
MADMONQ REFERRAL PROGRAM

TERMS & CONDITIONS

These MADMONQ Referral Program Terms & Conditions (the “**Terms**”), which may be amended from time to time, set out the rights and obligations governing the relationship between us, **Singularity Labs s.r.o.**, a company incorporated in the Czech Republic, ID No.: 051 65 814, with its registered office at Technologická 375/3, Pustkovec, 708 00 Ostrava, Czech Republic (the “**Company**”), and you as our partner in the MADMONQ Referral Program (the “**Partner**”; the Company and the Partner collectively referred to as the “**Parties**” and individually as the “**Party**”).

1. INTRODUCTORY PROVISIONS

- 1.1. The Company’s product is nutritional supplements for e-sport players enhancing cognitive function, focus, and energy levels (the “**Product**”). The Company wishes to obtain new customers who acquire the Product.
- 1.2. The Partner is a natural person who wishes to help the Company obtain new customers to acquire the Product. For every new customer, the Company agrees to pay the Partner a commission in the amount and under the conditions specified herein.
- 1.3. The Parties wish to set out the terms of their cooperation and regulate their mutual rights and obligations.

2. RIGHTS AND OBLIGATIONS OF THE PARTIES

- 2.1. The Partner undertakes to recommend the purchase of the Product to a third party or third parties that never acquired the Product before, and the Company undertakes to pay the Partner a commission under these Terms. For the Partner to be entitled to a commission, the purchase of the Product by the new customer must be conducted via the Partner’s unique referral link assigned to him by the Company.
- 2.2. The Partner undertakes to conduct all activities under these Terms personally, with due care, and to provide the Company with relevant information about its activities.
- 2.3. The Partner shall not, in relation to the Company and its customers or potential customers, (i) conduct any unlawful activities, (ii) mislead or harm the customers or potential customers of the Company, (iii) conduct any fake purchases of the Product, (iv) circumvent, or incite any third persons to circumvent, the business intentions behind the promotional activities of the Company (including, but not limited to, creating fake or duplicate profiles of customers), or (v) conduct any other activities that are or could prove to be harmful to the Company.
- 2.4. The Company shall not reimburse the Partner for costs incurred in connection with the activities carried out under these Terms unless agreed in writing in advance.
- 2.5. The Partner undertakes to maintain the confidentiality of and to keep confidential any and all non-public information regarding the Company, including (but not limited to) the personal information of the Company’s potential or present customers, as well as any information regarding the intellectual property or know-how related to the Product, that the Partner might learn in the course of its cooperation with the Company, for the entire duration of these Terms and for the period of 5 years after its termination.

- 2.6. The Partner must under all circumstances refrain from any conduct that could endanger the good name of the Company or the Company's affiliates, for the entire duration of these Terms and for the period of 5 years after its termination.
- 2.7. The Parties agree that the cooperation of the Parties under these Terms is not exclusive. For the avoidance of doubt, the Company may use any and all services of other persons or entities.
- 2.8. For the avoidance of doubt, the Company has, at its sole and absolute discretion, the right to refuse to accept the attempted purchase by any third person. The Partner shall have no claim toward the Commission in accordance with Article 3 from the attempted purchase according to the previous sentence.
- 2.9. Nothing in these Terms provides the Partner any right to use, display, or publish the logos, marks, and other indicia of the Company or any Company's affiliate. Such logos, marks, and other indicia may not be used without explicit written permission from the Company.
- 2.10. Nothing in these Terms shall be interpreted as an endorsement of the Partner by the Company or any Company's affiliate. Accordingly, the Partner may not refer to its relationship with the Company or any Company's affiliate in any press releases or any other marketing materials and appearances.

3. COMMISSION

- 3.1. The Company undertakes to pay to the Partner a commission in the amount of **USD 30** (in words: thirty dollars) excluding VAT (if applicable) per each new customer (i.e., a natural person who has never acquired any Products from the Company before) who bought any of the Company's Products via the Partner's unique referral link (the "**Commission**").
- 3.2. The Parties agree that the maximum sum of all individual Commissions received by each Partner from the Company for the whole duration of these Terms shall not exceed **USD 300** (in words: three hundred US dollars). After the Partner reaches this limit, they shall not be entitled to any further Commission from the Company according to these Terms.
- 3.3. In the event that a third party requests a refund for a transaction for which the Partner has received the Commission, and the Company makes such refund in favor of the third party, the Company may require a refund of the corresponding Commission from the Partner.
- 3.4. The Company may also require a refund from the Partner of any and all Commission paid by the Company to the Partner if the Company identifies, at its sole discretion, that the Partner conducted any of the prohibited activities under Article 2.3. In such case, the Partner shall not be entitled to any further Commission from the Company.
- 3.5. The Commission is due within 30 days from the date on which the Company receives the payment for the Product from the new customer. The Parties agree that the Commission shall be paid by the Company in USD (United States dollars). The due date according to the previous sentence shall be extended by any and all delays caused by reasons beyond the Company's control (including, but not limited to, delays caused by the Partner).
- 3.6. The Parties hereby agree that the Partner shall not be entitled to any other consideration (whether as additional commission or otherwise) other than the Commission agreed in these Terms. The Parties hereby exclude the application of any and all statutory provisions under any law which would give rise to the Partner's right for any consideration other than as the Commission agreed in these Terms. Should any such right arise, the Partner hereby waives its right to claim any such consideration and undertakes not to assert such claim against the Company.

4. TERMINATION OF THE COOPERATION

- 4.1. These Terms are concluded for an indefinite period of time.
- 4.2. Upon the conclusion of the MADMONQ Referral Program by the Company, these Terms shall automatically terminate (except for the provisions that are intended to survive the termination of these Terms). The termination of these Terms according to this Article 4.2 shall be without prejudice to any rights or obligations of the Parties already accrued under these Terms before its termination.
- 4.3. The Company may terminate the cooperation with the Partner under these Terms in case of a material breach by the Partner that has not been cured (if possible) within 7 (seven) days following a written notice thereof from the Company. Material breach shall for the purposes of these Terms include in particular (but not limited to) breach of the Partner's obligations pursuant to Sections 2.3 (Prohibited Activities), 2.5 (Confidentiality), 2.6 (Good Name of the Company), 2.9 (Company's Marks) and 2.10 (Endorsement and Press Releases). The termination of the cooperation with the Partner under these Terms according to this Article 4.3 shall extinguish the Partner's right to the Commission under Article 3 of these Terms.

5. FINAL PROVISIONS

- 5.1. For the avoidance of doubt, the Partner is not an employee of the Company or any Company's affiliate. The Partner may not hold itself out as an agent or an employee of the Company in connection with the performance of activities hereunder or any other matter. The Partner is responsible for its compliance with all applicable laws and specifically assumes exclusive responsibility for payment of all taxes or contributions which, under such laws, may be payable.
- 5.2. In the event that any provision of these Terms is or becomes in the future invalid, ineffective, or unenforceable or is found to be so by a competent public authority, the other provisions of these Terms shall remain valid and effective unless the nature of such provision or its contents or the circumstances under which it was concluded show that it cannot be severed from the other contents of these Terms. The Parties undertake to replace any invalid, ineffective, or unenforceable provision of these Terms with another provision which, to the maximum extent possible, corresponds in content and intent to the original provision and to these Terms as a whole.
- 5.3. The rights and obligations of the Parties shall be governed by Act No. 89/2012 Coll., the Civil Code, as amended, and other laws of the Czech Republic (without regard to rules on conflicts of laws) in cases not covered by these Terms. The Parties agree that commercial custom shall not prevail over any provisions of law, even over provisions of law that do not have a coercive effect. All disputes arising out of or in connection with these Terms shall be decided by the ordinary courts of the Czech Republic.
- 5.4. By agreeing to these Terms, you confirm that you have read and understood them, and that you agree to be bound by their contents.

[END OF THESE MADMONQ REFERRAL PROGRAM TERMS & CONDITIONS]