

Distributor Agreement for OTON Marketplace

This Distributor Agreement for OTON Marketplace (the **"Agreement"**) is a legal binding agreement between us OTON Market OU, a company registered in Estonia with registered office at Harju maakond, Tallinn, Lasnamae linnaosa, Punane tn 6-219, 13619 and registered company number 14832129 (the **"Company"**) and (the **"Distributor" or "you"**) that wants to promote and distribute goods or services (the **"Products"**) of the third parties (the **"Retailer"**) in the OTON Marketplace through the <https://oton.market>, any of its sub-domains and any other websites operated by us or on our behalf and any mobile device application or desktop application developed by us or on our behalf (the **"Website" or the "OTON Marketplace"**), including all services and tools available on it (the **"Services"**).

Please read this Agreement carefully and make sure that you understand it before using the OTON Marketplace and the Services.

By clicking the "I AGREE" button or by signing this Agreement and by promoting or distributing any Products from the OTON Marketplace, using any of the Services, you agree to be bound by all terms and conditions of this Agreement (including Partners program and the applicable Policies), as this Agreement may be updated from time to time in accordance with this Agreement. You further represent and warrant that you have the requisite right, power, and authority to enter into this Agreement.

We may change this Agreement at any time in our sole discretion. The changes will be effective upon posting of such updates on the Distributor Portal (Back office), which is the primary web-based interface provided to you by the Company. You are responsible for reviewing such postings and any applicable changes.

1. APPOINTMENT, ACCEPTANCE & SCOPE

- 1.1. Non-Exclusive Appointment.** Subject to the terms and conditions of this Agreement, the Company hereby appoints and grants the Distributor the non-exclusive right to promote and distribute the Products to customers located in the Territory (the **"End-Customers"**) and to render other services as a distributor for the Company as set forth herein.
- 1.2. Territory.** The rights granted to the Distributor hereunder are granted for the following geographical areas and markets: only countries listed and permitted by the Company. The detailed list of the countries may be defined by the Company's notice, on the Website or through the Distributor Portal.
- 1.3. Distributor Portal (Back office).** The Company will provide the Distributor with web-access to the distributor portal (Back office) with a personal account of the Distributor (the **"Distributor Portal"**). The Distributor Portal contains information related to a list of the Products, Distributor's fee, delta, some instructions and policies to be fulfilled within the Distributor's activity, other information.

- 1.4. **Products.** Except otherwise defined by the Company via the Distributor Portal, the Distributor is granted with the rights to all range of the Products listed in the OTON Marketplace.
- 1.5. **Subagents.** The Distributor is not permitted to appoint any sub-agent, sub-distributor, sub-representative or other persons to act on the Distributor's behalf or to otherwise perform any of the Distributor's obligations under this Agreement within the Territory.
- 1.6. **Relationship of Parties.** The Distributor is an independent contractor and is not and shall not be deemed to be an employee, legal representative, dealer, general agent, joint venturer or partner of the Company for any purpose. The Distributor acknowledges that the Company has not granted it any authority to make changes to the Company's terms and conditions of sale, grant any warranties in excess of those extended by Company or limit its liabilities or remedies less than Company limits its liabilities and remedies, sign quotations, incur obligations (expressed or implied), or in general enter into contracts on behalf of the Company or bind the Company in any transaction with customers, governmental agencies or third parties.
- 1.7. **Commercial Terms & Conditions.** Commercial terms & conditions for each separate Product shall be listed on the Product page and/or in the Distributor Portal.
- 1.8. **Partners program.** Detailed marketing plan and conditions of the Company's Partners (affiliated) program shall be described in separate document - Partners program, posted on the Website and/or Distributor portal.

2. ORDERS, PRICE, TERMS OF SALE & PAYMENT

- 2.1. **Communications Pursuant to this Agreement and Orders.** All communication, access to the Products, order confirmation and order management, etc. shall be made via the Distributor Portal and our technical support.
- 2.2. **Prices, Shipment, Quality and Features.** The Distributor agrees to promote the Products in accordance with the prices defined by the OTON Marketplace. The Distributor shall be obliged to promote the Products based on the information about shipment, quality and features of the Products provided by the Retailer. The Distributor is not entitled to provide the End-Customer with any information or the Product characteristics that have not been provided and approved by the Retailer.
- 2.3. **Terms of Sale.** All sales by the Retailers shall be in accordance with the terms and conditions defined by the Retailer in the relevant description of the Product.
- 2.4. **Fee.** The amount of fee applied for each sale made by the Distributor shall be calculated separately depending on different factors and shall be displayed on the Product page and/or in the Distributor Portal (the "Fee"). The currency of the Fee payment can be EUR, cryptocurrency or other currency agreed by the Parties. The Fee shall be paid up on the deemed completion criteria. Deemed completion criteria means that order is deemed complete only once (i) the Product has been delivered with a proof

of delivery signed by the customer; and (ii) the returns and/or cancellation period stipulated in our policy has expired (the “**Deemed Completion**”).

2.5. Fee Payment Terms. The Company will make payment in favor of the Distributor that meet the Deemed Completion criteria on two set days of each month, namely on the 15th and the 30th of each month, except otherwise date is not agreed by the Parties. When these dates do not fall on business days, payment will be made on the next business day after such a date. For the sake of clarity, Orders that meet the Deemed Completion criteria on or before the 14th of a month will be paid on the last day of that month. Orders that meet the Deemed Completion criteria after the 15th of a month (but before the last day of that month) will be paid on or before the 15th day of the following month. Parties hereby agree that the fee payment by the Company to the Distributor can be made in cryptocurrency or fiat currency.

2.6. Low activity. in case of a low activity on your Distribution Portal the Company may apply certain decreasing coefficient to the Fee payments or other instruments according to the Partners program.

3. REPRESENTATIONS

3.1. The Distributor and the Company, as applicable, make the following representations, warranties and covenants:

3.1.1. The Distributor is an individual qualified to fulfil its obligations and in good standing in each jurisdiction located within the Territory and is and will remain in compliance with all applicable laws and regulations in the conduct of its activity and, specifically, in its promotion and distribution of the Products and provision of any services hereunder.

3.1.2. The Company is a legal entity, duly organized, validly existing and in good standing in Estonia, and is and will remain in compliance with all applicable laws and regulations in the conduct of its business and, specifically, in its manage of the OTON Marketplace.

3.1.3. The Company has all rights, power, and authority to enter into this Agreement.

3.1.4. The Parties’ execution of this Agreement, and the Parties’ performance of its obligations and duties hereunder, do not and will not violate any agreement to which the relevant Party is a party or by which it is otherwise bound.

3.1.5. Neither Party is subject to any pending or threatened litigation or governmental action that could interfere with its performance of this Agreement.

3.1.6. This Agreement is the binding legal obligation of each Party and is enforceable in accordance with its terms.

3.2. Except as otherwise expressly provided herein, the representations and warranties made in this Agreement are continuous in nature and will be deemed to have been

given by the Distributor at the execution of this Agreement and each stage of performance of this Agreement.

4. CONFIDENTIAL & PROPRIETARY INFORMATION

- 4.1. As used herein, the term “Proprietary Information” means any information, technical data, personal data, commercial and business data or know-how (including, but not limited to, information relating to products, software, services, development, inventions, processes, techniques, customers, pricing, internal procedures, business and marketing plans or strategies, finances, employees and business opportunities) disclosed by one Party (the “**Disclosing Party**”) to the other (the “**Recipient Party**”) either directly or indirectly in any form whatsoever, including, but not limited to, in writing, in machine readable or other tangible form, orally or visually.
- 4.2. Unless otherwise expressly authorized by the Disclosing Party, the Recipient Party agrees that it and any of its personnel receiving Proprietary Information under this Agreement shall treat such Proprietary Information in strict confidence with the same degree of care applied to its own Proprietary Information of like importance, which it does not wish to disclose, publish, or disseminate to third parties.
- 4.3. In no event, will the Recipient Party divulge, in whole or in part, such information to any third party without the prior written consent of the Disclosing Party. The Recipient Party may disclose the Proprietary Information to the extent required by a valid order by a court or other governmental body or by applicable law; provided, however, that the Recipient Party will use all reasonable efforts to notify Disclosing Party of the obligation to make such disclosure in advance of the disclosure so that Disclosing Party will have a reasonable opportunity to object to such disclosure.
- 4.4. Notwithstanding any other provisions of this Agreement, each party acknowledges that Proprietary Information shall not include any information that: (i) is already known to the Recipient Party at the time of disclosure, or becomes publicly known through no wrongful act of the Recipient Party’s part; (ii) is rightfully received by the Recipient Party from a third party without breach of this Agreement; (iii) is independently developed by the Recipient Party without benefit of information received under this Agreement; (iv) is furnished to a third party by the Disclosing Party without a restriction on the third party’s right to disclose it; or (v) is explicitly approved for release by written authorization by the Disclosing Party.
- 4.5. It is understood that all Proprietary Information disclosed under this Agreement, is, and shall remain, the property of the Disclosing Party. Upon completion of this Agreement, or upon written notice from the Disclosing Party, the Recipient Party agrees to return all Proprietary Information in its possession.
- 4.6. The Recipient Party acknowledges that the Disclosing Party, because of the unique nature of the Proprietary Information, would suffer irreparable harm in the event that the Recipient Party breaches its obligation under this Agreement and that monetary damages would be inadequate to compensate the Disclosing Party for such a breach. The Parties agree that, in such a circumstance, the Disclosing Party shall be

entitled, in addition to such monetary relief as may be applicable, to injunctive relief as may be necessary to restrain any continuing or further breach by the Recipient Party, without showing or proving any actual damages sustained by the Disclosing Party.

- 4.7. The obligations of the Recipient Party under this Section shall survive termination or nonrenewal of this Agreement for a period of five years. For the avoidance of doubt, the End-Customer and distributor lists of disclosed for the Distributor shall be deemed to constitute Proprietary Information under this Agreement and is owned by the Company.

5. DURATION, TERMINATION & LIABILITY

- 5.1. **Effective Date and Duration.** This Agreement shall become effective on the date when you accept this Agreement, and this Agreement shall be valid until you deactivate your account.
- 5.2. **Termination.** You may terminate this Agreement at your sole discretion.
- 5.3. **Obligations After Termination.** In the event that this Agreement is terminated, the Company shall have no further responsibilities to the Distributor.
- 5.4. **Survival.** Notwithstanding anything to the contrary set forth herein, no termination of this Agreement shall relieve any Party from any obligations hereunder which are outstanding on, or relate to matters or claims occurring or arising prior to, the date of such termination or which survive such termination by their own terms or nature.
- 5.5. **Liability.** In case you breach any provision of this Agreement or any other obligation causing from the business relationships between you and the Company we may unilaterally terminate this Agreement.

6. INDEMNIFICATION & LIMITATION OF LIABILITY

- 6.1. **Indemnification.** Each Party (the “**Indemnifying Party**”) shall indemnify, hold harmless and defend the other Party (the “**Indemnified Party**”) and its officers, directors, agents, employees, and affiliates, from and against any and all claims, demands, actions, costs, expenses, liabilities, judgments, causes of action, proceedings, suits, losses and damages of any nature, which are threatened or brought against, or are suffered or incurred by, the Indemnified Party or any such person to the extent caused directly by acts or omissions of the Indemnifying Party relating to this Agreement, including without limitation (i) any negligent or tortious conduct, (ii) any breach of any of the representations, warranties, covenants or conditions of the Indemnifying Party contained in this Agreement, (iii) any violation of applicable laws or regulations, (iv) infringement or violation of any patent, copyright, trade secret, or other proprietary interest of any third party, and (v) any breach of any express or implied warranties relating to the Products, including implied warranties of merchantability and fitness for a particular purpose.

6.2. Limitation of Liability. In no event, shall either Party be liable to the other for any special, indirect, exemplary or consequential damages arising out of this Agreement or purchase or use of the Products.

6.3. Warranty Disclaimer. The services are provided by the Company on an "AS IS" and "AS AVAILABLE" basis. Neither the Company nor its affiliates, officers, directors, licensors, suppliers, employees or agents make any representations or warranties of any kind, express or implied, including without limitation: (a) the implied warranties of merchantability, fitness for a particular purpose, title, and non-infringement of proprietary rights and those implied warranties arising out of course of performance, course of dealing or usage of trade; (b) that the marketplace program, the Websites or the Services will meet your requirements, will always be available, accessible, uninterrupted, timely, secure, or operate without error; and (c) that the marketplace program, the websites or the services will be uninterrupted, timely, secure, virus-free or error-free, and the Distributor agrees that the OTON Marketplace will not be liable for the consequences of any interruptions or errors, including without limitation, system or software failures or other interruptions that may affect the receipt, processing, acceptance, completion or settlement of any transactions.

7. FORCE MAJEURE

7.1. Neither Party shall be held liable for any failure to perform its obligations due to any cause or circumstance beyond the reasonable control of such Party, including without limitation earthquakes, fire, accidents, floods, storms, other Acts of God, riots, wars, rebellions, strikes, lockouts or other labor disturbances, national or international emergencies, failure to secure materials or equipment from usual sources of supply, failure of carriers to furnish transportation, government rules, regulations, acts, orders, restrictions or requirements or any other cause or circumstance beyond the reasonable control of such Party. No such inability to deliver or delay in delivery shall invalidate the remainder of this Agreement.

8. TRADEMARKS

8.1. The Distributor shall not dispute or contest for any reason whatsoever, directly or indirectly, during the term of this Agreement and thereafter, the validity, ownership or enforceability of any of the trademarks of the Company or the Retailers, nor directly or indirectly attempt to acquire or damage the value of the goodwill associated with any of the trademarks of the Company or the Retailers, nor counsel, procure or assist any third Party to do any of the foregoing. The Distributor will not institute any proceedings with respect to the trademarks of the Company or the Retailers either in Distributor's own name or on behalf of the Company or the Retailers without express written permission of the Company or the Retailers.

9. GENERAL PROVISIONS

9.1. Amendments. This Agreement may be amended by the Company from time to time by posting relevant amendments on the Distributors portal, to continue use of the

Services the Distributor shall be required to accept such amendments by clicking «I AGREE» button.

9.2. Governing Law. This Agreement and other relationships between the Distributor and the Company shall be governed by the law of Estonia.

9.3. Disputes. All disputes and disagreements that might arise from this Agreement shall be resolved by means of negotiations. You agree that for the purposes of the settlement of disputes between You and the Company, an e-mail correspondence with the authorized persons of the Company shall be the effective and binding method of communication.

If the Parties cannot agree on the subject of the dispute within thirty (30) days, the dispute shall be referred to and finally resolved by the relevant court.

9.4. Waiver. The waiver by either Party of a breach of or a default under any provision of this Agreement shall not be effective unless in writing and shall not be construed as a waiver of any subsequent breach of or default under the same or any other provision of this Agreement, nor shall any delay or omission on the part of either Party to exercise or avail itself of any right or remedy that it has or may have hereunder operate as a waiver of any right or remedy.

If the Distributor breaches this Agreement and the Company takes no action, or if we delay in taking action, that does not mean that the Company has waived its rights and the Company will still be entitled to use our rights and remedies. If the Company does waive a breach by the Distributor, the Company will only do so in writing (signed by one of our Directors), and that will not mean that we will automatically waive any later breach by the Distributor.

To the extent allowed by the applicable law, the Distributor agrees that it will bring any claim arising from or connected with this Agreement within one (1) year from the date of which such claim arose. Otherwise such claims will be irrevocably waived.

9.5. Assignment. The Distributor may not assign any rights and/or licenses granted under this Agreement. The Company reserves the right to assign our rights without restrictions to any party we may deem fit.

9.6. Cumulative Remedies. The rights and remedies of the Parties hereunder are cumulative and not exclusive of any rights or remedies which the Parties would otherwise have. No single or partial exercise of any such right or remedy by a Party, and no discontinuance of steps to enforce any such right or remedy, shall preclude any further exercise thereof or of any other right or remedy of such Party.

9.7. Entire Agreement. This Agreement contains the entire agreement of the Parties with respect to the transactions contemplated hereby and supersedes all prior written and oral agreements, and all contemporaneous oral agreements, relating to such transactions.

- 9.8. Notices.** Unless otherwise specifically provided herein, all notices, consents, requests, demands and other communications required or permitted hereunder: (i) shall be in writing; (ii) shall be sent by messenger, via the Distributor Portal, a reliable express delivery service, by e-mail (with a copy sent by one of the foregoing means) or via technical support; and (iii) shall be deemed to have been given on the date of receipt by the addressee.
- 9.9. Severability.** Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining portions hereof or affecting the validity or enforceability of such provision in any other jurisdiction.
- 9.10. Taxes and Duties.** Each Party is responsible for determining any and all taxes and duties assessed, incurred, or required to be collected, paid, or withheld for any reason in connection with this Agreement and/or promotion/distribution of the Products. Distributor hereby understands that to provide Services specified herein Distributor may be required to register as a private entrepreneur in accordance with the laws of its country of permanent residence/citizenship.
- 9.11. Successors and Assigns.** This Agreement shall be binding upon and shall inure to the benefit of each of the Parties and their respective successors and permitted assigns.