

Sprostredkovateľská zmluva / Agency Affiliate Agreement

(concluded pursuant to § 744 et seq. of Act No. 40/1964 Coll., Civil Code)

between:

Client:

Name: Easy Light s.r.o.

Co. Reg. No.: 55334270

VAT No: SK2121975966

Address: Ľ. Štúra 16/25, 018 61 Beluša

Registered in the Commercial Register of the District Court Trenčín, section Sro, insert 45143/R

(hereinafter referred to as the "Client")

And

Agent:

Name and surname:

Date of birth:

Permanent address:

If the Agent is a business entity:

Company name:

Company Reg. No.:

Company VAT No.:

Address:

(hereinafter referred to as the "Agent")

(the "**Client**" and the "**Agent**" collectively as the "**Contracting Parties**")

Article I.

Subject of the Agreement

1. The subject of this agreement is the Agent's obligation to perform activities aimed at providing the Client with the opportunity to conclude a cooperation or purchase

agreement with a third party, the subject of which will be the sale of devices offered by the Client on their website www.mitochondriak.com (hereinafter the "mediated agreement").

2. The Agent's activities shall consist primarily, but not exclusively, of: recommending devices sold by the Client, truthfully describing their function and benefits, and influencer activities directed towards the sale of the Client's devices to a third party.
3. The Client undertakes to pay the Agent for the activities specified in point 1 of this Article a remuneration under the conditions agreed in Article II of this agreement.

Article II.

Amount and Due Date of the Remuneration

1. The Contracting Parties agree that the Client will pay the Agent for their activities under Article I of this agreement a remuneration of 10% of the purchase price of the goods, reduced by any related procurement costs.
2. The costs incurred by the Agent associated with mediating the conclusion of the agreement with a third party are included in the remuneration under the first sentence.
3. The Agent is entitled to the remuneration specified in point 1 of this Article only if the conclusion of the agreement, for the procurement of which they acted pursuant to Article I, with a third party, is achieved through their efforts. The Agent's contribution is evidenced by the third party (buyer) using the discount coupon code assigned to the Agent when placing the order.
4. The Client undertakes to pay the Agent the remuneration under point 1 of this Article within 90 days from the date of payment of the purchase price by the third party (buyer), provided that the buyer does not unjustifiably withdraw from the purchase agreement within this period.
5. The Agent is entitled to the remuneration under point 1 of this Article even if the mediated agreement between the Client and the third party is concluded only after the termination of this agreement, provided that the conclusion of the agreement with the third party was due to their efforts. In such a case, the Client undertakes to inform the Agent about the conclusion of the mediated agreement with the third party immediately after its conclusion.
6. The Agent acknowledges that they are not entitled to the remuneration if the agreement was concluded with a third party (buyer) without their contribution or if, contrary to the agreement, they also acted as an agent for the person with whom the

mediated agreement was concluded, or the third party (buyer) withdraws from the purchase agreement within 30 days of its conclusion.

Article III.

Rights and Obligations of the Contracting Parties

1. The Client undertakes to provide the Agent with all necessary information and documents that are essential for the fulfillment of the Agent's obligation under Article I of this agreement. In particular, the Client is obliged to inform the Agent about the requirements regarding the subject of mediation, under what circumstances, with whom and at what price they are willing to conclude the mediated agreement.
2. The Agent undertakes to inform the Client of all circumstances relating to the mediation. In particular, the Agent is obliged to inform the Client of those circumstances that may influence the Client's decision to conclude the mediated agreement (e.g. information about the person with whom the purchase agreement is to be concluded, the risks of concluding such an agreement, etc.).
3. The Agent undertakes, for the needs of the Client, to keep documents acquired in connection with the agency activities specified in Article I of this agreement, for as long as such documents may be relevant for the protection of the Client's interests.
4. The Agent acknowledges that they are not authorized to act or accept anything on behalf of the Client.

Article IV.

Duration and Termination of the Agreement

1. The Contracting Parties agree that this agreement is concluded for an indefinite period.
2. The Contracting Parties agree that either party may withdraw from the agreement by notifying the other party. In such a case, the agreement terminates upon delivery of the notice of withdrawal to the other Contracting Party.

Article V.

Final Provisions

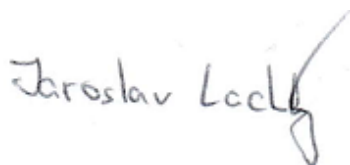
1. This agreement comes into effect upon signature by both Contracting Parties. It is made in two copies, one for the Client and one for the Agent.
2. Legal relations between the Contracting Parties not regulated in this agreement are governed by Act No. 40/1964 Coll., Civil Code.
3. This agreement may be amended or supplemented only in writing by numbered amendments referring to this agreement, signed by both Contracting Parties.
4. If it is proven that any provision of the agreement (or its part) is invalid and/or ineffective, such invalidity and/or ineffectiveness does not result in the invalidity and/or ineffectiveness of other provisions of the agreement (or the remaining part of the relevant provision), or of the agreement itself. In such a case, both Contracting Parties undertake, without undue delay, to replace such provision (or its part) with a new one so as to preserve the purpose pursued by the agreement and the affected provision.
5. The Contracting Parties declare that they are fully competent to conclude this agreement. Before signing this agreement, they have read it, understood its content and fully agree with it. As a sign of their will to be bound by this agreement, they sign it by hand.
6. The Contracting Parties declare that their expressions of will to be bound by this agreement are free, clear, definite and comprehensible. The contractual freedom of both parties is not limited in any way and they do not sign the agreement under distress, mistake, or under conspicuously disadvantageous conditions.

Please fill your name, surname (or company details) and sign it:

Beluša, Slovakia, date: 01.01.2025

In, date:

Signature:



Signature:.....

Client Easy Light s.r.o.,

Agent:

Represented by: CEO, Jaroslav Lachký

