

CRYPTON DIGITAL AGREEMENT for CRYPTON DIGITAL marketers

Preamble

- A. CRYPTON DIGITAL SE, with registered office at Staré Grunty 18, 841 04 Bratislava (hereinafter referred to as "**CD**"), operates a marketing program.
- B. The main part of CD's marketing program is, among other things, to support the dissemination and use of CD programs and products. By concluding this Agreement with CD, the other Party to this Agreement becomes a marketer of CD (hereinafter referred to as the "**Marketer**").
- C. The description of individual CD programs and products as well as their terms and conditions, options, benefits, revenues, etc., are specified in detail in the marketer zone on CD's website.
- D. In terms of assets and personnel, CD is related to other companies, primarily Crypton Technologies Ltd., CRYPTON NETWORK OÜ and UPDN one s.r.o. (hereinafter the "**Related Companies**").

1. Subject of this Agreement

1.1 Under this Agreement, the Marketer is entitled to promote the dissemination and use of CD programs and products, as well as under the terms and conditions of this Agreement, in particular if the terms and conditions laid down in Article 4 are met,

- (a) by acquiring new clients, as well as taking care of the existing clients,
- (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 remuneration, the remuneration remains retained and the right to redemption shall arise as soon as the Marketer subsequently fulfils the conditions.

2. Basis of this Agreement

The commercial activities of the Marketer are governed exclusively by this Agreement, including all annexes and applicable legislation of the Slovak Republic.

3. Legal relationship

3.1 CD grants the Marketer the non-exclusive right to carry out marketing activities for CD 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, but 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 CD or a third party for damage caused to them is not affected; the Marketer is liable toward CD for any third party claims for damages against CD 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 CD 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 CD.

3.3 Within business relationship, the Marketer is prohibited from giving the impression that he/she is an employee or other person acting on behalf of CD, or any of its Related Companies.

3.4 The Marketer may not represent CD, in particular he/she is not entitled to enter into contracts on behalf of CD or to take over performance; otherwise, he/she is obligated to compensate CD for the damage caused. The breach of this Point entitles CD 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 CD to withdraw from this 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. He/she 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, CD, the Related Companies, their products and programs, as well as regarding dissemination and marketing, which are in compliance with official documents of CD 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 immediately inform CD 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 CD 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 CD 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 CD or the Related Companies.

6. Registration of members

- 6.1 Marketers can use the registration form to involve new clients in CD programs and products. 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. When CD accepts the registration application, the client's membership of the CD program or product is established.
- 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 CD as well as any special business terms and conditions for the program or product in the current version (hereinafter referred to as **the "CD GBTC"**).
 - 6.2.2 Before completing the registration form, the Marketer is obligated to submit the CD GBTC to the client and, at the same time, is obligated to 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 CD GBTC in printed form in sufficient quantity, also for examination, and to issue them to the member upon request.
 - 6.2.5 The Marketer is obligated to store all the originals of registration forms securely and to provide them at any time upon request to CD.
 - 6.2.6 CD reserves the right to perform random inspection 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 CD.
 - 6.3.3 Any breach of this Point 6 by the Marketer entitles CD to withdraw from this Agreement under the terms and conditions set out in this Agreement.

7. Communication material

- 7.1 The CD will 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 is allowed to use exclusively authorised Communications Materials of CD 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 culpable use of unauthorised Communications Materials by the Marketer entitles CD 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 CD 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 CD 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's remuneration according to the Compensation Plan (as defined below) is calculated according to 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 (even if the Marketer has facilitated the conclusion of an agreement with that member).

8.4 If the Marketer terminates his/her participation in the affiliate program, 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 CD.

8.6 The Marketer may, in writing or via email, request CD 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) CD.

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 fees are payable to an account determined by CD for this purpose. Until both fees have been duly paid, CD shall not register the change of the Marketer's position. As long as one of the fees has been paid, but the other fees shall not be paid within 14 days after the first fee has been paid, the change in position shall not be registered and CD 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 compensation plan listed in the marketer zone of the website <https://crypton.digital/> (hereinafter referred to as the "**Compensation Plan**"). The Marketer has been thoroughly acquainted with the Compensation Plan as well as with the other content of the marketer zone of the website <https://crypton.digital/> prior to the conclusion of this Agreement and acknowledges that CD is entitled to change the Compensation Plan. The Marketer undertakes to regularly monitor the marketer zone of the <https://crypton.digital/> website and to familiarise him-/herself with the current version of the Compensation Plan so that he/she knows what remuneration shall be due to him/her in that month.

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

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

9.4 The Marketer is obligated to review this statement without delay and to submit to CD any objections in writing in the form specified by CD no later than 10 calendar days after the delivery of the statement through the marketing zone of the website <https://crypton.digital/>. In the event of a breach of this duty, CD may be entitled to compensation from the Marketer.

9.5 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. Remuneration for a specific purchase can be paid no earlier than 14 days after the purchase is made. CD is entitled to charge a transaction fee in the event of a transfer to an account not held by CD or other related company.

10. Confidentiality

- 10.1 The Marketer is obligated to maintain confidentiality regarding all company and business secrets of CD 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 must be returned to CD 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 CD, as a controller, processes its personal data in the 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 Free Movement of Such Data, repealing Directive 95/46/EC (General Data Protection Regulation) (hereinafter referred to as the "**Regulation**"). All information about how the CD processes the personal data of 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 CD as the controller, in accordance with the relevant provisions of Article 4 of the Regulation.
- 12.2 The Contracting Parties have agreed that the contractual relationship between the Marketer and CD 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 CD in the performance of its activities under the Agreement, shall be deemed to be 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 CD hereby authorises the Marketer to process personal data on behalf of CD, which occurs in the performance of the Agreement under the following terms and conditions:
- (a) **the subject and purpose of personal data processing** – the Marketer processes the 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 necessary for the performance of the Marketer's activities under the Agreement, i.e. **for the purposes necessarily related to the acquisition of new clients and new CD marketers, taking care of the existing CD clients and marketers, 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 CD 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;
 - (d) **categories of data subjects** – CD clients (registered users of the [crypton.digital](http://www.crypton.digital) portal), potential clients, CD 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 CD 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 CD, 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 CD, even after the end of their authorisation.
- 12.7 The Marketer is obliged to inform/notify CD, taking into account the nature of the processing and the information available to the Marketer:
- (a) if, in his/her opinion, a certain CD 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 to an international organisation only with the prior written (including electronic) consent of CD.
- 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 CD, 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 CD in advance and to adopt such 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 CD. 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 CD in advance. If CD does not express its opinion on the involvement of another intermediary 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 of another intermediary, it applies that CD has no objection to the involvement of another intermediary under the Intermediation Contract.
- 12.12 After the termination of the Agreement and after the termination of personal data processing on behalf of CD, the Provider is obliged to delete (destroy) and erase (destroy) all personal data that he processed on behalf of CD, as well as all the 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 personal data of CD 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 will allow CD to inspect the processing of personal data on behalf of CD 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 CD or other person authorised by it, while CD 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 CD stipulated by this Agreement or the Regulations on the Protection of Personal Data, it shall be liable to CD 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 CD by the competent public authorities as a result of a 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 CD, shall not pursue activities for a competing company offering services or products identical or similar to CD'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 it or advise it.

13.2 The same applies to competing companies that are competitors against CD or the related companies within the meaning of 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 violate the provisions of this Article, CD shall have the right to request the termination of the above-mentioned conduct. CD's right 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 on programs and products offered by CD or the Related Company.
- (e) The Marketer carries out a paid event without the written consent of CD, or offers paid services to third parties in connection with performance pursuant to this Agreement.
- (f) The Marketer has been convicted of an intentional crime, (i) committed against CD 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 is repeatedly in delay with the execution of contractual payments or a significant part of them.
- (h) The Marketer's financial situation shall deteriorate so fundamentally that there are reasonable doubts about the Marketer's permanent solvency.
- (i) In addition to serious damage to the economic interests and/or the reputation of CD and/or the Related Company and/or business partners, breach of a substantial contractual duty is considered to be a serious reason.
- (j) The Marketer has violated the duty imposed on him/her in Section 3.4. of this Agreement.
- (k) 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 remunerations in relation to which the Marketer previously met the conditions are subject to inheritance. The position of the Marketer itself can pass to the heir only with the written consent of CD. If there are several heirs, the heir who is interested in the Marketer's position shall be obligated to submit to CD 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 remunerations for which he/she fulfilled the conditions under the Compensation Plan 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 CD is, without limitation, liable for damage resulting from damage to life or health caused by the breach of duties on the part of CD. Pursuant to this Agreement, CD is also liable for other damages resulting from the breach of duties on the part of CD.

17. Changes

17.1 The Marketer undertakes to notify CD 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 CD 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 CD 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 CD shall be decisive. No oral agreements have been concluded by the contracting parties. CD 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 to this Agreement and other contractual agreements between the Marketer and CD 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 the notice of change. At the beginning of the deadline, the CD Marketer shall explicitly point out that his/her consent to the notified changes in the GBTC shall be deemed to be given, unless he/she objects to their validity within the specified period in writing. Changes in the GBTC are deemed to have been accepted by the Marketer only if this notice 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 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 without the prior written consent of CD, or to transfer them in any other way.

19.2 The right of the Marketer to offset receivables toward CD 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.