

# TERMS AND CONDITIONS OF THE CONTRACT

## Preamble

A: This Contract underlies the contractual relationship between **Demareti Limited**, a Private Limited Company, incorporated in United Kingdom, with registration number 7701173 on the 9<sup>th</sup> of April, 2011., (hereinafter referred to as “the Company”), and the Distributor, who is not younger than 18 and sui juris as of the moment of concluding the Contract, the details of whom are reflected on the front page hereof, (hereinafter referred to as “the Owner of the Contract” or “the Distributor”),

B: The Distributor may invite his/her spouse to become a partner under the Contract, (hereinafter referred to as “Family Contract”). The details of the spouse are reflected on the front page of this Contract which must be signed by him/her (spouse) thereto in the corresponding line, (hereinafter referred to as “the Spouse” or “the Distributor”), however the Owner of the Contract remains the owner of the Contract at all times. Family Contracts are strictly between spouses. (jointly the Company and the Distributor referred to as “the Parties”)

C: The preamble consists an integral part hereof.

## 1. Subject of the Contract

1.1. This Contract shall determine the mutual duties, rights and obligations of the Company and the Distributor.

## 2. Terms of cooperation

2.1. Each Distributor shall have the right to sign only one Contract with the Company.

2.2. By signing this Contract Distributor acknowledges that:

2.2.1 has acquainted with following documents, which contain detailed principles of interaction between the Company, Distributor and potential Distributor/client (hereinafter referred to as the Distributor’s Activity”): **the Distributors’ Work Rules, Marketing Plan and Privacy policy;**

2.2.2. documents in clause 2.2.1. above are completely clear and Distributor agrees to act in compliance with them.

2.3. The duties of the Distributor under this Contract include:

2.3.1. To be fully informed about the Company’s products and services (hereinafter referred to as “the Products”) and possibilities provided for by the Company as to potential cooperation therewith in order to provide potential Distributors and/or clients with reliable and objective information and to be fully informed about the Company’s news and innovations;

2.3.2. Distribution of information about the Company, possibilities of cooperation, and possible ways of purchasing the Products;

2.3.3. Acquainting his/her existing Distributors/clients as well potential new ones, with the principles of activity thereof and keeping in touch with the same for the purpose of providing them with the necessary assistance; and also keep them informed of all the Company’s news and innovations;

2.3.4. Carrying out the Distributor’s activity without undermining the business standing of the Company and that of other Distributors.

2.4. The Distributor is entitled to receive commissions in accordance with the Marketing Plan. The commissions scale is given in the Marketing Plan which may be changed from time to time at the Company’s discretion.

Payment of commissions may be executed by a third company upon respective instructions of the Company by a transfer of funds to the Distributor’s account.

Commissions indicated in the Marketing Plan is the sole compensation for the Distributor’s activity under the Contract.

2.5. The Distributor shall have no right to use the names, emblems, marks and other symbols belonging to the Company without the prior written permission of the Company.

2.6. Upon signing of this Contract, the Distributor realizes that in his/her attempt to become a Distributor he/she is guided only by his/her own wish, and that no one has made any statements, which would induce him/her to expect receiving possible privileges from the Company without making any efforts on his/her part.

2.7. This Contract is an agreement between equal, independent partners and cannot be interpreted as a document establishing employer-employee or principal-agent relations between the Company and the Distributor.

The Distributor is not an employee of the Company, he/she shall carry out Distributor’s activities in his/her own name and account, under his/her own responsibility.

Distributor shall have no right to carry on negotiations on behalf of the Company or make the Company responsible for his/her actions in any form whatsoever.

Each party represents and acknowledges that the Company concludes the Contract and sells the Products to the Distributor, and the Distributor is concluding this Contract and buys the Products from the Company solely for the purposes to meet the Distributor’s business needs or other needs not related to personal, family or household needs.

2.8. The Distributor shall independently bear expenses directly or indirectly connected with the organization and carrying out of his/her activities as of Distributor hereunder as well as for his/her tax and social liabilities if applicable.

In no circumstances whatsoever, shall the Company be held or can be held liable for non-observance of legislation, including tax legislation, by the Distributor, and for inaccurate accounting and payment of due taxes and fees by the Distributor.

The Distributor shall indemnify the Company from any losses and liabilities resulting directly or indirectly from the breach of this clause.

2.9. The Distributor undertakes to observe the legislation and regulations of the country, in which he/she carries out his/her activities as of Distributor (as described herein), including legal, social regulations, and tax legislation and comply thereto.

The Distributor shall indemnify the Company from any losses and liabilities resulting directly or indirectly from the breach of this clause.

2.10. The Distributor has been informed and agrees that the Company may change (amend and (or) supplement) the Contract hereof, as well as the principles of related interaction. The Distributor shall be informed by the Company about such changes within reasonable period of time with the assistance of any information resources available to the Company.

2.11. During the whole duration hereof, the Distributor undertakes not to engage into any illegal activities, which may adversely affect the Company's business and good standing.

### **3. Termination of the Contract**

3.1. The Company and the Owner of the Contract may terminate this Contract unilaterally if either party receives a pertinent prior written notice of two (2) weeks, from the other party. It is agreed that a notice sent by facsimile transmission or e-mail or telegram shall be deemed to be received by the other Party immediately. A notice sent by post courier shall be deemed to be received by the other Party within 5 (five) business days from sending of such notice. Upon termination of the Contract the parties shall be released from their respective rights and obligations hereunder. However, after expiration of the contract remains valid those obligations, which according to their essence / purpose or the terms of the Contract, must remain in force upon expiration of the Contract (this concerns clause related to intellectual property, confidentiality and other) .

3.2. The Contract may be unilaterally terminated by the Company with immediate effect in case of serious breach of the same by the Distributor.

In such case the date of termination shall be considered the date of the Company's decision about such termination.

### **4. Responsibility of the Parties**

4.1. Non-fulfillment by the Distributor of his/her obligations pertaining to the purchase of the Products for four (4) consecutive months, may serve as a ground for depriving the Distributor of the rights/privileges determined in Marketing plan or other Company's documents, regardless of recommencement of activities afterwards.

In the case that within ten (10) consecutive months as of the date of signing hereof, the Distributor does not fulfil his/her obligations pertaining to purchasing of the Products of the Company, his/her Contract shall be terminated by the Company unilaterally with immediate effect. In such case the date of termination shall be considered the date of the Company's decision about such termination.

4.2. In the case that any of the provisions hereof has not been observed, or in case the Distributor has provided inadequate or invalid information about himself/herself, the Company shall have the right to apply to the Distributor special measures, including the right of the Company to terminate the Contract unilaterally. In such case the date of termination shall be considered the date of the Company's decision about such termination.

4.3. In the case the Distributor commits a breach of the Contract which causes damage and/or harm to the activities and/or reputation of the Company, he/she shall compensate the Company for any damage and/or harm in full.

4.4. Liability of the Company for non-performance or improper performance of the Contract is limited to direct damages; the Company will not be liable for indirect damages of the Distributor.

4.5. The Company will not be liable for lost profit, lost income, lost opportunities of the Distributor.

4.6. Liability of the Company for non-performance or improper performance of the Contract is limited or excluded in those cases where liability may not be limited or excluded under the law applicable to the Contract.

4.7. Each Party will be released from liability for non-performance or improper performance of the Contract due to the circumstances of force majeure.

4.8. The Distributor is not entitled to any compensation, including goodwill compensation or any other compensation, due to termination or expiration of the Contract irrespective of the reason of such termination or expiration.

### **5. Validity and Duration of the Contract**

5.1. This Contract shall come into force as of the moment of its signing and shall remain valid during one (1) year. Upon expiration of this term and in case that neither party informs the Company in written form of their wish to cancel the Contract one (1) month prior to such expiration, the Contract shall be considered as concluded for indefinite term.

### **6. Processing of the Personal Data**

6.1. The personal data that the Company processes is that which Distributor provide to the Company when sign this Contract, conclude an order and/or purchase Products, and that which the Company collect as you browse or use the services offered on lifewise.cryptaur.com.

The Company can collect data about you, for example, personal details such as name and surname, bank account, credit card details, shipping address and billing address, browsing data and your purchase habits (hereinafter – “Personal data”)

6.2. Your personal data is processed for the following purposes:

- conclude and execute this Contract;
- provide you with the services of the Company;
- manage your requests forwarded to our Customer service;
- conduct statistical surveys and analyses with data in aggregate form to understand how users interact and use the website, in order to improve our offer and our services.
- and other purposes specified in [Privacy Policy](#) (placed on the website lifewise.cryptaur.com) (hereinafter – Privacy Policy);

6.3. Distributor acknowledge that he/she has acquaints with the Company’s Privacy Policy, terms of the Privacy policy are completely clear to Distributor and he/she agrees on them.

6.4. The Company may disclose information about Distributor, including Distributor’s Personal Information, for any purposes consistent with our Privacy Policy or as permitted by applicable law including:

- to companies that are affiliated with us, but not for their direct marketing purposes;
- to third-party service providers who provide services to the Company, such as website hosting, data analysis, payment processing, order fulfillment, infrastructure provision, information technology services, customer service, e-mail delivery services, credit card processing, auditing, training, and other similar services. Such access to the Personal Data is required to ensure providing these services to us or to Distributor on our behalf;
- to a third party in the event of any proposed or actual reorganization, merger, sale, joint venture, assignment, transfer or other disposition of all or any portion of our business, assets or stock (including in connection with any bankruptcy or similar proceedings); and
- to other persons in compliance with valid Privacy Policy.

## **7. Ordering of the Products and payment terms.**

7.1. Its is agreed between the Parties that all the Products’ orders are subject to Products’ availability and acceptance by the Company.

7.2. Distributor agrees to pay for the orders pursuant to the payment terms as set forth in the applicable policies, procedures and guidelines. The Company shall have no obligation to fulfil any future orders should the Distributor fail to pay for any previous orders or if there is any outstanding amount due to the Company or if the account is not in good standing.

7.3. The Company shall also have the right to withhold the payment of all or part of any discount, commissions, awards or any other monies due to the Distributor or set off any such amounts against monies due by the Distributor to the Company.

7.4. The Distributor agrees to pay the interest as notified by the Company. The Distributor also agrees to be liable before the Company for any additional costs incurred by the Company for recovering any overdue amount from the Distributor including attorney fees and court costs.

## **8. Final provisions**

8.1. This Contract is a confidential agreement between the Company and the Distributor. Distributor undertakes not to disclose any information which came to his/her knowledge pertaining to the overall business of the Company or its related parties, to any third parties, during validity period of this Contract as well as during ten (10) years after its termination for any reason. Distributor acknowledges that any violation of the present provision shall be a serious breach of this Contract.

8.2. Any matters not dealt upon in the Contract or in the event of any conflicts arising hereunder, these shall be treated in accordance with the rules established either by the Board of Directors of the Company or by the authorized committee/ subdivision/employee.

8.3. Distributor hereby acknowledges, that in the event of failure to perform any of the terms and conditions hereof, he irrevocably accepts that sanctions may be applied against him by the Company.

8.4. If a term or condition of this Contract is found illegal, invalid or unenforceable under any applicable law, such term or condition be deemed omitted from this Contract and shall in no way affect the legality, validity or enforceability of the remaining ones and does not affect the validity of the Contract in its entirety.

8.5. All disputes and disagreements arising out of or connected with execution of this Contract shall be, failing amicable settlement, submitted to the respective courts of England and Wales. The applicable law under this Contract is the law of England and Wales. The country of residence of Distributor shall be the country indicated by Distributor in his/her address provided for the purposes of concluding of this Contract.

8.6. Except as otherwise indicated in the Contract, an amendment and (or) supplement of the Contract will be effective only if it is made in writing and signed by both Parties.

8.7. Except as otherwise indicated in the Contract, the Distributor shall not transfer its rights and (or) obligations (all or part) arising out of the Contract to other persons without a prior written consent of the Company.

8.8. The Company may transfer its rights and (or) obligations (all or part) arising out of the Contract to other persons without a consent of the Distributor.

8.9. To be effective, a waiver of rights (all or part) arising out of the Contract must be made in writing and signed by the party granting the waiver.

8.10. The terms of the Contract are not to be interpreted in favor or against any party due to the fact that one Party offered them and the other Party accepted them.

8.11. The Contract is the entire agreement of the Parties regarding the subject-matter of the Contract and it supersedes all previous oral or written agreements related to the subject-matter of the Contract.