General Terms and Conditions of WEXO Solution s. r. o. for Partners

PREAMBLE

These GTC apply to the use of the Cashback system and govern the contractual relationship between WEXO Solution s. r. o., with its registered seat at: Nevädzová 5, 821 01 Bratislava - Ružinov district, Slovak Republic, ID No.: 56 577 923, and the Partner.

The Parties, based on their free, serious, and complete consensus on all matters agreed between them, in accordance with the provisions of the Commercial Code, as amended, agree to these GTC.

The purpose of the GTC is to regulate the mutual rights and obligations of the Parties in connection with the use of the WPOS and Cashback system.

I. DEFINITIONS

For the purposes of these GTC, the following terms shall have the meanings set out below:

Application WEXO Partner means a mobile application for Partners, which is freely available for download by Partners and through which Partners have the opportunity to provide Cashback from purchases made in their Operations;

Application WEXO Cashback means a mobile application for Customers, which is freely available for download by Customers and within which the Cashback system is made available to Customers, including the possibility of obtaining other benefits;

Affiliate Code means a unique Partner code through which the Partner can register new Customers in the Application WEXO Cashback and/or the WEXO Platform;

Copyright Law means Act No. 185/2015 Coll. Copyright Law, as amended;

Call Center means the telephone number or numbers published by the Company for the purpose of receiving calls from Partners, Customers, and, if necessary, other persons in case of need for assistance or resolution of any problems on the WEXO Platform;

Cashback means a collective term for Cashback for Company, Cashback for Customer and Cashback for Partner, as these terms are defined in these GTC;

Cashback for Customer means Cashback to which the Customer is entitled for making a payment at the Partner's Operation, the amount of which is determined in accordance with Article XIV. of these GTC;

Cashback for Company means the Company's remuneration for the services specified in Article X. of these GTC, the amount and method of payment of which is determined in accordance with Article XIII. of these GTC;

Cashback for Partner means the Partner's remuneration for using its Affiliate code, the amount and method of payment of which is determined in accordance with Article XV. of these GTC. For the avoidance of doubt, Cashback for Partner consists of Direct Cashback for Partner and Indirect Cashback for Partner;

Cashback system means one of the digital services available in the Application WEXO Partner, the purpose of which is to provide Cashback in accordance with these GTC;

Confidential Information means all information and facts contained in these GTC, in mutual communications between the Parties, and information related to such information. The following shall also be considered Confidential Information:

- any data or information that is commercially and competitively sensitive, not publicly available or known, including, but not limited to, information about products, plans, marketing strategies, finances, operations, customer relations, customer profiles, information about Cashback, the Cashback system, the amount of the Total Rabat and its individual parts, as well as the method of their determination, estimated sales, business plans, and past, current, and future business results of the Parties, their affiliates, Customers, clients, and suppliers;
- any scientific or technical information, design, process, procedure, formula, source code, machine code, method of operation of the WEXO Platform, Application WEXO Partner, Application WEXO Cashback, WPOS and Cashback system, the Company's know-how, if they have commercial value, are kept confidential by the Company, are not publicly known, and if they provide any Party with a

competitive advantage;

- all confidential or proprietary concepts, documentation, reports, data, specifications, computer software, source code, object code, flowcharts, databases, inventions, information, know-how, and trade secrets, regardless of whether or not they are patentable or subject to copyright;
- information and facts designated by the Company as confidential, trade secrets of these companies, and trade secrets of these companies;

Credit means a sum of money in any fiat currency that the Partner pays to the Company in the manner specified in Article XI. of these GTC and which will be used to pay Cashback;

Indirect Cashback for Partner means the part of Cashback for Partner, the amount and method of payment of which is determined in accordance with Article XV. of these GTC;

Commercial Code means Act No. 513/1991 Coll. Commercial Code, as amended;

Other GTC means any and all terms and conditions that are valid and effective, published on the Website, in the Application WEXO Partner or in the Application WEXO Cashback, regulating the rights and obligations of the Company and entities that have agreed to them, within the entire WEXO Platform. These include, but are not limited to, the GTC Cashback Customer and the GTC Founders Club;

Partner means legal entity, natural person - entrepreneur or other business entity that has agreed to these GTC;

Patent Act refers to Act No. 435/2001 Coll. on patents, supplementary protection certificates and amendments to certain acts, as amended;

WEXO Platform means a platform that enables the provision and acquisition of Cashback. WEXO Platform consists mainly, but not exclusively, of the Application WEXO Partner, the Application WEXO Cashback, the Website, and other digital components, including software, its code (source, machine), and know-how. WEXO Platform creates a functional and innovative ecosystem for obtaining Cashback through the Cashback system;

User Interface means the part of the Application WEXO Partner to which the Partner gains access after Registration;

User Account means the Partner's User Account that has undergone the Registration process in the Application WEXO Partner and which allows the Partner to use the User Interface;

Operation means the Partner's operation in which the Partner, through the Application WEXO Partner with the activated WEXO PARTNER Program, is allowed to scan Customers' QR codes;

Direct Cashback for Partner means the part of Cashback for Partner, the amount and method of payment of which is determined in accordance with Article XV. of these GTC;

WEXO PARTNER Program means the WEXO PARTNER Program, which represents a contractual relationship between the Company and the Partner, on the basis of which the Partner obtains an activation key, access to WPOS, the Cashback system, and services within the meaning of Article VII. and Article X. of these GTC;

Rabat means the part of the Total Rabat consisting of Cashback for Customer and Rabat Affiliate, the amount and method of payment of which is determined in accordance with Article XIV. of these GTC;

Rabat Affiliate means the part of the Rabat that is intended for the payment of Cashback for Partner, the amount and method of payment of which is determined in accordance with Article XV. of these GTC;

Registration means the creation of a Partner User Account in the Application WEXO Partner by completing and submitting the Registration Form;

Registration Form means a form for the Partner that allows them to create a User Account in the Application WEXO Partner;

QR code means the Customer's unique QR code assigned to them in their Application WEXO Cashback;

Company means the commercial company WEXO Solution s. r. o., with its registered seat at: Nevädzová 5, 821 01 Bratislava - Ružinov district, Slovak Republic, ID No.: 56 577 923;

Total Rabat means the percentage of the total amount paid by the Customer for the Partner's Goods at the Partner's Operation, including VAT, whereby the Partner scans the Customer's QR code into WPOS. Cashback is then paid from the Total Rabat in accordance with these GTC;

Goods means any goods that the Partner offers for sale at its Operation, as well as any services that the Partner offers for sale at its Operation;

Third parties for the purposes of these GTC are persons other than the Partner;

GTC means these general terms and conditions for the use of the Cashback system for Partners;

Website means the website www.wexopay.com;

WPOS means WEXO Point of Sales, i.e. one of the digital services available in the Application WEXO Partner. WPOS, as a digital terminal, technically enables to scan the Customer's QR code. The Cashback Scanner is also part of the WPOS functionality.

Customers mean to be the Partner's customers who purchase Goods at the Partner's Operation;

Act on Electronic Commerce means Act No. 22/2004 Coll. on electronic commerce and amending Act No. 128/2002 Coll. on state control of the internal market in matters of consumer protection and amending certain acts, as amended by Act No. 284/2002 Coll., as amended;

The Parties mean to be the Company and the relevant Partner who has agreed to these GTC.

II. INTRODUCTORY PROVISIONS

1. The Partner acknowledges that the Company:

   1.1. is the operator of the Application WEXO Partner, including WPOS;

   1.2. is the operator of the Cashback system, within which Customers can receive Cashback from the amount paid for Goods in the form of WEXO Cashback points;

   1.3. develops, modifies, and otherwise adjusts the Cashback system;

   1.4. is responsible for ensuring the technical functioning of the Cashback system;

   1.5. has all the rights, licenses, and know-how to operate the Application WEXO Partner, including WPOS, the Cashback system, and all services available in the Application WEXO Partner;

   1.6. holds all necessary licenses and authorizations to perform these activities and other activities in accordance with these GTC.

2. The Partner is the operator of the Operation specified in the Application WEXO Partner.

3. By agreeing to these GTC, a contractual relationship arises between the Parties regarding the use of WPOS and the Cashback system. The Contracting agree that the provisions of § 5 (3) to (6) of the Act on Electronic Commerce do not apply to the contractual relationship established by these GTC.

4. If such a declaration is required in accordance with the Consumer Protection Act, the Partner hereby declares that it is a trader in accordance with Section 16(1) of the Consumer Protection Act.

III. SUBJECT MATTER OF THE GTC

1. The subject matter of these GTC is the regulation of the following relationships between the Parties and the related rights, obligations, claims, and liabilities:

   1.1. the Company's obligation to create a User Account for the Partner, to ensure its administration, including the User Interface and the Application WEXO Partner, and to keep the Application WEXO Partner available and functional;

   1.2. the Company's obligation to show the Partner in the Application WEXO Cashback as part of mediating the purchase of the Partner's Goods by Customers and the possibility for Customers to obtain Cashback;

   1.3. the Company's obligation to provide the Partner with WPOS and related services for the purpose of scanning Customers' QR codes;

   1.4. the Company's obligation to ensure the proper technical functioning of the Cashback system in the Application WEXO Partner, within the scope of services under Article X. of these GTC;

   1.5. the Company's obligation to ensure the recording and payment of Cashback for Customers, Cashback for Company, and Cashback for Partner, and to exchange Cashback for WEXO Cashback points in accordance with these GTC;

   1.6. the Company's obligation to ensure the conversion of Cashback for Partner into WEXO Cashback points and to enable the Partner to dispose of them in accordance with these GTC, in particular in accordance with Article XVII. of these GTC;

   1.7. the Partner's obligation to use WPOS under the conditions set out in these GTC, in particular to ensure the scanning of the Customer's QR code in its Operation for the purpose of operating the

Cashback system;

1.8. the Partner's obligation to use the Cashback system in accordance with these GTC, in particular in accordance with Article XX. of these GTC;

1.9. the Partner's obligation to draw Credit for the purpose of providing Cashback;

1.10. the Partner's obligation to use the Application WEXO Partner, the Cashback system, and other services under the terms and conditions set forth in these GTC;

1.11. as well as the Partner's obligation to fulfill other obligations set out in these GTC.

2. The subject matter of these GTC also includes the regulation of the mutual rights and obligations of the Parties related to the contractual relations between the Parties based on these GTC.

3. The prerequisite for the Partner's entry into the Cashback System is the Registration in the Application WEXO Partner and the activation of the WEXO PARTNER Program in accordance with the provisions of these GTC.

4. After successful activation of the WEXO PARTNER Program by the Partner, the Partner is automatically included in the Cashback System.

5. The Cashback System only works in the Application WEXO Partner and after the conditions under clause 3. of this Article of the GTC have been met.

IV. REGISTRATION, CREATION OF A USER ACCOUNT, AND EXPRESSION OF CONSENT TO THE GTC

1. If the Partner is interested in registering and gaining access to the User Interface, they are required to first create a User Account in accordance with this Article of the GTC. The Application WEXO Partner allows only natural persons – entrepreneurs, legal entities, or other business entities – to register.

2. Registration is performed by filling out the Registration Form, in which the Partner shall specify:

2.1. in the case of a natural person – entrepreneur – their ID number, country, email address, choose a password and confirm the password again for verification; and

2.2. in the case of a legal entity – their ID number, country, email address, choose a password and confirm the password again for verification.

3. Registration is also possible through third-party user accounts, in particular, but not exclusively, through Apple, Gmail, Facebook, and/or Seznam user accounts. If the Partner uses this registration option, they are required to follow the technical capabilities of the Application WEXO Partner. In such cases, clause 2. above does not apply.

4. The Partner acknowledges that all information provided in the Registration Form must be complete and accurate. If there is any change to the data already entered, the Partner is obliged to correct this change in the User Account without undue delay or to inform the Company of such a change. The Company is entitled to withdraw from these GTC and cancel the User Account with immediate effect if it finds that the information provided by the Partner is false or incomplete or damages or may damage the Company.

5. By submitting the completed Registration Form and expressing their consent to these GTC and the Privacy Policy, the Partner becomes bound by these GTC. The Company provides services to the Partner on the basis of these GTC. The Partner is obliged to use the Application WEXO Partner and User Account exclusively in accordance with these GTC.

6. Each Partner is entitled to create and have only one User Account. The User Account is created for the Partner after sending the completed Registration Form.

7. To log in to the User Account, the Partner is required to enter the Login Details they provided during Registration. If the Partner forgets their Login Details, they have the option to reset their password. In such a case, the Company will send a new temporary password to the Partner's email address, which is their username. The Partner is required to change their password after logging into their User Account without undue delay. If the Partner fails to do so, the Company is not liable for any damage incurred by the Partner, in particular in connection with any Third Party gaining access to the User Account.

8. The Partner is not entitled to allow Third Parties any access to their User Account or to allow Third Parties to use their User Account in any way. The Partner may not provide Third Parties with their Login Details for the User Account. If the Partner provides their Login Details to third parties, they expose themselves to danger. In such a case, the Partner bears all associated risks.

9. In the event of unauthorized access to the Partner's User Account by Third Parties or other misuse of the User Account, the Partner is obliged to report these facts immediately to Company. However, the

Company shall not be liable for any unauthorized access to the Partner's User Account or for the loss or disclosure of the Partner's Login Details.

10. The Partner has the option to add and/or change their personal data within their User Account. They have the option to add their bank account number in IBAN format or other data within the technical capabilities of the Application WEXO Partner. This data may be necessary for the Partner to receive Cashback and access other services or benefits under these GTC.

11. The Company may, in justified cases, suspend or cancel the User Account, especially in the event of a breach of the Partner's obligations under these GTC or in the event of suspected misuse of the User Account. In the event of cancellation of the User Account for these reasons, the Partner shall have no claims against the Company, with the exception of the Company's obligation to pay the Partner Cashback for Partner, to which the Partner became entitled during the term of the contractual relationship established by these GTC, in accordance with the procedure set out in Article XV. of these GTC.

12. The Partner is also entitled to cancel and delete their User Account in the Application WEXO Partner. They can do so via the User Interface by clicking on the "Delete Account" option. The cancellation and deletion of a User Account are irreversible.

13. In the event of the death of a Partner who is a natural person – entrepreneur, the persons authorized to dispose of the User Account must prove their identity to the Company and the fact that they are authorized to dispose of the User Account or its contents. Authorized persons are required to submit relevant documentation proving that they are heirs or persons otherwise authorized to dispose of the deceased Partner's property. The Company is not obliged to search for and contact authorized persons in accordance with the previous sentence. Therefore, in order to access the User Account, authorized persons are obliged to contact the Company on their own initiative.

14. In the case of a Partner who is a legal entity, if the legal entity ceases to exist without a legal successor, the User Account will be made available to the liquidator of the legal entity or another person in a similar position as the liquidator after proving the relevant authorization to act on behalf of the Partner.

15. In the event of a merger, amalgamation, division, or other termination of a legal entity with a legal successor, the User Account will be made available to the legal successor of the legal entity upon proof of legal succession by relevant documents (contract, extract from the relevant register, etc.). The Partner is obliged to prove these facts to the Company.

V. ACQUISITION AND OPERATION OF WPOS BY THE PARTNER

1. Before activating WPOS, the Partner must download the Application WEXO Partner and complete the Registration in this Application WEXO Partner.

2. To activate the WEXO PARTNER Program and use all services, the Partner must agree to these GTC directly in the Application WEXO Partner. Based on these GTC, the Partner gains access to the Application WEXO Partner in the WPOS section. In order to activate the WEXO PARTNER Program, the Partner needs to obtain an activation key directly from the Company or from a third party authorized to distribute activation keys. The price of the activation key may vary, and the Company may have a different price than a third party authorized to distribute activation keys.

3. Activation of the WEXO PARTNER Program links this program and its use to the relevant device on which the Application WEXO Partner is installed. Based on 1 activation, it is possible to use WPOS on one device on which the WEXO PARTNER Program has been activated.

4. By activating the WEXO PARTNER Program, the Partner gains access to WPOS. WPOS allows the Partner to scan Customers' QR codes.

5. The Partner is entitled and obliged to use WPOS in accordance with these GTC and other terms and conditions on the WEXO Platform.

6. The Partner is entitled to use WPOS with all services during the validity of the WEXO PARTNER Program and during the contractual relationship established by these GTC.

7. The Partner is obliged to report all errors, failures, and other defects of WPOS to the Call Center or email address: hello@wexopay.com. If necessary, the Company shall do everything necessary to eliminate the error, failure, or other defect in WPOS and restore the functionality of WPOS as soon as possible, depending on its personnel and time resources.

8. The Partner acknowledges that for the proper functioning of WPOS, it is necessary to have WPOS installed on their mobile device, for this mobile device to be online – i.e. connected to the internet, located at the Operation, and operated by persons who have been trained in its operation.

9. The Partner undertakes that:

    9.1. WPOS will be used by them and persons to whom they entrust WPOS only for the purposes set out

in these GTC;

9.2. not to misuse WPOS, the services, the WEXO Platform and its components and accessories;

9.3. WPOS will only be used by persons authorized by the Partner to use it, and these persons will be trained in its use and will use it exclusively in accordance with the operating manual and these GTC;

9.4. not make or instruct a third party to make any changes, modifications, or adjustments to WPOS without the prior consent of the Company. This does not apply to activities and changes that the Partner is authorized to perform under these GTC;

9.5. the Partner and the persons present at the Operation shall allow the Company or persons authorized by it to enter the Operation during normal working hours for the purpose of inspecting, testing, repairing, or modifying the WPOS;

9.6. the device on which the WPOS will be located will be fully functional, sufficiently charged, and connected to the Internet during the operating hours of the Operation.

VI. WPOS AND RELATED SOFTWARE

1. By downloading the Application WEXO Partner, completing the Registration, and activating the WEXO PARTNER Program, the Company grants the Partner consent to use the Application WEXO Partner with WPOS, solely for the purposes and under the conditions set forth in these GTC. The Company grants the Partner a non-exclusive, non-transferable, limited license to use the Application WEXO Partner with WPOS for the purpose of scanning Customers' QR codes.

2. Unless otherwise specified in these GTC, the Company does not grant the Partner any other rights under the Copyright Act, Patent Act, no rights to copyrighted works, patents, software, databases, trademarks, logos, unregistered marks used by the Company, and any other related rights and know-how.

3. The Company retains all rights to the WEXO Platform, the Application WEXO Partner, the Application WEXO Cashback, WPOS, and related applications, ideas, know-how, and all other components thereof.

4. The Partner is not entitled to:

4.1. circumvent any limitations, prohibitions, and other restrictions on the WEXO Platform that allow the Partner to use the WEXO Platform, Application WEXO Partner, and WPOS in the agreed manner;

4.2. reverse engineer, decompile, or otherwise disassemble the WEXO Platform software, the Application WEXO Partner, the Application WEXO Cashback, WPOS services, or any other related software, its components, and accessories;

4.3. use the WEXO Platform, Application WEXO Partner, and WPOS for commercial purposes or to generate profit in any other way than agreed in these GTC;

4.4. use the WEXO Platform software, Application WEXO Partner, and WPOS in a manner that is contrary to the law and/or these GTC;

4.5. share, publish, distribute, or lend the software; provide the software as a separate solution for others to use; or demonstrate, publicly display, or otherwise distribute the WEXO Platform software, Application WEXO Partner, WPOS, or these GTC to third parties;

4.6. process the WEXO Platform software, Application WEXO Partner and WPOS, combine this software with another work, include it in a database, make copies of it, publicly distribute it or present it to the public;

4.7. use any trademarks, logos, and unregistered designations used by the Company or used in connection with the WEXO Platform, Application WEXO Partner, and/or WPOS without the Company's consent.

5. The Partner is entitled to use WPOS only for the duration of the contractual relationship established by these GTC.

6. During the term of the contractual relationship established by these GTC, the Company is entitled, at its own discretion, to maintain, update, modify, change, replace, or exchange any part of the WEXO Platform software, the Application WEXO Partner and WPOS, and shall bear all costs related to such maintenance, updates, modifications, changes, replacements, or exchanges. The Partner is obliged to keep WPOS connected online for maintenance and remote downloading of updates and changes and is obliged to perform other necessary actions requested by the Company in connection with the above.

VII. PROVISION OF WPOS

1. The Company undertakes to provide the Partner with WPOS in accordance with these GTC so that the Partner can scan Customers' QR codes. As part of the provision of WPOS services, the Company shall list the Partner (its business name and designation of the Operation) in the network of Partners using WPOS in order to promote the Partner and its Operation as well as the use of WPOS, thereby acquiring new Customers for the Partner.

2. The Company undertakes to operate WPOS in such a way that the Partner has the opportunity to use WPOS for the purpose of scanning Customers' QR codes, and that the Customers have the opportunity to scan their QR code.

VIII. USE OF WPOS BY THE PARTNER

1. When selling Goods at the Operation, the Partner shall use WPOS in such a way that its Customers are able to scan their QR code into WPOS, if the Customer has one. When using WPOS, the Partner shall comply with these GTC.

2. In order to use WPOS, the Partner is obliged to register in the Application WEXO Partner.

3. After successful Registration, the Partner has the option to use the WPOS services provided by the Company, register their Customers, and scan Customers' QR codes.

4. The Partner also keeps records of their Customers via WPOS.

5. Within WPOS, the Partner has the option to view the records of their Customers, their purchases, and their data. It is not excluded that the Partner may provide various benefits to their Customers based on this data (for example, on their birthdays), provided that this does not conflict with these GTC.

6. In connection with the use of WPOS, the Partner is obliged to ensure that it does not jeopardize or damage the good business reputation of the Company. The Partner is obliged to refrain from any conduct that could jeopardize or damage the Company's good name. The Partner is liable for any and all damage caused to the Company by a breach of this obligation.

7. The Partner is obliged to use WPOS and the Application WEXO Partner only in accordance with these GTC and in the best interests of the Company. The Partner may not act in a discriminatory manner or in a manner that harms other persons in connection with the Application WEXO Partner and WPOS.

8. The Company reserves the right to suspend the Partner's use of WPOS under these GTC at any time if:

   8.1. the Partner grossly violates the rules, obligations, or prohibitions set forth in these GTC;

   8.2. they use WPOS in a fraudulent manner, for their own enrichment, the enrichment of others, or in violation of these GTC;

   8.3. they use WPOS to the detriment of the Company and/or the Customer or third parties.

9. Multiple, at least threefold, violations of any rules, obligations, and/or prohibitions are also considered a gross violation of the rules, obligations, and prohibitions set forth in these GTC. If, during the suspension of the use of WPOS, no remedy or special settlement agreement is reached between the Parties, the Company is entitled to withdraw from the contractual relationship established by these GTC.

IX. CASHBACK AND RELATED SOFTWARE

1. By activating the WEXO PARTNER Program and agreeing to these GTC, the Company grants the Partner consent to use the Cashback system, exclusively for the purposes and under the conditions set out in these GTC. The Company grants the Partner a non-exclusive, non-transferable, limited license to use the Cashback system.

2. Unless otherwise specified in these GTC, the Company does not grant the Partner any rights under the Copyright Act, Patent Act, any rights to copyrighted works, patents, software, source code, machine code, databases, trademarks, logos, unregistered marks, and any other related rights owned and/or used by the Company, and to its know-how.

3. The company retains all rights to the Cashback system and related applications, ideas, know-how, and all other components thereof.

4. The license to use the Cashback system under this Article is:

   4.1. time-limited, namely for the duration of the contractual relationship established by these GTC;

   4.2. territorially limited to the Partner's Operation, unless otherwise agreed;

   4.3. limited in scope to use only for the purpose for which the Cashback system is intended under these GTC.

5. The Partner is not entitled to:

   5.1. circumvent any limitations, prohibitions, and other restrictions on the WEXO Platform and/or any limitations, prohibitions, and other restrictions set forth in these GTC that allow the Partner to use the Cashback system in the agreed manner;

   5.2. retrospectively analyze, decompile, or otherwise disassemble the Cashback system software or any other related software, its components, and accessories;

   5.3. use the Cashback system for commercial purposes or to generate profit in any other way than agreed in these GTC;

   5.4. use the Cashback system software and the Cashback system as such in a manner that is contrary to the law and/or these GTC;

   5.5. share, publish, distribute, or lend the Cashback system software or the Cashback system as such, provide the Cashback system software or the Cashback system as such as a separate solution for others to use, or demonstrate, publicly display, or otherwise distribute the Cashback system software; the Cashback system as such or these GTC to a third party, unless permitted by these GTC;

   5.6. process the Cashback system software, combine this software with another work, include it in a database, make copies of it, publicly distribute it or present it to the public;

   5.7. use any trademarks, logos, and unregistered designations used by or in connection with the Cashback system without the Company's consent.

6. The Partner undertakes that:

   6.1. not to misuse the Cashback system and its components and accessories;

   6.2. use the Cashback system exclusively in accordance with these GTC and for the purpose for which it is intended;

   6.3. not make or instruct a third party to make any changes, modifications, or adjustments to the Cashback system without the prior consent of the Company. This does not apply to activities and changes that the Partner is authorized to perform under these GTC;

   6.4. allow or ensure that persons present at the Operation will allow the Company or persons authorized by it to enter the Operation during normal business hours for the purpose of inspecting, testing, repairing, or modifying the Cashback system and providing training on the proper use of the Cashback system;

   6.5. the device on which the Cashback system will be used will be fully functional, sufficiently charged, and connected to the internet during the normal business hours of the Operation.

7. The Partner is entitled to use the Cashback system only for the duration of the contractual relationship established by these GTC.

8. During the term of the contractual relationship established by these GTC, the Company is entitled, at its own discretion, to maintain, update, modify, change, replace, or exchange any part of the Cashback system and will bear all costs related to such maintenance, updates, modifications, changes, replacements, or exchanges.

9. The Partner is obliged to keep the Application WEXO Partner, on which the WEXO PARTNER Program is activated, connected online for maintenance and remote downloading of updates and changes, and is obliged to perform other necessary actions required by the Company in connection with the operation of the Application WEXO Partner, the WEXO Platform, and the Cashback system.

10. If the Partner violates the obligation under the previous paragraph, the Cashback system may not work at all or may not work properly. In such a case, the Partner shall be liable for any damage resulting from the breach of its obligation, including any damage caused to the Company or any third parties, and undertakes to compensate for it in full.

X. PROVISION OF SERVICES BY THE COMPANY

1. The Company undertakes that the Partner will become a participant in the Cashback system so that it can provide Cashback for Customers and receive Cashback itself. As part of the provision of services, the Company will list the Partner (its business name and designation of the Operation) in the network of Partners using the Cashback system in order to promote the Partner and its Operation as well as the use of the Cashback system.

2. The Company undertakes to provide the Partner with the following services in accordance with these GTC:

2.1. technically operate the Cashback system on the WEXO Platform within the scope of these GTC and the services listed below;

2.2. develop, modify, and otherwise adjust the Cashback system;

2.3. ensure the technical functioning of the Cashback system;

2.4. to accept and store the Partner's Credit in its bank account;

2.5. keep accurate and up-to-date records of the Partner's received Credits;

2.6. record the amount of Cashback for Customer as a percentage (%), which will be determined in the manner specified in these GTC;

2.7. calculate and record the amount of Cashback for Company as a percentage (%) in accordance with these GTC;

2.8. record information about Customers whom the Partner has registered in the Application WEXO Partner using their Affiliate code, on the basis of which the Partner is entitled to Direct Cashback for Partner in accordance with these GTC;

2.9. record information about Customers whom the Customer registered in the Application WEXO Partner in the manner specified in clause 2.8. above registered in the Application WEXO Partner using their Affiliate code, on the basis of which the Partner is entitled to Indirect Cashback for Partner in accordance with these GTC;

2.10. record the amount of Direct Cashback for Partner and Indirect Cashback for Partner as a percentage (%), if the Partner is entitled to Cashback for Partner in accordance with these GTC;

2.11. maintain and manage the WEXO Wallet for individual Partners within the Application WEXO Partner;

2.12. monitor Customer purchases from Partners, if the Partner has registered the QR code of the relevant Customer, including the amount of the Customer's payment in EUR, in accordance with the provisions of these GTC;

2.13. calculate the amount of Cashback for Customer in EUR, calculate the amount of Cashback for Company in EUR and, if applicable, the amount of Cashback for Partner in EUR, if the Partner is entitled to such Cashback, when the Customer purchases Goods from the Partner, if the Partner has registered the QR code of the relevant Customer;

2.14. deduct the amount of Cashback for Customer in EUR according to the previous clause from the Credit of the Partner at whom the purchase of Goods was made according to the previous clause, convert this amount into WEXO Cashback points and credit them to the WEXO Wallet available in the Application WEXO Cashback registered to the Customer who made the purchase of Goods from the Partner in accordance with the previous clause;

2.15. deduct the amount of Cashback for Company in EUR according to Article XIII. of these GTC from the Credit of the Partner from whom the Customer purchased the Goods and send this amount to the Company's bank account or retain it in this bank account;

2.16. deduct the amount of Cashback for Partner in EUR according to Article XVI. of these GTC from the Credit of the Partner who is entitled to Cashback for Partner, convert this amount in EUR into WEXO Cashback points and credit them to the WEXO Wallet available in the Application WEXO Partner registered to the Partner who is entitled to the Cashback for Partner;

2.17. list the Partner (its business name and designation of the Operation) in the network of Partners using the Cashback system in order to promote the Partner and its Operation as well as the use of the Cashback system.

3. The Company is entitled to remuneration for the provision of the services specified in this Article. The Partner shall pay the remuneration to the Company via Cashback, in accordance with Article XV. of these GTC.

4. The Partner is obliged to report all errors, failures, and other defects in the Cashback system and services provided by the Company to the Call Center or email address: hello@wexopay.com. If necessary, the Company shall do everything necessary to eliminate the error, failure, or other defect in the Cashback system and its services and restore the functionality of the Cashback system and its services as soon as possible, depending on its personnel and time resources.

XI. PARTNER CREDIT

1. The Credit is used to pay out Cashback. Cashback payments are made by the Company.

2. For the Cashback system to work right and for Cashback to be paid out, the Partner has to transfer the Credit to the Company's bank account. The Company manages, holds, and uses these funds only according to these GTC and for the purpose of paying out Cashback, or for paying out a welcome bonus or other benefits according to this Article of the GTC. The funds are therefore earmarked for this purpose only. This does not affect the provisions of these GTC that entitle the Company to use the Credit in another way.

3. The Company may not use the Partner's funds representing Credit for any purpose other than those specified in these GTC and in the manner specified in these GTC.

4. The Partner shall transfer the Credit in accordance with the payment details specified in the Application WEXO Partner.

5. The Partner's first Credit deposit must be at least EUR 50 excluding VAT, and the Partner must take into account the prices of its Goods and the amount of Cashback for Customer and Cashback for Company when determining the minimum amount of its Credit. For the avoidance of doubt, the Partner is obliged to deposit Credit in an amount sufficient to pay Cashback to at least 2 Customers under all circumstances. The first Credit deposit may not be lower than that specified in the first sentence of this clause. The Partner must make the first Credit deposit within 2 days of agreeing to these GTC.

6. The Company will not allow the Partner to use the Cashback system, including the services under Article X. of these GTC, before the Partner makes the first Credit deposit in accordance with the previous clause.

7. The Partner undertakes not to scan the QR code of a Customer who has made payment for Goods before the Partner makes the first Credit deposit in accordance with clause 5. of this Article. Credit is paid without VAT, and therefore its amount is not increased by the applicable VAT rate.

8. The Company records the Credit of each Partner and its amount separately.

9. For the purpose of fulfilling its obligations under these GTC and for the purpose of paying Cashback, the Partner undertakes to ensure that its Credit represents at least the amount specified in clause 5. of this Article throughout the duration of these GTC, whereby the Partner must take into account the prices of its Goods, the amount of Cashback for Customer and Cashback for Company that it has already paid out. For the avoidance of doubt, the Partner is obliged to maintain its Credit at least at such an amount that Cashback can be paid out from it to at least 2 Customers under all circumstances. The Partner's Credit must be at least the amount specified in the first sentence of clause 5. of this Article throughout the duration of these GTC. The Partner can monitor the current Credit balance in the Application WEXO Partner.

10. If the Partner's Credit falls below the amount from which it is no longer possible to pay Cashback, the Partner will be notified of the need to deposit additional Credit via an automatic notification in the Application WEXO Partner.

11. In the case referred to in the previous clause, the Partner is obliged to make another Credit deposit without undue delay, but no later than 2 days from the date of the automatic notification displayed in the Application WEXO Partner. The Partner shall make an additional Credit deposit and subsequent Credit deposits in an amount sufficient to ensure that their Credit balance is at least equal to the amount specified in clause 9. of this Article.

12. If the Partner violates its obligations under clauses 5., 10., and/or 11. of this Article, the Company is entitled to suspend the Partner's use of the Cashback system, including all services under Article V. of these GTC. These functionalities will be restored without delay once the Partner has fulfilled its obligations.

13. If the Partner does not have sufficient Credit in WPOS to pay out Cashback, WPOS will mark the unsuccessful transaction with the status "*Pending*." Cashback from a transaction marked with the status "*Pending*" cannot be paid out due to the Partner's lack of Credit.

14. If the Partner does not deposit additional Credit within the period and in the amount specified in clause 11. of this Article of the GTC, the Company is entitled to pay the Cashback for Customer directly instead of the Partner, but is not obliged to do so. If the Company pays Cashback for Customer in accordance with the previous sentence, it shall be entitled to claim from the Partner the amount of Cashback in EUR that it paid on behalf of the Partner in the form of a contractual penalty. In such a case, the Partner shall also be liable for any damage incurred by the Company. This does not affect the Company's claim for a contractual penalty or the possibility of withdrawing from the contractual relationship established by these GTC.

15. If the Partner decides to provide Customers with a welcome bonus or other benefits (e.g., for the first purchase of Goods from the Partner, for the Customer's anniversary, or for repeated purchases of Goods from the Partner in the form of a loyalty reward), it is obliged to inform the Company thereof through the technical capabilities of the Application WEXO Partner. In such a case, the Partner is obliged to determine

the amount of the welcome bonus or other benefit, including the conditions for providing them to Customers.

16. The Company is entitled to use the Partner's Credit to settle its claims against the Partner arising under these GTC, regardless of the legal basis for such claims.

17. After the termination of the contractual relationship based on these GTC, provided that the Partner has unused Credit and the Company has settled all its claims against the Partner, the Partner is entitled to the payment of unused Credit. The Partner is obliged to request payment of unused Credit after the termination of the contractual relationship under these GTC, either in writing or via the Application WEXO Partner. The Partner is obliged to request payment of unused Credit within 3 months from the date of termination of the contractual relationship under these GTC. After this period has expired without result, the Company is entitled to a fee for the management of unused Credit. The fee for the management of unused Credit is EUR 50 per month. The fee for the management of unused Credit is primarily paid from the unused Credit.

18. For the payment of Credit in accordance with the previous clause, the Partner is obliged to pay a service fee of EUR 50 excluding VAT as a lump sum reimbursement of costs related to the payment of Credit.

XII. CASHBACK

1. Cashback always represents a certain percentage of the total amount paid by the Customer for the Partner's Goods at the Partner's Operation, including VAT, which the Customer makes, whereby the Partner scans the Customer's QR code into WPOS.

2. In order to determine the amount of Cashback for Customer, Cashback for Company, and Cashback for Partner, the Partner must specify the amount of Total Rabat in the Application WEXO Partner. The amount of Total Rabat is determined as a percentage (%), and it is solely up to the Partner to decide what amount of Total Rabat to specify. However, for the avoidance of doubt, the Total Rabat must be at least 2% of the total amount paid by the Customer for the Partner's Goods at the Partner's Operation, including VAT, which the Customer pays, whereby the Partner scans the Customer's QR code into WPOS.

3. The Partner has the option to change the amount of the Total Rabat determined by them as a percentage within the Application WEXO Partner. In the Application WEXO Partner, the Partner will see the Total Rabat determined by them converted into EUR, as well as other parts of the Total Rabat that are paid out from it to individual entities, namely Cashback for Company, Cashback for Customer, and Cashback for Partner. For the avoidance of doubt, the following formula shall be used to calculate the Total Rabat converted into EUR:

$$TR_{€} = [\ PZ / 100\ ]\ x\ TR_{\%}$$

$TR_{€}$ means Total Rabat in EUR;

PZ means the total amount paid by the Customer for the Partner's Goods at the Partner's Operation, including VAT, which the Customer makes, whereby the Partner scans the Customer's OR code into WPOS;

$TR_{\%}$ means Total Rabat in %.

Example: The Partner specifies a Total Rabat of 10% in the Application WEXO Partner. The Customer makes a payment at the Partner's Operation for a total amount of EUR 1,000. The above formula is then used to calculate the Total Rabat converted into EUR, namely $TR_{(€)} = [\ 1,000 / 100\ ]\ x\ 10$. The result is the Total Rabat in EUR, i.e. a Total Rabat of EUR 100.

4. The Total Rabat determined by the Partner in accordance with clause 2. of this Article is then distributed as specified below in these GTC.

5. The Company obtains all the information necessary to pay the Cashback in real time, in accordance with these GTC.

6. The Company continuously determines the exact amounts of Cashback for Customer in EUR, Cashback for Company in EUR, and Cashback for Partner in EUR. The Partner can see the current amount of Credit, the number and amount of Cashback for Customer, Cashback for Company, and Cashback for Partner in their Application WEXO Partner.

XIII. CASHBACK FOR COMPANY

1. The amount of Cashback for Company in % is fixed and always represents 1%. The Partner will see the amount of Cashback for Company in the Application WEXO Partner at the time of determining the Total Rabat converted to EUR, at the time of determining the Total Rabat in accordance with Article XII. of these GTC. For the avoidance of doubt, the following formula shall be used to calculate the Cashback for Company converted to EUR:

$$CB_{S€} = [\ CB_{S\%} / TR_{\%}\ ]\ x\ TR_{€}$$

$CB_{S€}$ means Cashback for Company in EUR;

$CB_{S\%}$ means Cashback for Company in %;

$TR_{\%}$ means Total Rabat in %;

$TR_{€}$ means Total Rabat in EUR.

Example: A Partner in the Application WEXO Partner sets the Total Rabat at 10%. A customer at the Partner's Operation makes a payment totaling EUR 1,000. The amount of Cashback for Company is always 1% of the Total Rabat specified in %. However, Cashback for Company must be converted to EUR. The above formula is then used to calculate the Cashback for Company converted into EUR, namely $CB_{(S€)} = [\ 1 / 10\ ]\ x\ 100$. The result is the Cashback for Company calculated in EUR, i.e. Cashback for Company in the amount of EUR 10.

2. After calculating the Cashback for Company, the Company will deduct it from the Partner's Credit in accordance with Article XI. of these GTC and keep it in its bank account. The Company pays Cashback for Company from the Credit of the Partner at whom the relevant Customer made a payment for the Goods, whereby the Partner scanned the Customer's QR code into WPOS.

3. For this purpose, the Company is entitled to deduct the amount and the amount of Cashback for Company converted to EUR from the Credit of the Partner with whom the Customer made the payment, whereby the Partner scanned the Customer's QR code into WPOS. Cashback for Company will not be converted to WEXO Cashback points but will remain in EUR.

4. Cashback for Company is a reward for the Company for operating the Cashback system and other services specified in Article X. of these GTC. The Company will issue an invoice to the Partner for this reward. The invoice from the Company will always be issued at the beginning of the new calendar month for the previous month. The invoice will list all Cashback for Company that was made during the previous month.

5. The invoice will be sent to the Partner via the Application WEXO Partner, where the Partner can view issued and received invoices.

6. For the avoidance of doubt, any paid Cashback for Company shall not be refunded in the event of termination of the contract between the Partner and its Customer.

XIV. CASHBACK FOR CUSTOMER

1. In order to determine the amount of Cashback for Customer, it is first necessary to determine the Rabat. The Rabat represents the remainder of the Total Rabat after deducting the Cashback for Company in accordance with Article XIII. of these GTC.

2. For the avoidance of doubt, the following formula shall be used to calculate the Rabat in %:

$$Rabat = Total\ Rabat - Cashback\ for\ Company,\ or\ R_{\%} = TR_{\%} - CB_{S\%}$$

$R_{\%}$ means Rabat in %;

$TR_{\%}$ means Total Rabat in %;

$CB_{S\%}$ means Cashback for Company in %.

Example: A Partner in the Application WEXO Partner determines a Total Rabat of 10%. Cashback for Company in % is always 1%. The above formula is then used to calculate the Rabat in %, namely $R_{\%} = 10 - 1$. The result is a Rabat in %, i.e. a Rabat of 9%.

The Rabat in % can then be converted into EUR. The following formula is used to calculate the Rabat converted into EUR:

$$R_{€} = TR_{€} - CB_{S€}$$

$R_{€}$ means the Rabat in EUR;

$TR_{€}$ means Total Rabat in EUR;

$CB_{S\%}$ means Cashback for Company in EUR.

Example: A Partner in the Application WEXO Partner determines a Total Rabat of 10%. Cashback for Company in % is always 1%. A customer at the Partner's Operation makes a payment totaling EUR 1,000. The Total Rabat converted to EUR using the formulas above in these GTC is EUR 100. The Cashback for Company converted to EUR using the formulas above in these GTC is EUR 10. The above formula is then used to calculate the Rabat converted into EUR, namely $R_{€} = 100 - 10$. The result is the Rabat calculated in EUR, i.e. a Rabat of EUR 90.

3. The Rabat is then divided into two parts, namely Cashback for Customer and Rabat Affiliate.

4. Cashback for Customer represents 70% of the Rabat. For the avoidance of doubt, the following formula is used to calculate Cashback for Customer:

Cashback for Customer = Rabat in EUR x 0.70.

Example: A Partner in the Application WEXO Partner sets the Total Rabat at 10%. Cashback for Company in % is always 1%. The Customer makes a payment at the Partner's Operation in the total amount of EUR 1,000. The Rabat, using the formulas set out above in these GTC, is 9%. The above formula is then used to calculate the Cashback for Customer in EUR - Cashback for Customer = 90 x 0.70. The result is the Cashback for Customer calculated in EUR, i.e. Cashback for Customer in the amount of EUR 63.

5. The amount of Cashback for Customer determined in accordance with clause 4. of this Article, converted to EUR using the formula specified in clause 4. above, subsequently represents the Cashback for Customer to which the Customer is entitled for making a payment at the Partner's Operation. The amount of Cashback for Customer is rounded up to two decimal places.

6. The Cashback for Customer determined and calculated in accordance with this Article of the GTC will be paid to the Customer by the Company from the Partner's Credit in accordance with Article XI. of these GTC.

7. The Company pays Cashback for Customer from the Credit of the Partner at which the Customer made the payment for the Goods, whereby the Partner scanned the Customer's QR code into WPOS. For this purpose, the Company is entitled to deduct the amount of Cashback for Customer converted to EUR from the Credit of the Partner to whom the Customer made the payment, whereby the Partner scanned the Customer's QR code into WPOS.

8. The Cashback for Customer converted to EUR according to the previous clause will then be automatically converted by the Company into WEXO Cashback points and credited to the WEXO Wallet available in the Application WEXO Cashback in accordance with the Other GTC. Cashback for Customer is paid exclusively to the Application WEXO Cashback in the manner described in the previous sentence.

9. Cashback for Customer is provided as a reward to the Customer for purchasing Goods at the Partner's Operation. However, the Partner's Credit will be used to pay Cashback to Customer.

10. For the avoidance of doubt, Cashback for Customer shall not be refunded in the event of termination of the contract between the Partner and the Customer.

XV. CASHBACK FOR PARTNER

1. In order to determine the amount of Cashback for Partner, it is first necessary to determine the Rabat Affiliate. The Rabat Affiliate represents the remainder of the Rabat after deducting Cashback for Customer in accordance with Article XIV. of these GTC.

2. For the avoidance of doubt, the following formula shall be used to calculate the Rabat Affiliate:

Rabat Affiliate = Rabat in EUR x 0.30.

Example: A Partner in the Application WEXO Partner determines a Total Rabat of 10%. Cashback for Company is always 1% in %. A Customer at a Partner's Operation makes a payment totaling EUR 1,000. The Rabat is then 9% using the formulas above in these GTC. The above formula is then used to calculate the Rabat Affiliate in EUR, i.e. Rabat Affiliate = 90 x 0.30. The result is the Rabat Affiliate calculated in EUR, i.e. the Rabat Affiliate of EUR 27.

3. In accordance with these GTC, the Partner is entitled to receive Direct Cashback for Partner and Indirect Cashback for Partner, which together constitute Cashback for Partner. Cashback for Partner according to the previous sentence is paid from the Rabat Affiliate.

4. The Partner is entitled to Direct Cashback for Partner in the amount of 1/3 of the Rabat Affiliate if:

   4.1. this Partner has registered the Customer in the Application WEXO Cashback using their unique Affiliate code; and

   4.2. this Customer has made a payment at this Partner's or any other Partner's Operation, whereby the relevant Partner has scanned the Customer's QR code into WPOS.

In such a case, the Partner who registered the relevant Customer will receive 1/3 of the Rabat Affiliate under this Article. Cashback for Partner is their reward for registering a new Customer in the Application

WEXO Cashback. Direct Cashback for Partner is paid by the Company in accordance with this Article. For the avoidance of doubt, the following formula applies:

Direct Cashback for Partner = Rabat Affiliate in EUR / 3

Example: The Rabat Affiliate using the formulas above in these GTC is EUR 27. The above formula is then used to calculate the Direct Cashback for Partner in EUR, as follows: Direct Cashback for Partner = 27 / 3. The result is the Direct Cashback for Partner calculated in EUR, i.e. Direct Cashback for Partner in the amount of EUR 9.

5. The Partner is entitled to Indirect Cashback for Partner in the amount of 1/3 of the Rabat Affiliate if:

   5.1. this Partner registered the Customer in the Application WEXO Cashback using their unique Affiliate code;

   5.2. this Customer has registered another Customer in the Application WEXO Cashback using their unique Affiliate code; and

   5.3. the Customer registered under clause 5.2. above made a payment at this Partner's or any other Partner's Operation, whereby the relevant Partner has scanned the Customer's QR code into WPOS.

   In such a case, the Partner who registered the relevant Customer will receive 1/3 of the Rabat Affiliate under this Article. Cashback for Partner is their reward for registering another Customer in the Application WEXO Cashback. Indirect Cashback for Partner is paid by the Company in accordance with this Article. For the avoidance of doubt, the following formula applies:

   Indirect Cashback for Partner = Rabat Affiliate in EUR / 3

   Example: The Rabat Affiliate using the formulas above in these GTC is EUR 27. The above formula is then used to calculate the Indirect Cashback for Partner in EUR, namely Indirect Cashback for Partner = 27 / 3. The result is Indirect Cashback for Partner calculated in EUR, i.e. Indirect Cashback for Partner in the amount of EUR 9.

6. The Company is entitled to use the Cashback for the Partner under this Article of the GTC to settle its claims against the Partner arising under these GTC, regardless of the legal basis for these claims.

11. Cashback for Partner converted to EUR will be automatically converted by the Company into WEXO Cashback points in accordance with Article XVI. of these GTC and credited to the WEXO Wallet available in the Application WEXO Partner. Cashback for Partner is paid exclusively to the Application WEXO Partner in accordance with the previous sentence.

12. The Partner is entitled to dispose of WEXO Cashback points in accordance with Article XVII. of these GTC, or in other ways specified in these GTC and/or the Application WEXO Partner.

7. Cashback for Partner, which is paid to the Partner in accordance with clause 4. and/or clause 5. of this Article, shall not be refunded, even if:

   7.1. the contract between the Partner and the Customer registered by the Partner using their Affiliate code is terminated;

   7.2. the contract between another Partner and a Customer registered by the Partner using their Affiliate code is terminated;

   7.3. the contract between the Partner and another Customer registered by that Customer using their Affiliate code is terminated, if that Customer was previously registered by the Partner using their Affiliate code.

XVI. EXCHANGE OF CASHBACK IN EUROS FOR WEXO CASHBACK POINTS

1. The Partner acknowledges that the Company will exchange the Partner's Cashback in EUR, which the Partner has earned in accordance with Article XV. of these GTC, for WEXO Cashback points in accordance with this Article of the GTC. All WEXO Cashback points will be credited to the Partner's Cashback Wallet available in the Application WEXO Partner.

2. For the avoidance of doubt, WEXO Cashback points are virtual points created solely for the purposes of the Cashback system and the provision of Cashback to Partners and Customers. They are not cryptocurrencies, financial instruments, or other similar instruments.

3. The conversion of Cashback for Partner in EUR, which the Partner has obtained in accordance with Article XV. of these GTC into WEXO Cashback points is carried out automatically at the time of crediting the Cashback to Partner and on the basis of the Partner's consent to these GTC.

4. The conversion of Cashback for Partner into WEXO Cashback points shall be carried out as follows:

   4.1. 1 EUR = 1 WEXO Cashback point;

   4.2. 0.1 EUR = 0.1 WEXO Cashback point; and

4.3. 0.01 EUR = 0.01 WEXO Cashback point.

Example: The Partner is entitled to Cashback for Partner in the amount of 2.76 EUR. After exchanging Cashback for Partner in EUR for WEXO Cashback points, the Partner will have 2.76 WEXO Cashback points.

5. The Partner will see the current number of WEXO Cashback points and their value expressed in EUR in the User Interface of the Application WEXO Partner after logging into their User Account.

6. The Partner is entitled to dispose of WEXO Cashback points in accordance with Article XVII. of these GTC, or in other ways specified in these GTC and/or the Application WEXO Partner.

XVII. OPTION TO RETAIN AND ACCUMULATE WEXO CASHBACK POINTS OVER TIME

1. The User earns WEXO cashback points (hereinafter the "Points") automatically when purchasing goods and services through the WEXO application or from participating partners, to the extent and under the conditions set out in these Terms. Points are credited to the User's account, and the User may view their current Points balance at any time through the application. Earning Points does not require any special activity on the part of the User beyond ordinary shopping; Points arise naturally as a reward for completed purchases.

2. The User is under no obligation to use credited Points immediately. Points remain credited to the User's account without any time limitation, and the User may keep them for as long as they wish and continue to accumulate them through further purchases. The range of benefits that can be obtained in exchange for Points may change over time, and retaining Points for a longer period may therefore bring the User greater benefit in the future than using them right away. The Company may also grant additional bonus Points or other benefits to Users who retain their Points over a longer period, in accordance with the program rules in effect at the given time.

3. Points are linked to the User's account, serve exclusively for the purposes of the WEXO cashback program, and may only be used in the ways set out in these Terms. The Company reserves the right to reasonably amend the rules for earning, retaining, and using Points, provided that Points credited before such an amendment takes effect shall remain preserved for the User.

XVIII. CASHBACK PAYMENT

1. In order for Cashback for Partner to be paid, the Partner is required to fill in the following information in their User Account:

   1.1. in the case of a natural person – entrepreneur – business name, place of business, ID number, tax ID number, VAT ID number (if the legal entity is a VAT payer); and

   1.2. if it is a legal entity – business name, registered office, ID number, tax ID number, VAT ID number (if the legal entity is a VAT payer).

2. The Company informs the Partner that without filling in the information according to clause 1. of this Article, the Partner will not be able to request the payment of Cashback for Partner.

3. The payment of Cashback for Partner is made depending on whether the Partner is a VAT payer or not. The provisions of this Article of the GTC shall apply to the payment of Cashback for Partner who is not a VAT payer. For the purposes of these GTC, the Company considers a Partner who has not filled in their VAT ID number in the User Account to be a Partner who is not a VAT payer.

4. The Partner may request the payment of Cashback for Partner if the value of their WEXO Cashback points in EUR has reached a minimum value of EUR 20.00. In such a case, the Partner has the option to request the payment of Cashback for Partner by pressing the appropriate button in the Application WEXO Partner.

5. Cashback for Partner is paid to the Partner in EUR to their bank account in IBAN format, which the Partner enters for this purpose. In this case, the payment of Cashback for Partner is automatic, based on the Partner's request via the Application WEXO Partner.

6. The Company shall not be liable for any incorrect information provided by the Partner regarding the bank account to which the Cashback for Partner is to be paid. The Partner is therefore obliged to check the correctness of the bank account to which the Cashback for Partner is to be paid.

7. After paying Cashback to Partner in accordance with this clause, the Company will issue an invoice for commission for each Cashback to which the Partner is entitled on behalf of the Partner via the Application WEXO Partner. The invoice under this clause will be issued no later than 10 calendar days after the Partner requests the payment of Cashback for Partner via the Application WEXO Partner. The invoice will list all Cashback for Partner that has been paid to the Partner.

8. If the value of the Cashback for Partner has not reached at least EUR 20.00, the Partner has the option to dispose of the WEXO Cashback points in accordance with these GTC (in particular in accordance with Article XVII. of these GTC).

9. If the Company has acted in accordance with Article IV., clause 11. of these GTC and has suspended or canceled the Partner's User Account, the Partner must contact the Company by email at hello@wexopay.com in order to receive the Cashback for Partner.

10. Cashback for Partner is considered paid at the moment the Cashback for Partner is credited to the Partner's bank account.

XIX. CASHBACK PAYMENT – SPECIAL RULES FOR PARTNERS WHO ARE VAT PAYERS

1. In order for Cashback for Partner to be paid, the Partner is required to fill in the information in accordance with Article XVIII., clause 1. of these GTC in their User Account. In this regard, the Company informs the Partner that without filling in the information in accordance with Article XVIII., clause 1. of these GTC, the Partner will not be able to request the payment of Cashback for Partner.

2. The provisions of this Article of the GTC apply exclusively to Partners who are VAT payers. For the purposes of these GTC, the Company considers a Partner who has filled in their VAT ID number in their User Account to be a Partner who is a VAT payer.

3. The Partner may request payment of Cashback for Partner if the value of their WEXO Cashback points in EUR has reached a minimum value of EUR 20.00. In such a case, the Partner has the option to request the Company to pay out Cashback for Partner. In such a case, the Partner has the option to request the payment of Cashback for Partner by pressing the appropriate button in the Application WEXO Partner.

4. After pressing the button for requesting a payment of Cashback for Partner, the Cashback for Partner requested by the Partner will be marked as "*Pending*." Cashback for Partner will therefore not be paid to the Partner automatically just by pressing the appropriate button.

5. Cashback for Partner that is in "*Pending*" status will be subject to internal review by the Company and its relevant department or employee. As part of the internal verification process, the payment request for Cashback for Partner will be verified manually. As part of the process under this provision, the Company may request additional information and documents from the Partner. In this regard, the Partner is obliged to provide the Company with the necessary cooperation.

6. If, based on the internal verification process referred to in clause 4. above, the Company concludes that Cashback for Partner can be paid, it will ask the Partner to issue an invoice. The Partner is then obliged to issue an invoice to the Company for the payment of Cashback to Partner, including VAT, and deliver it to the Company at the email address hello@wexopay.com. The invoice must be payable at least 15 days from the date of its delivery to the Company in accordance with the previous sentence.

7. Cashback for Partner shall be paid to the Partner in accordance with this Article exclusively on the basis of a duly issued invoice.

8. After the Company has paid the Cashback for Partner, the status of the payment of Cashback for Partner will change from "*Pending*" to "*Processed*".

9. Cashback for Partner is considered paid at the moment it is credited to the Partner's bank account.

10. If the value of the Cashback for Partner has not reached at least EUR 20.00, the Partner has the option to dispose of WEXO Cashback points in accordance with these GTC (in particular in accordance with Article XVII. of these GTC).

XX. USE OF THE CASHBACK SYSTEM BY PARTNER

1. In connection with the use of the Cashback system, the Partner is obliged to ensure that it does not jeopardize or damage the good business reputation of the Company. The Partner is obliged to refrain from any conduct that could jeopardize or damage the Company's business reputation. The Partner is liable for any and all damage caused to the Company by a breach of this obligation.

2. The Partner is obliged to use the Cashback system only in accordance with these GTC, in the best interests of the Company. The Partner may not act in a discriminatory manner in connection with the Cashback system, nor in a manner that harms other persons.

3. The Company reserves the right to suspend the Partner's participation in the Cashback system in accordance with these GTC at any time if:

    3.1. the Partner grossly violates the rules, obligations, or prohibitions set forth in these GTC;

    3.2. they use the Cashback system fraudulently, for their own enrichment, the enrichment of others, or in violation of these GTC;

    3.3. they use WPOS fraudulently, for their own enrichment, the enrichment of others, or in violation of these GTC;

    3.4. they use the Cashback system to the detriment of the Company and/or the Customer or third

parties;

3.5. uses WPOS to the detriment of the Company and/or the Customer, or third parties.

4. Multiple violations, at least three times, of any rules, obligations, and/or prohibitions are also considered gross violations of the rules, obligations, and prohibitions set forth in these GTC. If, during the suspension of the Partner's participation in the Cashback system, no remedy or special settlement agreement is reached between the Parties, the Company is entitled to withdraw from the contractual relationship established by these GTC.

XXI. TERM OF THE AGREEMENT

1. The contractual relationship established by these GTC is concluded for an indefinite period.

2. The contractual relationship established by these GTC may be terminated:

2.1. by written agreement of the Parties on the date specified in this agreement;

2.2. by notice of either Party within the meaning of clause 3. of this Article below;

2.3. by withdrawal in accordance with the provisions of these GTC or the provisions of the Commercial Code.

3. Either Party is entitled to terminate the contractual relationship established by these GTC without giving any reason. The notice period is 3 calendar months. The notice period begins on the first day of the calendar month following the calendar month in which the notice was delivered.

4. The Company is entitled to withdraw from the contractual relationship established by these GTC if the Partner materially breaches its obligations. A material breach is considered to be:

4.1. breach of any obligation or prohibition specified in Article V., clause 6. of these GTC;

4.2. breach of any obligation specified in Article VI., clause 4. and/or clause 5. of these GTC;

4.3. breach of any obligation or prohibition specified in Article VIII., clause 1., 6., and 7. of these GTC;

4.4. breach of any obligation or prohibition specified in Article IX., clause 5. and/or 6. of these GTC;

4.5. breach of any obligation or prohibition specified in Article XI., clause 5., 7., 9. and/or 11. of these GTC;

4.6. breach of any obligation or prohibition specified in Article XX., clause 1., 2., and/or 3. of these GTC;

4.7. breach of any obligation or prohibition specified in Article XXIII. of these GTC.

5. The withdrawal shall take effect on the date of delivery of the written withdrawal to the relevant Party. The withdrawal must specify the reason for the withdrawal in such a way that it cannot be confused with any other reason and that there is no doubt as to the reason for the Party's withdrawal.

6. The Parties agree that after the termination of the contractual relationship established by these GTC, the following rules shall apply:

6.1. the Partner is entitled to payment of unused Credit. The payment of Credit after the termination of the contractual relationship established by these GTC shall be carried out in accordance with Article XII., clause 16., 17., and 18. of these GTC.

6.2. if, at the time of termination of the contractual relationship established by these GTC, there are transactions marked as "Pending" in the Partner's Cashback system due to a lack of Credit for the payment of Cashback, the Company is entitled to proceed in accordance with Article XI., clause 14. of these GTC, namely to pay Cashback for Customer directly on behalf of the Partner. In such a case, the Partner shall be liable for any damage incurred by the Company. This shall not affect the Company's claim for a contractual penalty and for the return of the amount of Cashback for Customer;

6.3. the Partner's claim for payment of Cashback to Partner under Article XV. of these GTC, which arose during the term of the contractual relationship established by these GTC, shall expire;

6.4. the Company shall suspend the Partner's participation in the Cashback system;

6.5. the Company is entitled to suspend the services it provides to the Partner in the Application WEXO Partner and/or on the WEXO Platform, suspend the Partner's User Account, or terminate any cooperation with the Partner in accordance with the relevant provisions of these GTC; and

6.6. the Parties are not obliged to return the provided performance.

7. In the event of termination of the contractual relationship established by these GTC, the provisions of these GTC which, by their nature, are to remain in force even after the termination of this contractual relationship (e.g., claims for damages, contractual penalties, confidentiality obligations) shall not expire.

XXII. PARTNER'S LIABILITY, DAMAGES AND CONTRACTUAL PENALTIES

1. If the Partner causes any damage to the Company in connection with these GTC, it undertakes to pay it in full. The Company is not obliged to take any steps to mitigate this damage, even if this could reasonably be expected of it.

2. The Partner may only be released from liability if it proves that the breach of its obligations was caused by an extraordinary, unforeseeable, and insurmountable obstacle that arose independently of its will.

3. The Parties agree that if the Partner breaches its obligation under Article XI., clause 5., 7., 9., and/or 11. of these GTC, the Company shall be entitled to a contractual penalty of EUR 5,000 for each commenced day of delay in fulfilling any of these obligations, even if only partial.

4. The Parties agree that if the Partner breaches any of its obligations specified in Article V., clause 9. and/or Article IX., clause 5. of these GTC, the Company shall be entitled to a contractual penalty of EUR 1,000,000.

5. If the Partner breaches the confidentiality obligation under Article XXIII. of these GTC, the Parties agree that the Company shall be entitled to a contractual penalty of EUR 1,000,000 for each breach of the obligation. The Company shall also be entitled to payment of the amount by which the Partner has enriched itself by breaching its confidentiality obligation.

6. In the event that the Partner breaches the non-competition clause under Article XXIV. of these GTC, the Parties agree that the Company shall be entitled to a contractual penalty of EUR 100,000 for each day, including any day commenced, on which the non-competition clause is breached. The Company shall also be entitled to payment of the amount by which the Partner has enriched itself by breaching the non-competition clause.

7. Contractual penalties are payable upon request.

8. The provisions of clauses 3., 4., 5., and 6. of this Article do not affect the compensation for damages, its amount, or the Company's right to withdraw from the contractual relationship established by these GTC.

XXIII. CONFIDENTIALITY AND PROTECTION OF CONFIDENTIAL INFORMATION

1. The Parties agree to maintain confidentiality regarding all Confidential Information.

2. The Partner is obliged to act with due professional care, honestly, fairly, in the interests of the Company, and to protect its rights and legitimate interests in relation to Confidential Information. The Partner may not act against the interests, rights, and legitimate interests of the Company or to the detriment of the Company. In its activities under these GTC, the Partner may not give priority to its own interests or the interests of third parties over the interests of the Company.

3. The Partner is obliged to protect and maintain confidentiality regarding Confidential Information, not to use it contrary to the purpose for which it was provided, and not to provide or disclose it to any third party or person without the prior written consent of the Company.

4. The Partner is obliged to protect and keep Confidential Information secret by all available means and options so that it is not disclosed.

5. The Partner undertakes that:

   5.1. maintain the protection and confidentiality of Confidential Information and treat it as its own Confidential Information and trade secrets;

   5.2. immediately notify the Company in writing of any circumstances that could lead to a conflict of interest with the Company;

   5.3. use Confidential Information only for the purposes of its activities under these GTC;

   5.4. not to disclose Confidential Information to third parties without the prior written consent of the Company and in accordance with the terms and conditions set out in such consent.

6. The Partner is obliged to take all measures to prevent the disclosure, access, or familiarization with Confidential Information by third parties.

7. The Partner is entitled to disclose Confidential Information to the extent necessary if required to do so by law or by a public authority, and in a legitimate manner. In such a case, the Partner is obliged to immediately inform the Company of such an obligation and to proceed in accordance with the Company's instructions, in particular to jointly prepare with the Company the scope of Confidential Information to be provided, if any.

8. The Partner undertakes to:

   8.1. restrict access to Confidential Information by its employees, contractors, and other persons acting on the Partner's instructions or authorization or with its knowledge, by making it available only to the necessary number of persons to the extent necessary;

   8.2. instruct all persons who will become familiar with Confidential Information about its confidential nature and their duty of confidentiality;

   8.3. ensure the protection of Confidential Information in order to prevent its disclosure to unauthorized third parties;

   8.4. not disclose, publish, or otherwise make Confidential Information available to unauthorized third parties.

9. In the event of a breach of any obligation under this Article or disclosure of Confidential Information to an unauthorized third party, the Partner shall be fully liable for such breach or disclosure, regardless of whether it breached this obligation itself or whether the breach was committed by an employee, a member of the Partner's statutory body, or another person acting on the Partner's instructions, with or without the Partner's knowledge.

XXIV. NON-COMPETE CLAUSE

1. The Partner undertakes that during the validity and effectiveness of the contractual relationship established by these GTC and for 2 years after its termination, it will not perform any activity that is competitive or competitive in nature to the Company's activities under these GTC. The Partner is not entitled to any remuneration or other consideration from the Company for complying with the non-competition clause.

2. For the avoidance of doubt, the non-competition clause applies to:

   2.1. the territory of the Member States of the European Union; and

   2.2. activities that are the same or similar to those provided by the Company to the Partner under these GTC.

3. The Partner undertakes that, for the period specified in clause 1. of this Article of the GTC, it will not engage in any activity that is competitive or competitive in nature with the Company's activities under these GTC, including:

   3.1. in the position of a partner, shareholder, member of a cooperative or in any other similar legal position in any commercial company or cooperative within the meaning of the relevant legal regulations, in particular the Commercial Code,

   3.2. as a silent partner of any of the commercial companies listed in clause 3.1. above,

   3.3. independently or through any third party, directly or indirectly in any form, or as a related person or through a related person.

XXV. CHANGES TO THE GTC

1. The Company is entitled to amend these GTC, any of their provisions, as well as to add new provisions, including any price lists, their amendments, and changes to the Cashback system.

2. Rights and obligations that arose during the effective period of the previous version of the GTC are not affected by the changes.

3. Changes to these GTC shall become valid and effective on the date of their publication in the Application WEXO Partner or on the date specified therein.

4. The new version of these GTC shall be announced via a notification in the Application WEXO Partner and/or by sending a notification to the Partner's email address. The notification of changes shall contain the complete new version of these GTC.

5. If the Partner does not agree with the change to the GTC, they are entitled to withdraw from the contractual relationship established by these GTC, whereby the withdrawal must be delivered within 14 days of notification of the changes to the GTC. Upon expiry of this period, the Partner loses the right to withdraw and is bound by the new version of the GTC.

XXVI. FINAL PROVISIONS

1. The Parties undertake to provide each other with the necessary cooperation in fulfilling their obligations under these GTC and to notify each other of any circumstances and information that may affect the rights and obligations agreed in these GTC without undue delay after becoming aware of such circumstances or

information.

2. If the Company incurs any costs, the reason for which can be attributed to the Partner, or if these costs are related to a request by the Partner or are the result of the Partner's actions, the Company is entitled to a service fee as a lump sum reimbursement of costs in the amount of EUR 50 excluding VAT. If the Company incurs costs for more than 5 man-hours, the Partner undertakes to pay a service fee of EUR 50 for each man-hour exceeding 5 man-hours.

3. If the Company becomes a payer of value added tax, it shall apply the applicable value added tax at the statutory rate to its invoices.

4. Legal relations not governed by these GTC shall be governed by the legal order of the Slovak Republic, in particular the relevant provisions of the Commercial Code and other applicable legal regulations of the Slovak Republic.

5. Documents relating to these GTC shall be delivered by the Parties via the Application WEXO Partner, to the email addresses of the Parties specified in these GTC or by the Partner upon registration, or to the address of their registered office or place of business specified in the relevant register. The Parties are obliged to notify each other of any change in the email address designated for the delivery of documents without undue delay after such change.

6. The Partner is not entitled to transfer or assign any rights or obligations under these GTC to another person without the prior written consent of the Company.

7. If any provisions of these GTC are wholly or partially invalid and/or ineffective or subsequently become invalid and/or ineffective, this shall not affect the validity and/or effectiveness of the other provisions of these GTC. Instead of the invalid and/or ineffective provisions of these GTC and to fill the gaps, a provision shall be used which, if legally possible, comes as close as possible to the meaning and purpose of these GTC, provided that the Parties took this issue into account when concluding the GTC.

8. The Parties agree that all disputes arising from or in connection with these GTC shall be resolved primarily out of court. If the Parties fail to resolve the dispute out of court, all disputes arising from or in connection with these GTC (including disputes over non-contractual claims) shall be decided by the competent court of the Slovak Republic.

9. These GTC shall enter into force and effect on 31.07.2026.