

INVITY FINANCE S.R.O.

TERMS AND CONDITIONS OF THE AFFILIATE PROGRAM (AFFILIATE TERMS)

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1. INTRODUCTION

- 1.1 These Affiliate Program Terms and Conditions (the “**Affiliate Terms**”) govern the participation of the Affiliate in Invity’s affiliate program (the “**Program**”) and the promotion of the Services through the distribution of an Affiliate Code.
- 1.2 The Affiliate Terms are a standalone agreement. The General Terms and Conditions of Invity (the “**VOP**”) do not apply to, supplement, govern or interpret the Affiliate Terms in any part, save as expressly provided in clause 2.17. Where the Affiliate is also a user of the Services in its own capacity, the VOP govern that separate relationship between Invity and the Affiliate as user, and the Affiliate Terms govern the affiliate relationship. The two are independent.
- 1.3 By submitting an Affiliate Application, clicking “Accept Terms”, or using the Affiliate Code, the Affiliate accepts the Affiliate Terms. The Affiliate Terms become a binding agreement only upon Invity’s written confirmation of the Affiliate’s admission (the Effective Date), and the Affiliate is then bound by the Affiliate Terms as in force on that date.
- 1.4 The Affiliate enters into the Affiliate Terms in the course of its business, trade, craft or profession, and not as a consumer, and represents that it is an entrepreneur within the meaning of Section 420 of Act No. 89/2012 Coll., the Civil Code. This representation is a fundamental condition of admission to the Program.

2. DEFINITIONS

- 2.1 “**Affiliate**” means a person admitted by Invity to the Program in accordance with Article 3.
- 2.2 “**Affiliate Code**” means the unique alphanumeric identifier assigned by Invity to an Affiliate for the purpose of attributing referrals, including any deep or smart link incorporating it (an “**Affiliate Link**”).
- 2.3 “**Affiliate Commission**” means the consideration payable by Invity to the Affiliate under Article 10 and the Commission Schedule.
- 2.4 “**Brand Assets**” means the trademarks, trade names, logos, domain names, design elements, and any creatives, banners and copy that Invity makes available to Affiliates from time to time.
- 2.5 “**ČNB**” means Czech National Bank.
- 2.6 “**Commission Schedule**” means the schedule of commission and Referred User Benefit parameters applicable to the Affiliate, as notified by Invity to the Affiliate in its written confirmation of admission. Where Invity does not notify an individual Commission Schedule, the default schedule in Annex II applies.
- 2.7 “**Effective Date**” means the date on which Invity confirms in writing the Affiliate’s admission to the Program.
- 2.8 “**Invity**”, “**we**”, or “**our**” means Invity Finance s.r.o., company number 223 69 775, registered office at Kundratka 2359/17a, Libeň, 180 00 Praha 8, Czech Republic.

- 2.9 “**MiCA**” means Regulation (EU) 2023/1114 of the European Parliament and of the Council of 31 May 2023 on markets in crypto-assets, and amending Regulations (EU) No 1093/2010 and (EU) No 1095/2010 and Directives 2013/36/EU and (EU) 2019/1937.
- 2.10 “**Permitted Territory**” means each country listed in Annex I. A “**Restricted Territory**” is any country or territory not listed as a Permitted Territory.
- 2.11 “**Promotional Communication**” means any written, oral or audiovisual communication created or disseminated by or on behalf of the Affiliate that refers to Invity, the Services, the Invity Application, the Affiliate Code, the Affiliate Link or any Brand Asset.
- 2.12 “**Qualified Referred User**” means a Referred User that has completed KYC or, as applicable, KYB verification and at least one paid Purchase, Regular Purchase or Turbo Purchase in respect of which the Service Fee has been charged and received by Invity and has not been subsequently cancelled, refunded or reversed.
- 2.13 “**Referred User**” means a person, whether a natural person or a legal entity, that after the Effective Date applicable to the Affiliate, creates a new Invity User Account using the Affiliate’s Affiliate Link or by manually entering the Affiliate’s Affiliate Code, and who has not previously held an Invity User Account.
- 2.14 “**Referred User Benefit**” means the benefit that Invity makes available to a Referred User in connection with the Referred User’s first eligible transaction, taking the form of a discount on the Service Fee and/or a one-time bonus in BTC, in each case in the form, amount and on the conditions set out in the Commission Schedule.
- 2.15 “**Service Fee**” means the fee charged by Invity to a user for the performance of a Purchase, Regular Purchase or Turbo Purchase, in each case as Invity offers those Services from time to time. The Service Fee does not include any bank, card, network or other third-party fees.
- 2.16 “**Services**” means the crypto-asset services that Invity provides through the Invity Application from time to time as outlined in the VOP.
- 2.17 “**Transaction Amount**” means the fiat value of the Purchase, Regular Purchase or Turbo Purchase on which the Service Fee is calculated (excluding bank, card, network and other third-party fees)
- 2.18 Capitalised terms used but not defined have the meanings given in the VOP, which apply for the limited purpose of interpreting such terms only and without otherwise incorporating the VOP into the Affiliate Terms.

3. ELIGIBILITY AND STATUS

- 3.1 The Program is open to legal entities and self-employed natural persons participating in their independent gainful activity, in each case in good standing under applicable law.
- 3.2 Admission to the Program requires submission of an Affiliate Application containing the basic invoicing and contact information and Invity’s express written approval. Invity may approve, reject or attach conditions to any Affiliate Application at its sole

discretion and without reasons. The following are not eligible: (a) employees, contractors and direct relatives of any Invity group company; (b) persons listed on any UN, EU, OFAC or Czech sanctions list; (c) competitors of Invity; and (d) any person whose participation Invity considers inappropriate.

- 3.3 The Affiliate shall promptly notify Invity of any material change in the information submitted in its Affiliate Application or in its eligibility. Invity may suspend or withdraw approval at any time.
- 3.4 The Affiliate is an independent contractor. The Affiliate Terms do not create any agency (including commercial agency within the meaning of Sections 2483 to 2520 of the Civil Code, which are expressly excluded), partnership, joint venture, franchise or employment relationship. The Affiliate has no authority to bind Invity, to make any representation or commitment on Invity's behalf, to incur any liability for Invity, or to hold itself out as authorised to do any of the foregoing.
- 3.5 The Affiliate participates on a non-exclusive basis, in its own name and at its own cost and risk. The Affiliate may not assign or sub-contract any of its rights or obligations, and may not appoint any sub-affiliate, sub-publisher or sub-referrer. The Affiliate may, however, use third-party providers (such as website operators, hosting providers or messaging platforms) solely as technical means for distributing the Affiliate Code or Affiliate Link, provided that such providers act only as a technical channel, do not participate in the Affiliate Commission, and the Affiliate remains fully responsible for compliance with these Affiliate Terms.

4. AFFILIATE CODE AND REFERRAL ATTRIBUTION

- 4.1 Upon admission, Invity assigns to the Affiliate a unique Affiliate Code. The Affiliate Code may be embedded in an Affiliate Link (a deep or smart link to the Invity Application) or communicated by the Affiliate for manual entry by a prospective Referred User during registration.
- 4.2 Attribution is made exclusively on the basis of the Affiliate Code recorded in Invity's internal database at the moment of completion of registration by the Referred User. Invity does not use cookies, browser-side identifiers, third-party tracking platforms or any other tracking mechanism for purposes of attribution.
- 4.3 A Referred User may be attributed to only one Affiliate. If more than one Affiliate Code is used or entered during registration, attribution is made to the Affiliate whose Affiliate Code was used or entered most recently. A click on an Affiliate Link, an enquiry or an incomplete registration that does not result in the creation of an Invity User Account gives rise to no attribution and no Affiliate Commission.
- 4.4 The Affiliate Code is granted on a non-exclusive, non-transferable, non-sublicensable, revocable basis solely for the Program. The Affiliate may not transfer, sell, lease, license or otherwise dispose of the Affiliate Code or the Affiliate Link, except (a) in the form of free-of-charge distribution to a prospective Referred User for the sole purpose of registration with Invity, or (b) through third-party providers used solely as technical means of distribution as permitted under the Affiliate Terms. Invity may modify, replace, suspend or revoke any Affiliate Code or Affiliate Link at any time.

- 4.5 Invity uses reasonable efforts to ensure that the Affiliate Link functions correctly but does not warrant that it will operate in all circumstances. Failure of automatic attribution due to device settings, browser configuration, smart-link resolution or any other technical cause does not give rise to liability of Invity. Where automatic attribution does not occur, manual entry of the Affiliate Code by the Referred User during registration is the only available fallback. No other substitute or after-the-fact attribution is guaranteed. If an attribution is made in error or is detected as abusive, Invity may correct, reverse or refuse to recognise it.
- 4.6 A Referred User is attributed under one programme only, and may not, in respect of the same registration, be attributed to the Affiliate under the Program and at the same time to any other Invity marketing campaign, promotion or Invity's referral programme. Where an Affiliate Code or Affiliate Link is used or entered together with a referral code or any other campaign identifier, the most recently used or entered identifier determines the single attribution. Only one attribution is recognised, governing both the Affiliate Commission and the Referred User Benefit. The Referred User Benefit is not cumulative with any reward, discount or other benefit available under any other Invity campaign or programme.

5. TERRITORIAL SCOPE

- 5.1 The Affiliate may conduct Promotional Communications only in Permitted Territories and only in respect of the Services that Invity is authorised to provide there, as set out in Annex I. All other countries and territories are Restricted Territories, including, without limitation, the United Kingdom and the United States of America. The Affiliate may not target, address or knowingly allow access to any Promotional Communication by persons located in any Restricted Territory.
- 5.2 Where the Affiliate conducts activities globally or through channels accessible from Restricted Territories, the Affiliate shall implement appropriate technical measures to prevent access by persons in Restricted Territories.
- 5.3 The Affiliate is solely responsible for any consequences arising from a breach of the territorial restrictions, including any regulatory action, claim, fine or third-party claim, and shall indemnify Invity accordingly under the indemnification provisions of the Affiliate Terms.
- 5.4 Invity may amend Annex I at any time at its sole discretion to reflect changes in its authorisations or operations. The amendment takes effect in accordance with the amendment notice procedure of the Affiliate Terms.

6. REGULATORY PERIMETER

- 6.1 The Affiliate's role under the Program is limited to making the Affiliate Code or Affiliate Link available to prospective Referred Users in accordance with these Affiliate Terms. The Program does not authorise the Affiliate to perform any crypto-asset service under MiCA, or any other regulated financial service in any jurisdiction.
- 6.2 The Affiliate shall not, and shall not represent itself as authorised by Invity to:

- (a) give any advice, recommendation, opinion or suggestion as to the suitability, timing, size or expected return of any investment, transaction or holding in any crypto-asset, on a personalised, general or implied basis;
- (b) receive, transmit, forward, place or execute any order or instruction of any user, or hold, custody, control or deal with any funds, fiat currency, crypto-assets or other property of any user;
- (c) collect, request, store or process any personal data, identity document or payment credential of any prospective or existing user that is relevant for the provision of the Services, including for KYC, AML or sanctions screening;
- (d) negotiate terms or fees, or handle complaints, queries, claims or other communications of any user concerning Invity or the Services (other than by referring the relevant person to support@invity.io);
- (e) hold itself out as authorised, licensed, registered or supervised by the ČNB, ESMA, any national competent authority or any other regulator, or as a crypto-asset service provider;
- (f) represent or imply that crypto-assets are an investment, are suitable for investment, are safe, are low-risk, or are protected by any deposit-insurance scheme, investor-compensation scheme or other guarantee, or that Invity is any other regulated financial institution other than as specifically disclosed by Invity, namely a crypto-asset service provider authorised under MiCA and supervised by the ČNB.

6.3 Any breach of the regulatory perimeter provisions of the Affiliate Terms is a material breach entitling Invity to terminate the Affiliate Terms with immediate effect in accordance with the termination provisions of the Affiliate Terms.

7. PROHIBITED MARKETING PRACTICES

7.1 The Affiliate shall not engage in any of the following or distribute the Affiliate Code, Affiliate Link or any Promotional Communication through any of the following means:

- (a) unsolicited communications by SMS, text, voice call (including automated, predictive or robocalls) or email (spam), in each case in violation of applicable anti-spam law, ePrivacy law or platform policy, or to recipients who have not given prior, specific, informed and unambiguous consent;
- (b) placement on websites, applications, channels or networks primarily associated with adult content, weapons, graphic violence, hate speech, gambling, harassment, discrimination, or any unlawful activity, or on any property identified by Invity in writing as blacklisted;
- (c) malware, tracking software, fraudulent or non-human traffic, click manipulation, cookie stuffing, artificial inflation of audience or engagement, fake followers, bot-generated content or any analogous abuse;
- (d) impersonation of Invity, the Invity group or any of their personnel. Any property, handle, profile or domain that is identical, confusingly similar to, or

capable of being mistaken for an official Invity property, or whose look and feel creates the impression of being an official Invity property. Targeted marketing directed at specifically identified individuals through unsolicited direct messaging, tagging unrelated persons, or posting in unrelated comment threads or private groups;

- (e) bidding on, purchasing or otherwise running paid-search or content campaigns on the words “Invity”, “Invity Finance”, “invity.io”, or any variant, misspelling or combination thereof, on any search engine or advertising platform; or using such terms in ad title, ad copy, display name or display URL;
- (f) programmatic ad buying, paid search engine activity referencing Invity, dedicated emails sent in Invity’s branding or in a manner perceived as coming from Invity, contests, sweepstakes or prize draws referencing Invity, and any newsletter sent exclusively in Invity’s branding, in each case except with Invity’s prior written approval in each instance;
- (g) sharing, rebating, refunding or otherwise transferring any portion of the Affiliate Commission to any Referred User or prospective Referred User, or providing any kickback, inducement, gift, reward or benefit to any such person in connection with their registration or any transaction in any crypto-asset;
- (h) any practice that is, or could reasonably be considered to be, deceptive, misleading, unfair, aggressive or otherwise contrary to Directive 2005/29/EC on unfair commercial practices or its national transpositions, or any act or omission that brings or could bring Invity, the Invity group or the Services into disrepute;
- (i) placement of any tracking pixel, web beacon, tag, script or analogous technology of the Affiliate or any third party on any Invity website, application or other Invity property; and
- (j) retargeting, remarketing or building or enriching any audience based on users of Invity, the Services or the Invity Application, including by uploading any list or identifier of such users to any advertising, social-media or data platform.

7.2 The list above is not exhaustive and is without prejudice to the other provisions of the Affiliate Terms.

8. PROMOTIONAL CONTENT AND DISCLOSURE

8.1 Every Promotional Communication shall be fair, clear, balanced and not misleading, shall not promise any return, yield or profit or describe crypto-assets as safe, low-risk or suitable for any particular person, shall not use pressure tactics or target minors or persons in a state of financial vulnerability, and shall clearly and conspicuously disclose its paid commercial nature and the Affiliate’s remunerated relationship with Invity. The Affiliate is solely responsible for the content, form, placement and accuracy of every Promotional Communication and for its compliance with applicable law and platform rules. Invity does not pre-approve or supply Promotional Communications.

- 8.2 The Affiliate is solely responsible for ensuring that every Promotional Communication includes any risk warning, disclaimer, statutory notice or regulatory disclosure required by the laws, regulatory guidance, self-regulatory codes or platform rules applicable to the territory in which the communication is made or to which it is directed. Invity does not pre-approve risk warnings, does not supply mandatory wording and assumes no responsibility for the adequacy of any warning used by the Affiliate.
- 8.3 Promotional Communications shall not be presented as made, issued or authorised by Invity. The Affiliate shall make clear that it is an independent marketing partner participating in the Program and that the communication is not an official communication of Invity. The Affiliate may identify Invity as a partner with whom it cooperates under the Program.
- 8.4 The Affiliate shall comply with MiCA and with the guidelines, recommendations and other guidance issued by ČNB, ESMA and any other regulatory authority competent in the territory in which a Promotional Communication is made or to which it is directed.

9. BRAND ASSETS

- 9.1 Subject to and conditional upon continued compliance with the Affiliate Terms, Invity grants the Affiliate a non-exclusive, non-transferable, non-sublicensable, revocable, royalty-free licence to use the Brand Assets solely for the purpose of Promotional Communications in accordance with the Affiliate Terms.
- 9.2 Invity is and remains the exclusive owner of all rights, title and interest in the Brand Assets, including all intellectual property rights subsisting in them. Nothing in the Affiliate Terms transfers any ownership of any Brand Asset other than the limited licence above.
- 9.3 The Affiliate shall use Brand Assets only in the form provided by Invity, without modification, alteration or combination with any other element in a manner that creates a composite mark or impairs the distinctiveness of any Brand Asset. The Affiliate shall not register or attempt to register any trade mark, domain name, business name, social media handle or other identifier that consists of, contains, or is confusingly similar to any Brand Asset.
- 9.4 On expiry or termination of the Affiliate Terms, the licence terminates with immediate effect. The Affiliate shall promptly cease all use of the Brand Assets and remove or delete them from any property under its control.

10. COMMISSION, PAYMENT AND CLAWBACK

- 10.1 Subject to the Affiliate Terms and the Commission Schedule, Invity shall pay to the Affiliate an Affiliate Commission consisting of (a) a one-time CPA fee accruing on the date on which the Referred User becomes a Qualified Referred User and/or (b) a per transaction commission equal to the percentage, specified in the Commission Schedule, of the Transaction Amount for each Service executed by a Qualified Referred User during the period specified in the Commission Schedule. The amount, percentage, duration and other parameters are set out in the Commission Schedule, which Invity may amend in accordance with the amendment provisions of the Affiliate Terms.

- 10.2 Affiliate Commission does not accrue or is not payable in respect of: (a) any transaction that is refunded, cancelled, or reversed; (b) any activity that occurred before the Affiliate's Effective Date; (c) any activity in respect of which the Affiliate is in breach of the Affiliate Terms (whether or not detected at the time); (d) any product or activity outside the scope of the Permitted Territories matrix in Annex I; (e) any transaction subject to clawback under the clawback provisions of the Affiliate Terms; and (f) any period after the effective date of termination or expiry of the Affiliate Terms, including any Referred User that becomes a Qualified Referred User, and any Service executed, after that date, notwithstanding any unexpired commission period in the Commission Schedule.
- 10.3 The Affiliate Commission is calculated and invoiced in CZK or EUR. Invity issues the invoice for the Affiliate Commission in the Affiliate's name and on its behalf on a self-billing basis. The Affiliate agrees to this self-billing arrangement, shall not issue its own invoice for the same Affiliate Commission, and shall promptly notify Invity of any change to its tax or VAT registration status. Payment is not conditional on receipt of any invoice from the Affiliate. At the Affiliate's election, the Affiliate Commission is settled in (a) CZK or EUR by bank transfer, or (b) BTC in accordance with the BTC settlement provisions of the Affiliate Terms.
- 10.4 Where the Affiliate elects settlement in BTC, settlement is structured as the delivery of BTC by Invity in exchange for the Affiliate's services. The Affiliate Commission is invoiced in fiat as provided in the Affiliate Terms and the BTC equivalent is determined at Invity's applicable BTC reference price at the time stated on the invoice. The Affiliate shall communicate in writing the BTC wallet address to which delivery is to be made and represents and warrants that (a) the Affiliate is the sole owner and exclusive controller of that address, (b) no other person or entity has access to or control over it, and (c) the address is not listed on, and the Affiliate is not subject to, any sanctions list maintained by the United Nations, the European Union, the United Kingdom, the United States (OFAC) or the Czech Republic. The Affiliate Commission is deemed fully and finally paid, and Invity's payment obligation discharged, upon broadcast of the BTC transaction from Invity's wallet to the network. Network transaction fees are borne by Invity. Invity is not liable for any loss, delay or non-receipt of BTC where (i) the address provided by the Affiliate was incorrect, malformed, inactive, lost or otherwise outside the Affiliate's control, (ii) the address relates to any virtual currency or network other than BTC on the Bitcoin mainnet, (iii) any third party has access to or control over the address, or (iv) any loss results from the Affiliate's failure to comply with this Article. The Affiliate bears all volatility, price, custody, key-management and tax risk in respect of BTC received under this Article.
- 10.5 Affiliate Commission is paid monthly for the preceding calendar month, on or before the 15th day of the following calendar month (or, where that day is not a business day, the next business day). No payment is made where the accrued amount is less than 1 000 CZK (or equivalent in the elected payout currency), in which case the amount is rolled over to the next payment cycle.
- 10.6 The Affiliate is solely responsible for compliance with all tax obligations arising from the receipt of Affiliate Commission. The Affiliate Commission is inclusive of any applicable value added tax or equivalent tax in the Affiliate's jurisdiction, if relevant. Where Invity is required by law to withhold any amount on account of tax, it may do so, and the net amount paid constitutes full discharge of Invity's payment obligation.

The Affiliate shall provide any tax-related information or documentation reasonably required by Invity.

- 10.7 Past, current or future Affiliate Commission accrued or paid in respect of a Referred User or transaction shall be withheld, cancelled or, if already paid, repayable where any of the following occurs or is reasonably believed by Invity to have occurred: (a) the Referred User does not become a Qualified Referred User; (b) a transaction in respect of which Affiliate Commission was calculated is cancelled, refunded, reversed or its Service Fee waived; (c) the Referred User is found to be a self-referral, a circular referral or otherwise inconsistent with the spirit of the Program; or (d) fraudulent, duplicate, non-compliant or otherwise prohibited activity is detected.
- 10.8 Invity may set off any amount repayable by the Affiliate against any future Affiliate Commission or other amount payable. The Affiliate has 30 days from notification of a clawback or withholding to dispute it in writing, failing which the Affiliate is deemed to have approved it. Any change to a clawback or withholding decision is at Invity's sole discretion.

11. REFERRED USER BENEFIT

- 11.1 Where the Affiliate's Commission Schedule so specifies, a Referred User who is duly attributed to the Affiliate is entitled, to the Referred User Benefit consisting of (a) a discount on the Service Fee and/or (b) a one-time bonus in BTC for first transaction, in the form and amount set out in the Commission Schedule. The Referred User Benefit applies only where, and to the extent, the Commission Schedule expressly specifies it, otherwise no Referred User Benefit is offered. The benefit is provided by Invity, applies once per Referred User, is not transferable or exchangeable for cash, and is not combinable with other discounts unless Invity states otherwise. Invity may anytime amend, suspend or discontinue it.
- 11.2 The Referred User Benefit is available only to a genuinely new user. Opening multiple User Accounts, self-referral or circular referral, automated or bot registration, technical manipulation and exploitation of errors are prohibited. Where Invity detects or reasonably suspects abuse or breach, it may withhold, cancel or reclaim the benefit (including any BTC bonus) and suspend or close the accounts concerned.

12. RECORDS, MONITORING AND AUDIT

- 12.1 The Affiliate shall maintain accurate, complete and contemporaneous records of all activities under the Program, including copies or screenshots of all Promotional Communications, the dates, channels and audiences of publication, and any material communication received in connection with the Program. Records shall be retained for at least 5 years.
- 12.2 Within 5 business days of a written request by Invity, the Affiliate shall provide a list of all websites, applications, social-media accounts, networks, channels and other properties on or through which the Affiliate sends or promotes the Affiliate Code, the Affiliate Link or any Promotional Communication, together with copies of any specific Promotional Communications and any other records reasonably requested.

- 12.3 The Affiliate consents to Invity's monitoring of its compliance with the Affiliate Terms, including review of the Affiliate's public-facing properties and the use of third-party services to verify content and traffic. Upon reasonable notice, Invity may conduct a compliance audit of the Affiliate's activities, remotely or, where reasonable, on-site. The Affiliate shall cooperate in good faith.
- 12.4 Where any non-compliance is identified, the Affiliate shall promptly take such corrective action as Invity reasonably requires, including ceasing specific practices, modifying or removing specific Promotional Communications, or implementing additional controls.
- 12.5 The Affiliate shall promptly, and in any event within 1 business day, notify Invity in writing of (a) any enquiry, contact, investigation or supervisory action received from any regulator, supervisory authority, law-enforcement agency, court, ombudsman or platform relating to the Program, any Promotional Communication, Invity or the Services; (b) any claim, complaint or proceeding relating to any of the foregoing; (c) any negative press, public allegation or material reputational risk; and (d) any criminal investigation, prosecution or conviction of the Affiliate or its directors, officers or beneficial owners.
- 12.6 No failure by Invity to detect any non-compliance shall be construed as a waiver, an acceptance or an acknowledgement of compliance.

13. CONFIDENTIALITY AND DATA PROTECTION

- 13.1 Each party shall protect the confidentiality of any non-public information of a confidential or proprietary nature obtained from the other in connection with the Affiliate Terms, including the Commission Schedule, Program parameters, commercial strategies and internal policies. Confidential information shall not be used except as necessary to perform the Affiliate Terms and shall not be disclosed to third parties except to professional advisors on a confidential basis or as required by law or supervisory order. Confidentiality obligations survive termination for 5 years (and indefinitely for trade secrets).
- 13.2 The Affiliate and Invity are independent controllers in respect of the personal data they each process in connection with the Affiliate Terms. The Affiliate shall comply with all applicable data protection laws, including Regulation (EU) 2016/679 (GDPR), Act No. 110/2019 Coll., and any equivalent in any territory in which the Affiliate operates.
- 13.3 The Affiliate shall not collect, store, process or transmit personal data of any prospective or existing user for any purpose related to Invity, the Services, KYC or AML compliance. The Affiliate may process personal data of its own audience strictly for its own marketing activity, with a lawful basis and in compliance with transparency and purpose-limitation principles.
- 13.4 Invity processes personal data of the Affiliate and of natural persons acting on its behalf for the purposes of operating the Program, managing the contractual relationship, calculating and paying Affiliate Commission, complying with law, and exercising its rights, in accordance with Invity's Privacy Notice available at <https://invity.io/legal>. The Affiliate shall ensure that any natural persons whose personal data is provided to Invity have been duly informed.

14. INDEMNIFICATION AND LIABILITY

- 14.1 The Affiliate shall indemnify, defend (at Invity's option) and hold harmless Invity, the Invity group and their respective directors, officers, employees and agents from and against all claims, demands, actions, proceedings, judgments, fines, penalties, supervisory measures, losses, damages, costs and expenses (including reasonable legal fees) arising out of or in connection with: (a) any breach by the Affiliate of the Affiliate Terms; (b) any act or omission of the Affiliate in the course of activities under the Program that infringes or is found to be inconsistent with any applicable law, regulation or supervisory guidance in any jurisdiction; (c) any third-party claim against any indemnified person caused by any wrongful act or omission of the Affiliate; (d) any regulatory action or settlement against any indemnified person arising from any such breach; (e) any tax, duty or contribution any indemnified person is required to pay as a result of the Affiliate's failure to meet its tax obligations or any inconsistent characterisation of the Affiliate's status; (f) any infringement of any third-party intellectual-property right by any Promotional Communication or content created by the Affiliate (except where the material was supplied by Invity); and (g) any claim arising in or in respect of a Restricted Territory.
- 14.2 Invity's aggregate liability to the Affiliate under or in connection with the Affiliate Terms is limited to the total Affiliate Commission actually paid to the Affiliate during the 12 months immediately preceding the event giving rise to the liability, whether the claim is in contract, tort, for breach of statutory duty, for misrepresentation or otherwise. This limitation does not apply to liability that cannot validly be limited under mandatory Czech law.
- 14.3 Neither party shall be liable to the other for loss of profit, loss of business, loss of goodwill, loss of opportunity or for any indirect, incidental, special, consequential, exemplary or punitive damages.
- 14.4 Where Invity intends to invoke the indemnity, it shall give the Affiliate prompt written notice. The Affiliate shall cooperate fully in the defence. Invity may, at its discretion, conduct the defence and settle any claim, consulting the Affiliate where its conduct is at issue. The Affiliate may not settle or admit liability without Invity's prior written consent. The indemnification and liability provisions of the Affiliate Terms survive termination of the Affiliate Terms.

15. TERM, TERMINATION AND CHANGES

- 15.1 The Affiliate Terms commence on the Affiliate's Effective Date and continue until terminated. Either party may terminate for convenience on 30 days' written notice.
- 15.2 Invity may terminate the Affiliate Terms with immediate effect, on written notice, where: (a) the Affiliate is in breach; (b) the Affiliate made a false, incorrect or misleading representation, including in the Affiliate Application; (c) the Affiliate is or becomes insolvent or bankrupt or enters any analogous proceeding; (d) the Affiliate ceases to satisfy any eligibility criterion; (e) the Affiliate or any of its directors, officers or beneficial owners is convicted of any criminal offence or is the subject of supervisory action; (f) the Affiliate's conduct brings or could bring Invity, the Invity group or the Services into disrepute; or (g) any future legislative, regulatory or supervisory change, or any decision of any competent authority, materially affects Invity's ability to operate the Program or these Affiliate Terms (a "**Regulatory**

Change”), in which case Invity may, at its sole discretion and without penalty, either terminate the Affiliate Terms or unilaterally amend them to conform to the Regulatory Change.

- 15.3 Invity may suspend the Affiliate’s participation at any time, with or without notice, where Invity suspects a breach, where investigation is pending, where required by any regulator or applicable law, or where, in Invity’s reasonable judgment, suspension is necessary to protect Invity, the Invity group, users or the integrity of the Program. Invity may also pause the Program in whole or in part at any time. During suspension or pause, no Affiliate Commission accrues in respect of activity in the affected scope.
- 15.4 On termination, the Affiliate shall immediately cease all use of the Affiliate Code, Affiliate Link, Brand Assets and any Promotional Communication, and remove or de-publish Promotional Communications where reasonably practicable. The licence to use the Brand Assets terminates immediately. No further Affiliate Commission accrues on or after the effective date of termination, including any CPA fee and any per-transaction commission. Accrued but unpaid Affiliate Commission becomes payable in the next regular payment cycle, subject to the clawback and set-off provisions of the Affiliate Terms and provided no event giving Invity the right to terminate with immediate effect has occurred. The provisions of the Affiliate Terms concerning the Affiliate’s status as an independent contractor (in part), the regulatory perimeter, prohibited marketing practices, tax and clawback, records, monitoring and audit, confidentiality and data protection, indemnification and liability, and the general provisions, together with any other provision intended to survive, shall survive termination.
- 15.5 Invity may unilaterally amend the Affiliate Terms at any time, at its sole discretion, by sending written notice of the amendment to the email address registered for the Affiliate in its Affiliate Application. There is no minimum notice period and the amendment takes effect immediately upon notification, unless the notice specifies a later effective date. Save where required by law or Regulatory Change, the Affiliate may terminate the Affiliate Terms with immediate effect by sending written notice within 30 days after the amendment notification. The Affiliate further acknowledges and agrees that the Affiliate’s continued participation in the Invity Affiliate Program following the effective date of any change shall be deemed the Affiliate’s acceptance of such change and shall be binding on the Affiliate. No change shall affect Invity’s obligation to pay the Affiliate the Affiliate Commission prior to the effective date of any change, and no amendment affects Affiliate Commission accrued before its effective date, subject to the commission provisions of the Affiliate Terms.

16. GENERAL

- 16.1 The Affiliate Terms, including the Annexes and the Commission Schedule, constitute the entire agreement between the parties in relation to their subject matter and supersede all prior arrangements. In the event of conflict the notified individual Commission Schedule prevails to the extent it expressly varies the commission, Referred User Benefit or payment parameters.
- 16.2 Invity may assign, transfer or novate the Affiliate Terms, in whole or in part, to any group company or to any successor in connection with a merger, reorganisation or

sale of business, on notice to the Affiliate. The Affiliate may not assign or transfer the Affiliate Terms without Invity's prior written consent.

- 16.3 The Affiliate Terms, and any dispute or claim arising out of or in connection with them or their subject matter or formation (including non-contractual disputes), are governed by Czech law, without regard to its conflict-of-laws provisions and without giving effect to the United Nations Convention on Contracts for the International Sale of Goods. The courts of the Czech Republic having jurisdiction over Invity's registered office have exclusive jurisdiction. Nothing limits Invity's right to bring proceedings against the Affiliate in any other court of competent jurisdiction, including in any jurisdiction where the Affiliate carries on business or holds assets, or to seek interim or injunctive relief in any court at any time.
- 16.4 All notices under the Affiliate Terms shall be in writing and may be sent by email or via the Affiliate dashboard to the contact details registered for the relevant party. Notices to Invity shall also be sent to legal@invity.io. Notices are effective on sending.
- 16.5 The failure or delay of Invity to enforce any right or provision does not constitute a waiver. No waiver is effective unless made in writing by Invity. If any provision is held invalid, illegal or unenforceable, the remaining provisions remain in effect and the invalid provision is severed or restricted so as to preserve, as far as possible, the original intent of the parties.
- 16.6 The natural person clicking "Accept Terms" or otherwise indicating acceptance on behalf of an Affiliate that is a legal entity or registered business represents and warrants that he or she has full authority to bind the Affiliate.
- 16.7 Neither party is liable for failure to perform any obligation (other than an obligation to pay money) caused by force majeure (vyšší moc) within the meaning of Section 2913(2) of the Civil Code.

ANNEX I

PERMITTED TERRITORIES

The following countries are Permitted Territories. All other countries and territories, including without limitation the United Kingdom, the United States of America, all OFAC-, EU- and UN-sanctioned countries and territories, and any country in respect of which Invity has not duly notified the competent authority of its intent to provide services on a cross-border basis, are Restricted Territories.

Invity may amend this Annex I in accordance with the amendment provisions of the Affiliate Terms.

Country	Services covered
Czech Republic	Crypto-asset services for which Invity is authorised under MiCA.
Slovakia	Crypto-asset services for which Invity is authorised under MiCA.
Germany	Crypto-asset services for which Invity is authorised under MiCA.
Italy	Crypto-asset services for which Invity is authorised under MiCA.
Austria	Crypto-asset services for which Invity is authorised under MiCA.

ANNEX II

COMMISSION SCHEDULE (DEFAULT)

This Annex II sets out the default Commission Schedule, which applies only where Invity has not notified the Affiliate of an individual Commission Schedule in its written confirmation of admission (as defined in the Affiliate Terms).

CPA fee: A one-time fee of **20 EUR** per Qualified Referred User, accruing on the date on which the Referred User becomes a Qualified Referred User.

Referred User Benefit: a one-time bonus of **10 EUR** credited in BTC after the Referred User becomes a Qualified Referred User.

Exclusions: Sale, Exchange, and transactions otherwise excluded under the commission-exclusion provisions of the Affiliate Terms.

Currency of calculation: EUR.

Payment currency: EUR.

Minimum payout threshold: 1 000 CZK (or equivalent), with rollover under the payment provisions of the Affiliate Terms.

Payment frequency: Monthly, for the preceding calendar month, on or before the 15th day of the following calendar month.

Effective date of this Schedule: the date on which Invity confirms in writing the Affiliate's admission to the Program

Invity may amend this Commission Schedule under the amendment provisions of the Affiliate Terms.