

# **ASTERIA AGREEMENT**

## **for Asteria GRP marketers**

- A. Asteria GRP LLC, with registered office at 22 Boulevard Plaza Tower 2, Dubai, United Arab Emirates, ID No.: 1073325, ("**Asteria**"), operates a marketing program.
- B. A major part of Asteria's marketing program is, among other things, to promote the dissemination and use of Asteria's programs and products. By entering into this agreement with Asteria, the other party to this agreement becomes Asteria's marketer ("**Marketer**").
- C. Descriptions of Asteria's various programs and products, as well as their terms, conditions, features, benefits, returns and other information are detailed in the Client Area of Asteria's website.
- D. Asteria is contractually and personally related to other companies, in particular Wexo Europe s.r.o., WEXO Solution s.r.o. and Wexo Development s.r.o. (hereinafter referred to as "**related companies**").

### **1. Subject of the contract**

- 1.1 The Marketer is entitled under this Agreement to promote the distribution of Asteria Products as well as under the terms of this Agreement, in particular if the conditions under Article 4 ,are met
  - (a) attracting new clients as well as looking after existing clients, and
  - (b) recruiting new marketers as well as nurturing existing marketers.
- 1.2 In consideration for these activities, the Marketer shall be entitled to the remuneration provided for in Article 9 of this Agreement, subject to compliance with all obligations under this Agreement. The right to payment of remuneration pursuant to the preceding sentence shall accrue to the Marketer solely on the condition that the Marketer owns one of the active products of Asteria or its affiliates listed in the Marketer Zone on the website <https://myasteria.com> and duly fulfills the terms and conditions of such product. The following conditions must be met for selected products to be considered active for the purposes of this article: (i) ownership of WEXO tokens, the marketer is only eligible for payment of the reward if he/she owns WEXO tokens with a purchase value of at least EUR 100, (ii) ownership of Asteria Club products is considered active for an indefinite period of time from the date of purchase of these products, (iii) ownership of Wexo Reseller products for the entire period of ownership of this product, (iv) the Wexo Share Program is considered active if the marketer has made a purchase with a value of at least EUR 200. If the marketer fails to meet the conditions for payment of the reward, the reward will be retained and the marketer will be entitled to payment of the reward as soon as the marketer subsequently meets the conditions.

### **2. Basis of the contract**

The business activities of the Marketer shall be governed solely by this Agreement and applicable law.

### **3. Legal relationship**

- 3.1 Asteria grants Marketer a non-exclusive right to conduct marketing activities for Asteria GRP under the terms of this Agreement without territorial limitation. The Marketer shall not be subject to any territorial restrictions in the performance of its business activities, but must always ensure, under its own responsibility, that it complies with the relevant legal requirements in the country in question, otherwise its obligation to compensate Asteria or a third party for any damage caused to Asteria or to a third party shall not be affected; the Marketer shall be liable to Asteria for any claims for damages by third parties against Asteria to the extent of the Marketer's share of liability for such damages.
- 3.2 The marketer acts as an independent entrepreneur within the scope of his business activity. No employment, service or social-legal relationship is established between Asteria and the marketer. The Marketer shall carry out the activities which are the subject of the contract solely on its own responsibility, independently and legally independent of Asteria.
- 3.3 The Marketer is prohibited from giving the impression in the course of business that he or she is an employee or other person acting on behalf of Asteria, or one of its related companies.
- 3.4 The marketer may not represent Asteria, in particular he is not entitled to conclude contracts on behalf of Asteria or to accept performance; otherwise he is obliged to compensate Asteria for the damage caused. Violation of this clause shall entitle Asteria 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. When registering, the permanent residence or business address (registered office) of the member must be provided. Unauthorised membership benefits acquired through multiple registrations entitle Asteria to withdraw from the contract for good cause and to withdraw the benefits so acquired. In the case of multiple registrations, the last registration may be deleted. Benefits or rewards earned by multiple registrations will be forfeited.

### **4. Eligibility to carry out the activity and to receive remuneration**

- 4.1 This Agreement may only be entered into by registered members and individuals must be of legal age.

4.2 The condition for a marketer's entitlement to remuneration is his or her actions in the course of business. In doing so, the marketer must independently ensure that his trade is duly registered and that he has all the necessary official permits for its exercise. He must ensure that taxes and levies are duly paid and, in this respect, he is liable to Asteria for any third-party claims for damages.

## 5. Rights and obligations of the marketer

5.1 The marketer is entitled to entrust third parties (e.g. assistance) with the organisational support of its business activities. The Marketer is obliged to ensure that these third parties also fulfil their obligations under this Agreement.

5.2 The Marketer is only obliged to make statements regarding the activities under this Agreement, Asteria, the Affiliated Companies, their products and programs, as well as their distribution and marketing, which are in accordance with the official documents of Asteria or the Affiliated Companies; the Marketer hereby confirms his/her familiarity with the marketing area of the <https://myasteria.com/> website.

5.3 If the Marketer becomes aware of a possible breach of the Marketer's obligations under this Agreement by another Marketer, the Marketer shall promptly notify Asteria of such breach.

5.4 If the Marketer plans to conduct paid events or provide other paid services to third parties in connection with performance under this Agreement, the Marketer must obtain prior email consent from Asteria.

5.5 The Marketer shall not engage in activities in the context of the Promotion that could damage the reputation of Asteria or its affiliates, and shall not engage in activities that are detrimental to the rights of the consumer, misleading to potential clients, or exhibit signs of unfair competition, or any other activities that could cause damage to Asteria or its affiliates.

## 6. Registration of clients

6.1 The marketer can use the registration link to register new clients to the Asteria zone. In doing so, he must take care, among other things, that he does not have the right to represent and, in particular, does not have the right to accept statements from clients.

6.2 The marketer has the following responsibilities when registering new clients:

6.2.1 The Marketer must ensure that the Client has Asteria's General Terms and Conditions and any specific terms and conditions for the program or product, as amended from time to time ("**Asteria's GTC**").

6.2.2 Before completing the registration form, the marketer must refer to the Terms and Conditions and must explicitly point out that these terms and conditions are an integral part of the registration and the contract being concluded.

6.2.3 Asteria reserves the right to conduct random checks on registered clients and marketers.

6.3 Responsibility of the marketer when registering clients:

6.3.1 The Marketer shall be responsible for compliance with the provisions of this Section 6 - Client Registration, without limitation. This responsibility also applies to all persons used by the marketer to fulfil his contractual obligations to the same extent as to the conduct of third parties attributable to him.

6.3.2 The Marketer is obliged to record all details of registered members with the utmost care and is liable for any damage caused to Asteria in the event of a breach of this obligation.

6.3.3 Any breach of this clause 6 by the Marketer shall entitle Asteria to terminate the Agreement on the terms and conditions set out in this Agreement.

## 7. Communication channel

7.1 Asteria shall provide the Marketer with the advertising and information material in electronic form (handouts, brochures, presentations, etc.) (hereinafter referred to as: "**Marketing Material**") that the Marketer needs to conduct its business under this Agreement, free of charge, for download in the Marketing Area of the <https://myasteria.com/> website.

7.2 Marketer may only use authorized marketing materials from Asteria or affiliated companies from the marketing area of the <https://myasteria.com/> website. Before using marketing material, the marketer must check that the material corresponds to the current version. The marketer may not alter these materials or the information contained therein in any way or use them for any purpose other than in accordance with this Agreement. Marketer's culpable use of unauthorized marketing materials, as well as Marketer's unauthorized use of authorized marketing materials, shall entitle Asteria to immediate termination of this Agreement.

7.3 In the event of termination of this Agreement, Marketer shall promptly destroy any marketing material available to it and shall confirm its destruction to Asteria in writing no later than three (3) days after the date of termination of the Agreement. Marketer shall not be entitled to make paper or electronic copies of any Marketing Material available to it prior to destruction.

7.4 Asteria shall not be liable to third parties in the event of trademark infringement by the marketer.

## 8. Affiliate

- 8.1 Each marketer's "**affiliate**" consists of the clients that the marketer has acquired, or the clients that have gone on to be acquired by those clients (second tier clients) and the clients that the marketer has acquired, or the second tier clients (third tier clients), etc. Thus, an affiliate consists of all marketers or clients, regardless of their tier, who are assigned to a marketer based on the marketer's referrals and any other referrals.
- 8.2 A senior marketer is a person who is ranked above the marketer in the marketing structure, so the marketer is in the position of a senior marketer in relation to the other marketers in his affiliate. The immediate senior marketer is the person who is ranked immediately above the marketer in the marketing structure, i.e. the person who acquired the marketer.
- 8.3 The marketer is rewarded on all purchases made by all marketers or clients at each Affiliate level. Purchases from another Affiliate do not count in favour of the Marketer (even if the Marketer has brokered the Agreement with that Member).
- 8.4 If a marketer terminates his/her participation in the affiliate program, the position of the other marketers or members of the affiliate (at the bottom or top) remains unaffected.
- 8.5 The transfer of the marketer's position to third parties is not possible in any case.
- 8.6 The Marketer may request by email to Asteria to be placed under a different direct senior marketer ("**Change of Position**"). The change of position of a Marketer also results in a change of position of the entire Marketer Affiliate, so the new Direct Senior Marketer becomes the Senior Marketer in relation to all Marketers in the Marketer Affiliate that requested the change of position.
- 8.7 The change of position is subject to the prior consent of all parties involved:
- (a) the original direct senior marketer;
  - (b) new direct senior marketer;
  - (c) Asteria
  - (d) the applicant (client).
- 8.8 The change of position is subject to a fee based on the complexity of incorporating the change and the transfer of the affiliate's business structures. The fee is determined by the company. The fee is paid by the new direct senior marketer under whom the marketer wishes to be placed. The fee is payable to an account designated by Asteria for this purpose. Asteria will not register the change of position of the marketer unless the fee is duly paid.
- 8.9 A change of position is only possible if all parties properly agree and neither party is financially or career disadvantaged or advantaged to the detriment of the other.

## 9. Reward

- 9.1 The Marketer will be remunerated for his/her activities according to the career level achieved (hereinafter referred to as "**career**") and further according to the number of steps between the Marketer and the marketer or the client who made the sale (hereinafter referred to as "**difference commission**").
- 9.2 A marketer's career will be determined historically by the volume of all purchases in the marketer's Affiliate as of the date of the purchase in question, including sales of other products offered by Asteria or its affiliates. In order to advance to the next career level, the marketer must meet the 50:50 condition, i.e. that no more than 50% of a single direct line can count towards meeting the volume condition. At the same time, the marketer must have fulfilled the training or other conditions, if any, required by Asteria for advancement to the next level, which are listed in the Affiliate Zone on the website <https://myasteria.com/>.
- 9.3 Full details and quantification of both the career and depth bonus are listed in the marketing area of the website <https://myasteria.com/>. The Marketer has thoroughly familiarized himself with the Marketer Zone of the website <https://myasteria.com/> before entering into this Agreement and acknowledges that Asteria is entitled to change the total amount of the remuneration if it becomes unavoidable based on the development of the economic situation or the cryptocurrency market. Any changes will always be indicated in the marketer's area of the website <https://myasteria.com/> in the careers section, which the marketer undertakes to monitor regularly.
- 9.4 The Marketer shall not be entitled to reimbursement from Asteria for its expenses incurred in the course of its business activities (in particular, reimbursement of travel, material or personnel costs).
- 9.5 The calculation of all rewards is done automatically after the product order has been approved. Asteria will include all information relevant to the marketer in the billing statements that will be made available to the marketer on the [https://myasteria.com](https://myasteria.com/) website in the marketer's area.
- 9.6 The Marketer shall promptly check this calculation and submit any objections to Asteria in writing in the form specified by Asteria no later than 14 calendar days after the calculation has been credited via the Marketing Area of the <https://myasteria.com/> website. In the event of a breach of this obligation, Asteria may be entitled to claim damages against the marketer.
- 9.7 The remuneration due to the Marketer under this Agreement will be paid on demand twice a month to the Marketer's account, provided that the amount of payment claims reaches the minimum amount of EUR 50 and the Marketer has a fully verified account. Asteria shall be entitled to charge a transaction fee in the event of a transfer to an account that is not held by Asteria or another related company.
- 9.8 The reward for a client who exchanges the value of an active product for another new product is considered a retention sale and the commission for the marketer may be adjusted according to the current campaign.

- 9.9 The reward will be credited 90% in commission and 10% in marketing credit.
- 9.10 The marketing credit is used in a 50:50 ratio for two purposes:
- (a) The first part of the credit is used by the Wexo Reseller (the owner of the Wexo Reseller License) as a Reseller Credit in his/her zone in the Wexo app for the purpose of recruiting new registered users of the Wexo platform in the form of a so-called Welcome Bonus. The balance of the amount of this part are listed in the Wexo app in the Wexo Reseller Zone and also in the Asteria Zone.
  - (b) The second part of the credit is used to purchase the Wexo Share Program product for that marketer at the current selling price. This purchase is not subject to commission and turnover for the senior marketer. The credit cannot be used against third parties.
- 9.11 A marketer who is not the owner of a Wexo License loses the right to use the second part of the credit.
- 9.12 The credit can be used by the marketer within 3 months of crediting. Otherwise, the credit will be forfeited to the company.

## 10. Silence and confidentiality

- 10.1 Marketer shall maintain confidentiality with respect to all corporate and trade secrets of Asteria or its affiliates that are entrusted to or disclosed to it by Asteria in the course of its business, even after the termination of this Agreement.
- 10.2 Documentation regarding internal business practices that has been entrusted to Marketer must be returned to Asteria promptly after its proper use, but no later than the termination of this Agreement.
- 10.3 The marketer shall also bind third parties (e.g. its employees) to these obligations of confidentiality and secrecy.

## 11. Privacy Policy

- 11.1 The Marketer acknowledges that Asteria, as the controller, processes his/her personal data in the performance of the subject matter of this 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 natural persons with regard to the processing of Personal Data and on the free movement of such data and repealing Directive 95/46/EC (General Data Protection Regulation) (hereinafter referred to as the "**Regulation**"). Full details of how Asteria processes data subjects' personal data are set out on the website.

## 12. Processing of personal data by the marketer as an intermediary

- 12.1 Asteria and the Marketer acknowledge that in carrying out the activities of the Marketer pursuant to this Agreement, the Marketer as processor on behalf of Asteria as controller also processes the personal data of the Data Subjects within the meaning of the relevant provisions of Article 4 of the Regulation.
- 12.2 Asteria and the Marketer agree that the contractual relationship between the Marketer and Asteria under the Agreement shall be governed by this Article of the Agreement for the processing of Personal Data by Asteria pursuant to the preceding clause of this Article of the Agreement in accordance with Article 28 of the Regulation, which shall be deemed to be a contract of entrustment with the processing of Personal Data pursuant to Article 28 of the Regulation for the purposes of the processing of Personal Data by the Marketer on behalf of Asteria in the performance of its activities under this Agreement (the "**Entrustment Agreement**"), unless otherwise agreed between the parties in an individual case.
- 12.3 Asteria hereby authorizes the Marketer to process personal data on behalf of Asteria in the performance of this Agreement under the following conditions:
- (a) **Subject matter and purpose of processing of personal data** - The Marketer shall process the personal data of Data Subjects in the performance of its duties and exercise of its rights as a marketer, which are the subject of this Agreement, solely for the purposes of processing which are necessary for the performance of the Marketer's activities under this Agreement, i.e. **for the purposes which are necessarily related to the acquisition of new clients and new marketers for Asteria, the nurturing of existing clients and marketers of Asteria, and the exercise of control over the amount of the Marketer's commission under the Agreement, which is dependent on the size of the Marketer's Affiliate Network.**
  - (b) **processing period** - The Marketer is entitled to process personal data on behalf of Asteria for the duration of the Agreement. Upon termination of the Agreement, the authorization granted to the Marketer to process Personal Data pursuant to Clause 17.3 of this Article of the Agreement and this Mediation Agreement as a whole shall also terminate, unless otherwise provided below. The termination of the mandate shall be without prejudice to the obligations of the Marketer or other processor (if involved in the processing of personal data pursuant to this Article of the Agreement), which the Marketer and/or other processor is obliged to perform after the termination of the Mediation Agreement;
  - (c) **type of personal data** - common personal data, in particular: contact data - address of residence, e-mail address and telephone number and title, first name, surname, date of birth and other identification provided by the data subjects on the website [www.myasteria.com](http://www.myasteria.com) or [www.wexopay.com](http://www.wexopay.com);
  - (d) **categories of data subjects** - Asteria clients (registered users of [myasteria.com](http://myasteria.com) or [www.wexopay.com](http://www.wexopay.com)), potential clients, Asteria partners - marketers.
  - (e) **nature of processing of personal data** - the Marketer performs the processing of personal data by automated and non-automated means, as instructed by Asteria in the performance of activities under the Agreement and this Intermediary Agreement.

- 12.4 Asteria and the Marketer 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 "**Personal Data Protection Regulations**") in the performance of their obligations in the processing of personal data arising from this Agreement - Mediation Agreement.
- 12.5 The Marketer shall only process personal data on the basis of documented instructions if they are in accordance with the Data Protection Regulations (the "**Instructions**") and this Agreement. The instructions given by the Customer in entering into this Intermediary Agreement shall be deemed to be the relevant provisions of the Agreement governing the obligations of the Marketer in carrying out activities under this Agreement.
- 12.6 The Marketer is obliged to maintain confidentiality about the processing of personal data and about the personal data that it processes on behalf of Asteria, and this obligation continues even after the end of the processing of personal data or after the termination of the Intermediary Agreement. The Marketer shall ensure that access to the personal data processed is restricted to persons who strictly need access to the personal data for the performance of the duties of the Marketer for which they have been authorised (if any, e.g. employees of the Marketer in their capacity as authorised persons within the meaning of Article 32(4). Regulation) or for the performance of this Intermediary Agreement. The Marketer shall oblige the persons entrusted with the processing of personal data to maintain the confidentiality of the processing of personal data and of the personal data they process on behalf of Asteria, even after the termination of their entrustment.
- 12.7 The marketer is obliged, taking into account the nature of the processing and the information available to the marketer, to inform/warn Asteria:
- (a) if, in its opinion, a particular Asteria instruction violates the provisions of the Privacy Regulations, but always no later than 3 days from the date on which it became aware of the violation of the Privacy Regulations,
  - (b) if a security incident occurs on the part of the marketer and/or other processor that results in the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or unauthorized access to, personal data ("**Data Breach**") without undue delay after becoming aware of the Data Breach.
- 12.8 The Marketer is authorised to carry out the transfer of personal data within the European Union. The Marketer is entitled to transfer personal data to a country that is not a member of the European Union ("**Third Country**") or to an international organisation only with the prior written (including electronic) consent of Asteria.
- 12.9 Taking into account the state of the art, the cost of implementing the measures and the nature, scope, context and purposes of the processing, as well as the risks of varying likelihood and severity to the rights and freedoms of natural persons within the meaning of Article 32 of the Regulation, the marketer shall take the following minimum technical and organisational measures to ensure a level of security of the processing of personal data appropriate to the risk:
- (a) specifying and minimizing the range of persons who process personal data on behalf of the marketer and ensuring compliance with the provisions of the Personal Data Protection Regulations when processing personal data by these persons,
  - (b) the introduction of measures to prevent unauthorised persons from gaining access to the information systems in which personal data is processed on behalf of Asteria, by means of a system of passwords and access authorisations,
  - (c) the introduction of measures to ensure that personal data cannot be unlawfully read or disclosed when they are transmitted or processed on display units or other technical devices or documents processed in paper form,
  - (d) the introduction of mechanical security measures (lockable doors, a separate office, lockable cabinets and lockers) to ensure an adequate level of protection of paper-based personal data media and software security measures (firewall, antivirus, use of a secure network, regular updates of software programs in use and other similar network security measures) to ensure an adequate level of protection of personal data processed in electronic form,
  - (e) when communicating through which personal data is transferred or exchanged, using secure communication channels that allow encryption of the personal data being transferred (e.g. encryption - compressing the attachment of an email message).
- 12.10 In the event that the Marketer intends to change the adopted security measures specified in the preceding paragraph of this Article of the Agreement during the term of this Intermediary Agreement, it shall notify Asteria in advance of any such change and adopt such new security measures that provide at least the same level of protection for Personal Data as that provided by the originally adopted security measures.
- 12.11 The marketer is only entitled to involve another processor in the processing of personal data on the basis of Asteria's prior written or electronic consent. If the Marketer wishes to involve another processor in the processing of personal data or if it wishes to change another processor during the term of this Intermediary Agreement, it must inform Asteria in advance. If Asteria does not comment within 5 working days from the date of notification of the marketer's intention to involve another processor in the processing of personal data pursuant to this clause of the Terms and Conditions or to change an already involved additional processor, Asteria shall be deemed not to have objected to the involvement of the additional processor and to have given its consent to its involvement in the processing pursuant to the Mediation Agreement.
- 12.12 Upon termination of the Agreement and the termination of the processing of personal data on behalf of Asteria, the Provider shall delete (destroy) all personal data that it has processed on behalf of Asteria and delete (destroy) all existing copies, unless applicable law or the Data Protection Regulations require the retention of such personal data. Marketer shall issue a confirmation of Asteria's deletion (destruction) of the Personal Data upon termination of the Agreement pursuant to the preceding sentence of this clause of the Agreement, without undue delay after the termination of this Agreement and the deletion (destruction) of the Personal Data.
- 12.13 The marketer is further obliged to keep and keep up-to-date records of processing activities pursuant to Article 30 of the Regulation if the conditions of that Article of the Regulation are met.

- 12.14 The Marketer shall allow Asteria to inspect the processing of Personal Data on behalf of Asteria pursuant to this Intermediary Agreement for the purpose of verifying that the Marketer is complying with its data protection obligations under this Article of the Agreement on the following terms:
- (a) the check shall be carried out by Asteria or another person authorised by Asteria, whereby Asteria is obliged to inform the marketer of the check of the processing of personal data at least 2 working days in advance,
  - (b) control within the meaning of the preceding paragraph of this clause of this Article of the Agreement may be exercised only for the duration of this Intermediary Agreement.

12.15 In the event that the Marketer breaches its obligations as a processor when processing personal data on behalf of Asteria as set out in this Agreement or the Data Protection Regulations, Asteria shall be liable for damages resulting from the breach of these obligations. The scope of liability also extends to damages caused to third parties and to penalties imposed on Asteria by the relevant public authorities as a result of a breach of the Regulation or any other of the Data Protection Regulations.

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

- 13.1 Marketer shall not, during the term of this Agreement, directly or indirectly, by itself or through third parties, without the prior written consent of Asteria, conduct business for, form or manage, or in any way participate in or otherwise support or advise, a competing company that offers services or products identical or similar to those of Asteria or its affiliates.
- 13.2 The same applies to competing companies that are competitors of Asteria or related companies within the meaning of the Slovak Commercial Code.
- 13.3 The activities of the marketer for competing companies that already exist at the time of the conclusion of this Agreement and have been communicated in writing (electronically only) constitute an exception to the previous non-compete prohibition.
- 13.4 The Marketer will also not, during the term of this Agreement, refer clients or marketers, especially not to other companies using multi-level marketing, nor will it attempt to do so.
- 13.5 If the marketer or third parties (e.g. its employees) culpably violate the provisions of this article, Asteria has the right to demand the termination of the aforementioned proceedings. Asteria's right to withdraw from this Agreement as well as to claim damages shall remain unaffected.

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

- 14.1 The agreement is concluded for an indefinite period of time and can be terminated by both parties without giving any reason, subject to a 30-day notice period.
- 14.2 Both Parties shall have the right to withdraw from the Agreement at any time with immediate effect, i.e. on the date of delivery of a written notice of withdrawal to the other Party, in particular in the following cases:
- (a) Marketer knowingly provides false information when entering into this Agreement.
  - (b) The marketer uses unauthorized communication material or uses authorized communication material in an unauthorized manner.
  - (c) The marketer violates a non-compete or non-solicitation prohibition or breaches his or her duties of confidentiality and secrecy to clients or marketers.
  - (d) Marketer provides erroneous or misleading advice regarding products offered by Asteria or an affiliated company, Asteria or affiliated companies.
  - (e) The Marketer shall, without Asteria's written consent, conduct a paid event or offer paid services to third parties in connection with performance under this Agreement.
  - (f) Marketer has been convicted of a willful criminal offense (i) committed by Marketer against Asteria or an Affiliate, and/or (ii) committed by Marketer in connection with the performance of its marketing activities under this Agreement, (iii) that is materially related to Marketer's activities under this Agreement (e.g., property offenses such as fraud).
  - (g) The marketer's financial circumstances deteriorate so substantially that there are reasonable doubts as to the marketer's continued solvency.
  - (h) In addition to serious damage to the economic interests and/or reputation of Asteria and/or its affiliates and/or business partners, a breach of material contractual obligations is considered to be a serious reason.
  - (i) The Marketer has breached the obligation imposed on it in clause 3.4 of this Agreement.
  - (j) The Marketer has grossly breached the obligation imposed on it in Article 5 of this Agreement.
- 14.3 In the event of the marketer's death, any rewards for which the marketer previously qualified are subject to inheritance. The marketer's position itself can only pass to the heir with Asteria's written consent. If there are multiple heirs, the heir interested in the marketer position must provide Asteria with the written consent of all other heirs to his or her assumption of the marketer position. By enrolling an heir as a marketer, any remuneration derived from the position of marketer continues to belong only to the heir enrolled as a marketer; the other heirs lose their future entitlement to their shares of the remuneration.

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

- 15.1 The remuneration paid remains with the marketer. In addition, the Marketer shall be entitled to receive payment of the fees for which it has qualified at the time of termination of this Agreement.
- 15.2 Unless otherwise agreed, payments made by the marketer shall not be refunded to the marketer. Costs incurred shall not be refunded to

the marketer.

## **16. Responsibility**

16.1 Asteria shall be liable without limitation for damages resulting from injury to life or limb caused by Asteria's breach of duty. Asteria shall also be liable under this Agreement for other damages that result from Asteria's breach of duty.

## **17. Changes**

17.1 The Marketer undertakes to notify Asteria in writing of any changes to its personal data that are material to the performance of the Contract. This obligation applies in particular to changes of address and bank connection. At the same time, the marketer undertakes to inform Asteria immediately of payment problems, in any case of impending insolvency or impending extension. Unless changes of business address are notified without delay, statements sent by Asteria by post to the last known address shall be deemed to have been accepted by the marketer.

17.2 In any event, individual agreements shall take precedence over this Agreement. The content of such agreements shall be governed by the written agreement or written confirmation by Asteria. The parties have not entered into any oral agreements. Asteria shall also be entitled to send the Marketer instructions and information necessary for the execution of the Agreement by SMS or e-mail, provided that the Marketer provides such information and does not refuse this procedure.

17.3 Changes to this Agreement and other contractual agreements between Marketer and Asteria communicated to Marketer at Marketer's notified address or email address shall be deemed accepted by Marketer unless Marketer objects to their validity in writing within 30 days of receipt of notice of the change. Asteria shall expressly notify the marketer at the beginning of the period that its acceptance of the notified changes shall be deemed to be given unless the marketer objects to their validity in writing within the specified period. The changes shall only be deemed to have been accepted by the marketer if this notice was in fact the content of the notification.

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

18.1 This Agreement shall be governed by Slovak law to the exclusion of conflict of laws rules of private international law and the United Nations Convention on Contracts for the International Sale of Goods.

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

18.3 The parties undertake to attempt to settle their disputed claims amicably and to negotiate in good faith a settlement of their disputed claims prior to the commencement of legal proceedings.

## **19. General provisions**

19.1 Marketer shall not assign this Agreement or the rights and obligations of the parties under this Agreement to any third party or otherwise transfer them without the prior written consent of Asteria.

19.2 The marketer's right of set-off against claims against Asteria is excluded.

19.3 If any provision of this Agreement is ineffective or unenforceable in whole or in part, the effectiveness or enforceability of the remaining provisions shall not be affected thereby.

19.4 This Agreement shall enter into force and effect on 18.3.2025