fraud).
- (g) The Marketer's financial situation shall deteriorate so fundamentally that there are reasonable doubts about the Marketer's permanent solvency.
- (h) In addition to serious damage to the economic interests and/or the reputation of CN and/or the Related Company and/or business partners, the breach of a substantial contractual duty is considered to be a serious reason.
- (i) The Marketer has violated the duty imposed on him/her in Point 3.4 of this Agreement.
- (j) The Marketer has grossly violated the duty imposed on him/her in Article 5 of this Agreement.

14.3 In the event of the death of the Marketer, all remuneration in relation to which the Marketer previously met the conditions, are subject to inheritance. The Marketer's position itself may pass to the heir only on the basis of the written consent of CN. If there are several heirs, the heir who is interested in the Marketer's position shall be obligated to submit to CN the written consent of all other heirs to his/her position as a Marketer. The entry of the heir to the position of the Marketer continues to include any remuneration arising from the position of the Marketer only to the heir enrolled in the position of the Marketer; the other heirs lose the right to their share of the remuneration in the future.

### **15. Effects of termination of this Agreement**

15.1 The remuneration paid remains with the Marketer. In addition, the Marketer is entitled to the payment of remuneration for which he/she fulfilled the conditions at the time of termination of this Agreement.

15.2 Unless otherwise agreed, payments made by the Marketer shall not be refunded. The costs incurred are not refunded to the Marketer.

**16. Liability**

16.1 CN is, without limitation, liable for damage resulting from damage to life or health caused by the breach of duties on the part of CN. Pursuant to this Agreement, CN is also liable for other damages resulting from the breach of duties on the part of CN.

**17. Changes**

17.1 The Marketer undertakes to notify CN in writing of changes in his/her personal data relevant to the performance of this Agreement. This duty particularly applies to changes in address and bank details. At the same time, the Marketer undertakes to immediately inform CN of payment problems, in any case of impending insolvency or imminent prolongation. Unless the changes in the business address are notified without delay, the declarations sent by CN to the last known address shall be deemed to have been received by the Marketer.

17.2 Individual agreements shall in any case take precedence over this Agreement. As for the content of such agreements, a written contract or a written confirmation of CN shall be decisive. No oral agreements have been concluded by the contracting parties. CN also has the right to send to the Marketer instructions and information necessary for the performance of this Agreement also via SMS or email, as long as the Marketer provides such data and shall not refuse such procedure.

17.3 Changes in this Agreement and other contractual agreements between the Marketer and CN notified to the Marketer at his/her communicated address or email address shall be deemed to have been accepted by the Marketer, unless the Marketer objects to their validity in writing within 30 days of the delivery of a notice of change. At the beginning of the deadline, CN shall expressly notify the Marketer that his/her consent to the notified changes is deemed to be given unless he/she objects to their validity within the specified period in writing. Changes are deemed to have been accepted by the Marketer only if such notification has actually been given.

**18. Governing law, place of performance and jurisdiction**

18.1 This Agreement is governed by Slovak law, excluding conflict-of-law rules of private international law and the UN Convention on Contracts for the International Sale of Goods.

18.2 All disputes arising from or in connection with this Agreement shall be decided exclusively by the competent Slovak courts.

18.3 Before initiating legal proceedings, the contracting parties undertake to try to settle their disputed claims amicably and to negotiate in good faith the settlement of their disputed claims.

**19. General provisions**

19.1 Without the prior consent of CN, the Marketer is not authorised to assign this Agreement or the rights and duties of the contracting parties under this Agreement to a third party or to transfer them in any other way.

19.2 The Marketer's right to offset claims against CN is excluded.

19.3 If any of the provisions of this Agreement is in whole or in part ineffective or unenforceable, this shall not affect the effectiveness or enforceability of the other provisions.