



GENERAL TERMS AND CONDITIONS OF FINSTECO COOPERATION

1 INTRODUCTORY PROVISIONS

- 1.1 The subject matter of these General Terms and Conditions of Finsteco (hereinafter referred to as "GTC") of Finsteco s.r.o, Ružinovská 42, 821 03 Bratislava, ID No.: 55 131 328, registered in the Commercial Register of the District Court Bratislava I, Section: Sro, Insert No.: 166182/B (hereinafter referred to as "Finsteco"), is to regulate the mutual rights and related obligations between the Sales Representative and Finsteco, to regulate the process of intermediation of Finsteco products, and to regulate other matters relevant to the relationship established by the contract concluded pursuant to these General Terms and Conditions of Business.
- 1.2 The Sales Representative agrees to these GTC, an integral part of which is the Privacy Policy published on the Website, valid at the time of conclusion of the contract, in the form of a confirmation of his/her will to be bound by their provisions by registering on the Website.
- 1.3 Legal relations that are not regulated in these GTC shall be governed by the applicable laws of the Slovak Republic.

2 INTERPRETATION OF TERMS

- 2.1 AML Act means Act No. 297/2008 Coll. on the Protection against the Legalization of the Proceeds from Crime and the Financing of Terrorism and on the Amendment and Supplementation of Certain Acts.
- 2.2 Finsteco means Finsteco Ltd. as specified in clause 1.1 of Article 1 of these GTC. Finsteco is the operator of the Website on which it offers the possibility to create a User Account to Sales Representatives through which they perform Finsteco Token Intermediation for Finsteco.
- 2.3 Finsteco token means a non-fungible (non-interchangeable) token, as a unit of data, located on a digital blockchain database, the issuer of which is Finsteco, and which is not tradable on an exchange trading cryptocurrencies, nor otherwise publicly offered for sale, whereby the Sales Representative is entitled under these GTC to mediate the conclusion of mediated agreements, the subject of which will be the transfer of ownership or the acquisition of other rights that enable the disposition of the Finsteco token by Finsteco customers.
- 2.4 Finsteco Utility means a specific type of token created on the "blockchain" platform, which represents a certain monetizable value.
- 2.5 Project means a project called Finsteco, which involves the creation of a Finsteco token, with which is associated the opportunity to participate in the Project with the option to purchase a Finsteco token. The Project will enable DeFi Staking, LP Staking, the acquisition of Holding Rewards, Incentives & Rewards Payout and Governance. The Project is made available to the Sales Representative after logging into their Account.

- 2.6 Intermediary Agreement means an agreement entered into on the basis of the Sales Representative's Intermediation between Finsteco and the Interested Party, the subject of which is the obligation of Finsteco to transfer the ownership of Finsteco Tokens in favor of the Interested Party and the obligation of the Interested Party to pay the agreed price to Finsteco for the same. The subject matter of the Intermediated Agreement is also the regulation of the mutual rights and obligations of Finsteco and the Interested Party in connection with the acquisition of ownership of Finsteco Tokens and payment of the agreed price, or with the acquisition of other rights to Finsteco Tokens, which enable their disposal.
- 2.7 Intermediation means the Sales Representative's activity consisting in and directed towards Finsteco having the opportunity to conclude an Intermediated Contract with an Interested Party, where the term intermediation includes any activity of the Sales Representative resulting in Finsteco having the opportunity to conclude an Intermediated Contract with an Interested Party, including active searching and approaching by the Interested Party, telephone communication, email communication, face-to-face communication with Interested Parties, promotion of Finsteco and Finsteco Token, negotiation with Interested Parties, as well as any other activity aimed at creating an opportunity for Finsteco to enter into a Brokered Contract.
- 2.8 Tokenomics means the tokenomics created by Finsteco, which further specifies the Finsteco Token and the opportunities to use the Finsteco Token and the Project. The Tokenomics is made available to the Sales Representative after logging into his Account.
- 2.6 Account means the user interface of the Website established for the Sales Representative by registration. The successful creation of an Account is a prerequisite for the continued use of the Website's features as well as other features provided by associated websites.
- 2.7 Website means the website <https://www.finsteco.com>.
- 2.8 Sales Representative means
- a. Entrepreneur - a natural person who, in entering into and performing the Contract, is acting within the scope of his or her business; and
 - b. a legal entity and an authorized representative of a legal entity, and who has entered into the Contract with Finsteco. The Sales Representative is a party to the Contract.
- 2.9 Interested Party means
- a. Consumer - a natural person who is not acting within the scope of his/her business, occupation, or profession when concluding and performing the Contract and who has attained the minimum age of 18 years;
 - b. entrepreneur - a natural person who, in entering into and performing the Contract, is acting within the scope of his or her business, occupation, or profession; and
 - c. an authorized representative of a legal entity, who is interested in purchasing a Finsteco Token.
- 2.10 The Contract shall be understood to be an intermediary agreement in electronic form, which is usually in the form of accession to these GTC, and which also includes the Privacy Policy and all related legal documents, information and instructions related to the conclusion of the Contract and the performance of the mutual obligations of Finsteco and the Sales Representative, in force at the time of conclusion of the Contract.
- 2.11 Contracting Party means Finsteco and the Sales Representative who have entered into the Contract with each other.

3 SUBJECT MATTER OF THE CONTRACT AND THE PROCEDURE FOR ITS CONCLUSION CREATION OF AN ACCOUNT BY THE SALES REPRESENTATIVE

CREATION OF AN ACCOUNT BY THE SALES REPRESENTATIVE

- 3.1 Finsteco provides the possibility to create an Account by registering on its Website. Sales Representatives who wish to broker the purchase of a Finsteco Token for Finsteco must register; prior to registration, these GTC, the Privacy Policy, and any other relevant documents for the contractual relationship between the Sales Representative and Finsteco, as well as the rules of use of the Website, are made available to the Sales Representative. Creating an account is free of charge.
- 3.2 The Sales Representative will set up an Account by entering the required details. The Sales Representative is advised to use a strong password when creating the Account and to store and guard this password against theft or misuse by third parties. In the event that the Sales Representative is harmed as a result of a third party misusing his Account, in particular, but not exclusively as a result of his interface being compromised by a compromised or stolen password, Finsteco shall not be liable for any such damage and/or other harm caused to the Sales Representative.
- 3.3 Upon registration, the Sales Representative will receive an authentication code at the e-mail address provided by him, after entering which an Account will be created for him and, after logging in, his limited user interface on the Website will subsequently be made available to him. The full functionality of the user interface on the Website requires the procedure specified in clause 3.5 of Article 3 of these GTC.
- 3.4 Finsteco reserves the right to limit the number of Accounts per Sales Representative and not to allow the creation of a new Account in the case of an existing relationship.
- 3.5 For the purpose of payment of the Intermediation commission by Finsteco Token, the Sales Representative is obliged to provide assistance in the identification and verification performed by Finsteco in accordance with the AML Law, both prior to the conclusion of the Agreement and during the term of the contractual relationship. Notwithstanding the initial provision of data, information and statements, the Account may be canceled if the Sales Representative fails to undergo the necessary anti-money laundering checks during the term of the Contract.
- 3.6 Finsteco may, as part of the process of identification and verification of data, information, statements and IDs, decide not to enter into a Contract with a particular Sales Representative, in accordance with the rules adopted in fulfilling its obligations under the AML Law.
- 3.7 To protect against money laundering, Finsteco has adopted internal rules that include not entering into Contracts with persons based in/with companies based in so-called Designated Locations, which are considered by the AML Regulations to be high-risk countries.
- 3.8 Upon successful verification of the data and information required under Act No. 297/2008 Coll. on the Protection against the Legalization of Proceeds of Crime and on the Protection against the Financing of Terrorism, as amended (KYC - Know Your Customer) of the Sales Representative, Finsteco will send a confirmation message to the Sales Representative's email, stating that the Sales Representative has successfully registered and that the Sales Representative's Account has the full functionality of the user interface on the Web Site. At the same time, Finsteco will send to the Sales Representative's email its unique link through which the Sales Representative's intermediated Interested Persons can register to purchase a Finsteco Token. The link sent to the Sales Representative constitutes the Sales Representative's identification data through which Finsteco can identify the Finsteco Token Purchase Interested Persons who have been intermediated by the Sales Representative and who have purchased a Finsteco Token and in what value and number.
- 3.9 After the successful procedure under Clause 3.8 of this Article of these GTC, the Sales Representative is obliged to undergo training within 30 (in words: thirty) days, namely:
 - a. in a face-to-face manner at a place and time notified to Finsteco Sales Representative by email; or
 - b. by attending a webinar that is made available to the Sales Representative after logging into his Account

Upon completion of the training pursuant to clause 3.9 a. or b. of this Article of these GTC, the Sales Representative shall be obliged to complete a test prepared by Finsteco relating to the subject matter of the training.

4 COMMISSION FOR INTERMEDIATION

- 4.1 The Sales Representative shall be entitled to a commission provided that the conclusion of the Mediated Contract has occurred on the basis of its Mediation pursuant to these GTC and also provided that the purchase price for the Finsteco Token has been paid by the Interested Party and that this payment has been credited to Finsteco bank account.
- 4.2 The method of calculation and determination of the amount of the commission is set out on the Website in the reference program section in the COOPERATION document. The Sales Representative has the opportunity to familiarize himself with the reference program before registering on the Website and creating an account.
- 4.3 Finsteco is obliged to pay the commission to the Sales Representative on the basis of an invoice, which the Sales Representative is obliged to issue to Finsteco on the last day of the relevant calendar month, sent to the email: sales@finsteco.com with a validity of 7 days.
- 4.4 The commission shall be deemed to have been paid on the date on which the funds are credited to the Sales Representative's bank account specified in the invoice.
- 4.5 The invoice issued by the Sales Representative must contain all the elements of a proper tax document within the meaning of generally binding legislation. In the event that the invoice does not contain all the statutory requirements, Finsteco shall be entitled to return it to the Sales Representative for correction or completion. The new due date shall commence upon delivery of the corrected invoice to Finsteco.
- 4.6 The Sales Representative agrees that in the event that withholding tax is to be applied to any payment under these GTC in accordance with applicable law or interstate agreements, Finsteco shall be entitled to deduct such withholding tax from the amount of the commission.

5 SPECIAL PROVISIONS

- 5.1 By registering, the Sales Representative confirms that he/she has read the text of these GTC, the Privacy Policy and other relevant documents and rules, which have been made available to the Sales Representative in a timely and appropriate manner prior to registration, thereby confirming his/her willingness to be bound by their provisions. Finsteco shall ensure that the Sales Representative is always informed in a timely and sufficient manner about the nature of all functions of the Site during the term of the contractual relationship.
- 5.2 The Sales Representative acknowledges and agrees that Finsteco is not acting as a broker, agent, representative, or advisor or in any fiduciary capacity and no communication or information provided by Finsteco shall be deemed or construed as investment, tax, or other forms of advice.
- 5.3 The Sales Representative shall not be entitled to carry out any intermediation under these GTC for the benefit of any other person or for its own benefit. He is also not authorized to transfer any rights and/or obligations under these T&Cs without the prior written consent of Finsteco.
- 5.4 Finsteco undertakes to pay the Sales Representative a commission for the mediation in the manner and amount in accordance with Article 4 of these GTC.
- 5.5 The Sales Representative shall carry out the mediation under these GTC with due professional skill, using all its knowledge and abilities, as instructed by Finsteco and in accordance with its interests which the Sales Representative knows or should know. In the event of any doubt, the Sales Representative shall be presumed to have known Finsteco interests until proven otherwise. At the same time, the Trader is obliged to notify Finsteco of any circumstances which he has discovered in the course of Intermediation pursuant to these GTC, and which may have an impact on the change of Finsteco instructions.

- 5.6 The Sales Representative shall when Intermediating pursuant to these GTC, act in such a way as not to harm or endanger Finsteco, its rights, or legally protected interests, goodwill, or reputation.

6 USE OF WEBSITE FEATURES

- 6.1 The functions of the Website, the use of which is the subject of the Contract, will be provided to the Sales Representative in a virtual form via the Website. The Website will provide the Sales Representative with access to an Account that allows access to and use of the Website Features as set out in these GTC and their description.
- 6.2 In the event that the Website Features are used in breach of these GTC or other contractual documents, including any form of misuse of the Website Features or breach of contractual obligations by the Sales Representative, Finsteco shall have the right to suspend the provision of the ability to use the Website Features. The Sales Representative, by its actions, waives any financial compensation, in kind or in any other form, for the duration of said suspension. Finsteco may also unilaterally terminate the Agreement if the Sales Representative, by its actions, in any way violates or fails to comply with the provisions of these GTC. However, this shall be without prejudice to Finsteco's right to compensation for damages incurred.
- 6.3 The Sales Representative shall properly protect the Account login details from disclosure and disclosure to any person other than the Contracting Party. Finsteco shall not be liable for any misuse of the Account, which shall include, but not be limited to, its use by an unauthorized person.
- 6.4 The Sales Representative is entitled to use his Account as a single user interface on the Finsteco Website, and the use of multiple Accounts is strictly prohibited, in particular, but not exclusively, for the purpose of preventing or in any way jeopardizing fair play and participation of other Sales Representatives.

For these purposes, the Sales Representative is obliged to comply with the rule of one IP address per Account.

In the event that Finsteco becomes aware of a breach of these GTC pursuant to this clause 6.4, Finsteco shall be entitled to terminate the Sales Representative's Accounts to the extent that the Sales Representative is in breach of this clause, and Finsteco shall be entitled to terminate all Accounts belonging to the Sales Representative.

- 6.5 In connection with providing the Sales Representative with the opportunity to use the Website features, Finsteco hereby assures the Sales Representative that it will not use any information about the Sales Representative's use of the Website features. Finsteco guarantees complete discretion regarding the use of the Website features and confidentiality of all facts relating to the use of the Website.

7 LIABILITY OF THE SALES REPRESENTATIVE

- 7.1 The Sales Representative shall act with professional diligence in the course of the Intermediation pursuant to these GTC. The Sales Representative shall carry out the Intermediation solely in accordance with Finsteco's interests, taking into account and complying with Finsteco's instructions.
- 7.2 The Sales Representative shall be liable for and shall indemnify Finsteco for all damages caused to Finsteco as a result of the breach of its obligations under these GTC, in particular, but not limited to the obligations arising for the Intermediary from Article 5 and Article 8 of these GTC.

8 COPYRIGHTS, INTELLECTUAL PROPERTY, LICENSES AND TRADE SECRETS

- 8.1 The Sales Representative acknowledges that the Website contains texts, logos, designs, proprietary information and materials that are at all times owned by Finsteco and which are protected by applicable intellectual property and other laws, including, but not limited to, copyright laws.

- 8.2 Sales Representative agrees to use such protected information or materials solely for the purpose of using the Services in accordance with these GTC. Sales Representative agrees not to copy, reproduce, modify, rent, lease, loan, republish, sell, distribute, download, or create derivative works of the Protected Information and Materials in any way, and not to use the Website, or any portion thereof, subject to intellectual property protection, in any unauthorized manner, including, but not limited to, by disclosing the contents thereof to third parties.
- 8.3 For any use of Protected Information and Materials, other than the use of the Website itself and the use of the Services in accordance with these Terms and Conditions, Finsteco's prior written consent must be obtained.
- 8.4 The Sales Representative is prohibited from damaging the functioning and structure of the Website by circumventing or violating security measures, uploading files containing viruses or malicious programs, accessing the accounts of other Sales Representatives, Customers or performing other unfair or illegal acts that violate the law or the rights of Finsteco or other Sales Representatives and Customers.
- 8.5 In the event of a breach of any provision of this GTC, the Sales Representative shall be liable to Finsteco for the full amount of damages caused thereby, including non-pecuniary damages.
- 8.6 The Sales Representative undertakes to maintain the confidentiality of Finsteco's Confidential Information and Trade Secrets under the terms of these GTC. The Sales Representative is obliged to maintain this confidentiality for the entire duration of the legal relationship between the Parties, as well as after its termination, up to the time when the information in question becomes publicly known or accessible.
- 8.7 In particular, information, facts, documents or other documents marked as "*secret*", "*confidential*", "*top secret*", or "*strictly confidential*", as well as:
- c. Information about business, financial, economic, legal, personal and other data, circumstances and facts of which the Sales Representative has become aware prior to and during the term of these GTC relating to Finsteco and its Applicants or Clients, any employees of Finsteco, Finsteco's suppliers, Finsteco's associates or its affiliates;
 - d. any information relating to Finsteco's business or other activities that are not generally available in the business community and which Finsteco wishes to be kept confidential;
 - e. information about customer databases, business databases and methodologies for their creation, data sets and technologies;
 - f. information about the activities, both ongoing and upcoming, of Finsteco, as well as of its Interested Parties or Clients and other contractors;
 - g. all data, concepts, systems, methods, techniques, principles and information expressed, described, explained, illustrated, incorporated, or otherwise contained in the materials provided to the Sales Representative, even if provided orally;
 - h. information about Finsteco's manner of working, as well as working practices or methods, which have come to the attention of the Sales Representative in connection with the performance of activities under these GTC or otherwise;
 - i. information about new or upcoming Finsteco business activities;
 - j. information obtained from or concerning Interested Parties that Finsteco considers confidential, even without confidentiality marking and regardless of whether the Sales Representative obtained it from Finsteco or directly from the Interested Party;
- even if they are not expressly marked by Finsteco as "*secret*", "*confidential*", "*top secret*", or "*strictly confidential*", but their nature may imply Finsteco's interest in maintaining confidentiality in relation to them,
- (referred to in these GTC as "Confidential Information"),
- (collectively referred to in these GTC as "Trade Secrets" and "Confidential Information")
- 8.8 In the event that the Sales Representative is not sure in a particular case whether it is Protected Information, the Sales Representative shall seek Finsteco's written consent before disclosing or making it available to a third party.

- 8.9 In protecting Protected Information, the Sales Representative shall in particular refrain from any action which would make unauthorized use, in particular without Finsteco's consent, or in the absence of compliance with the conditions set out in clause 8.7 of these GTC, of Protected Information for itself or for a third party, or communicate or disclose such Protected Information to a third party, and/or which could, even potentially, be used in the competition of which the Sales Representative has become aware in the first place:
- a. By being entrusted with or otherwise made aware of the Protected Information (e.g., from documents, information, documents, the content of communications between the Parties or otherwise) by virtue of its contractual relationship with Finsteco;
 - b. by its own or someone else's actions contrary to generally applicable law.
- 8.10 The Sales Representative shall be entitled to use or use the Protected Information only for the purpose for which it was provided to it by Finsteco, which is the performance of the Sales Representative's activities under these GTC, and undertakes not to use it contrary to this purpose, neither for its own nor for any other person's use.
- 8.11 The Sales Representative shall not be entitled to make copies, copies, or extracts of any confidential materials and documents in all forms, including databases and other data and data in intangible form, for purposes other than for the performance of these T&C. In the event of termination of the contractual relationship pursuant to these GTC, the Sales Representative shall hand over all documents and materials to Finsteco on a protocol basis.
- 8.12 Exceptions to Confidentiality:
- a. Use of Protected Information to the extent that it became public knowledge or available prior to its disclosure to the Sales Representative;
 - b. disclosure of Protected Information to legal, financial and tax advisors who provide their services to the Sales Representative under a special law and are required by that law to maintain confidentiality;
 - c. use of Protected Information that has been exempted from confidentiality by Finsteco's written consent;
 - d. the use of Protected Information where the Sales Representative has been required to provide Protected Information by a public authority in accordance with applicable law, whereby the Sales Representative undertakes to inform Finsteco immediately upon becoming aware that the Sales Representative is required to provide Protected Information and to use all reasonable endeavors to agree with Finsteco the scope and timing of the disclosure of the Protected Information so that Finsteco may apply for a protective order or another appropriate course of action, as the case may be;
 - e. disclosure of Protected Information to third parties for use by the Sales Representative in accordance with these GTC and in connection with the performance of its obligations under these GTC, provided that such third parties are bound by confidentiality to the same extent as the Sales Representative, and the Sales Representative shall exercise due care in selecting and dealing with the Protected Information; the Sales Representative shall be fully liable for breach of the obligation of confidentiality by third parties to whom it has disclosed the Protected Information, and shall ensure in its contractual relations with such third parties that Finsteco shall be entitled to assert its claims related to the breach of the obligation of confidentiality against such third parties directly.
- 8.13 The obligation of confidentiality and protection of Protected Information under these GTC shall continue for the entire term of these GTC as well as for 5 (in words: five) years after the termination of the contractual relationship established by these GTC.

9 TERMINATION OF CONTRACT

- 9.1 Due to the fact that the subject matter of the Agreement between the Sales Representative and Finsteco pursuant to these GTC is also the provision of access to the functionalities of the Website, in particular, but not exclusively the provision of the possibility to create an Account and the subsequent purchase of a

Finsteco Token, the cancellation of the Agreement between Finsteco and the Customer constitutes the termination of the Customer's use of his/her Account of the functionalities of the Website.

- 9.2 Termination of the Agreement is therefore possible in the following cases and in the following manner:
- a. Cancellation by Finsteco on the grounds that the Sales Representative, by its actions, in any way violates or fails to comply with the provisions of these GTC (in particular, the provisions of Clause 3.9 of Article 3 of these GTC, the provisions of Clauses 5 of Article 5 of these GTC, the provisions of Clauses 6.1 and 6.2 of Article 6 of these GTC),
 - b. withdrawal of the Sales Representative due to a change of the GTC during the validity of the Contract, if the Sales Representative has expressed its disagreement with this change within 5 (in words: five) days from the publication of the new version of the GTC; the publication of the GTC shall be understood as the delivery of the notice of the change of the GTC to the Sales Representative by Finsteco pursuant to Article 13 of the GTC;
 - c. withdrawal from the Agreement by the Sales Representative, at any time during the use of the Website, by canceling your Account.

10 EXCLUSION OF LIABILITY

- 10.1 Finsteco strives to ensure the continuous provision of the services offered, the continuous availability of the functionalities of the Website and the smooth use of the Website. However, in cases of objective and unavoidable technical impediments or other facts causing impossibility of performance, Finsteco shall not be liable for such failures beyond its control. However, Finsteco shall use its best efforts to resolve the impediments as soon as possible.
- 10.2 Finsteco shall have the right at any time to cease its business activities, provision of services and operation of the Website or any part thereof and not to enter into new Agreements with other Sales Representatives.

11 COMMUNICATION, NOTIFICATION AND DELIVERY

- 11.1 The Parties agree that in the case of delivery of mutual correspondence, delivery under these GTC means delivery of written content to the email address: sales@finsteco.com.
- 11.2 The date of delivery shall also mean the date on which the Contracting Party refuses to accept the document to be delivered or the date of return of a parcel containing the words "addressee has not received the parcel within the time limit for receipt", "addressee has moved", "addressee is unknown" or any other note of similar meaning. In the case of electronic service of documents by e-mail, the document shall be deemed to have been served on the day following that on which it was sent. For the purposes of service by post, the addresses of the Parties set out in the Contract (Order) shall be used unless the addressee of the documents has notified the sending Party of a new address or a new e-mail address for service of documents.

12 DISPUTE RESOLUTION AND JURISDICTION

- 12.1 The Parties agree that all disputes, if any, arising in connection with the performance of the obligations under the Contract shall preferably be settled out of court by negotiation or mutual agreement. In the event that the Parties fail to resolve their disputes out of court, the Parties shall be entitled to resolve such disputes in a court of law in accordance with the relevant applicable legislation of the Slovak Republic. The local jurisdiction of the court is determined in accordance with Act No. 160/2015 Coll., the Civil Procedure Code, as amended.
- 12.2 Complaints or complaints from Sales Representatives shall be received by Finsteco at the correspondence address indicated in the header of these GTC and at the e-mail address: sales@finsteco.com.

13 THE CHANGE OF GTC

- 13.1 Finsteco reserves the right to amend these GTC at any time during the term of the Contract. The change to the GTC shall be notified by means of the Website or by notification via electronic communication. The Parties shall at all times be bound by the provisions of the GTC in force at the time of the Contract; the provisions of clause 9.2(b) of these GTC shall not be affected thereby. If the Customer does not express disagreement with the wording of the GTC within 5 (in words: five) days of notification of their change, these GTC shall also become effective in relation to the valid Contract.

14 FINAL PROVISIONS

- 14.1 These GTC shall enter into force on 28 February 2023.
- 14.2 If any provision of the GTC becomes invalid, ineffective, or unenforceable to the extent specified, the remaining provisions not affected thereby shall remain in full force and effect. In such case, Finsteco shall replace such provision with a valid, effective and enforceable provision that deviates as little as possible from the principles agreed upon in these GTC, while maintaining the economic and legal purpose and meaning of the replaced provision.

In Bratislava, Slovak Republic
28 February 2023

Finsteco s.r.o.
Ing. Vladimír Ruščák, Managing Director