

10 June, 2020

YouHodler Agreement: Terms & Conditions

This Agreement (the "Agreement") contains the terms and conditions that govern the selling, purchase and a number of ancillary services of certain tokens (the "Tokens") and is a legally binding Agreement between:

1. **"The Seller"** and

2. Naumard Limited, (**"The Purchaser"** or **"The Company"**), a company duly registered under the laws of the Republic of Cyprus, with Registration No HE 352653, with registered office at Arch Makariou III, 172, Melford Tower, 3027 Limassol Cyprus.

Seller and Company are herein referred to individually as a **"Party"** and collectively, as the **"Parties"**.

NOW, THEREFORE, in consideration of the mutual representations, warranties and agreements contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Company and Seller agree as follows:

Important information: Please read this Agreement carefully and in its entirety. The Seller must be at least 18 years old. The Seller may not sell or re-purchase or receive any ancillary services related to the token if there are applicable legal restrictions in his country of residence. The Seller may be restricted by his jurisdictions from participating in token(s) sales. The Seller has full responsibility when entering into this present Agreement and shall be considered liable in the event where he provides the Company with any misleading information with respect to the legal framework applicable in his country of residence. The Company bears no responsibility whatsoever in the event of unlawful transaction with the Seller.

1. General Terms

1.1. These present terms together with any Addendums hereby set forth the general rules and procedure of the token sale, as well as their purchase by Participants as well as the right to re-purchase the token(s) together with the provision of ancillary services provided by the Company to the Seller.

1.2. These terms, including any Annexes constitute a binding agreement between the Parties.

1.3. The contents of the Company's Website and websites do not form an integral part of these Terms unless stated explicitly.

1.4. These Terms should be read carefully by each Seller. Each Seller must understand, irrevocably accept, and comply with these Terms at all times.

- 1.5. The Company declares that nothing in this Agreement could be deemed to provide (and must not be held as such) any advice relating to the Seller's decision whether or not to sell or/repurchase the token(s) or convert any Cryptocurrencies and should not be considered as providing complete information in relation to any such a decision.
- 1.6. The Seller understands that the transactions (both selling and re-purchasing) of the token(s), as well as any conversion on same may be subject to taxation, depending on the jurisdiction of Seller's residency and/or other personal circumstances of the Seller. In this case, the Company bears no responsibility whatsoever for the payment of any tax and/or to inform the Seller of such obligations and strongly encourages the Seller to seek for independent tax and legal advice.

2. Recitals

- 2.1. As of the date of this Agreement, the Seller is the sole legal and beneficial owner of the token(s).
- 2.2. The Seller has lawfully purchased and/or owned the token(s) and has all relevant credentials to prove ownership. Such credentials shall be made available upon request from the Company.
- 2.3. The Seller shall comply with all "Know your Client" and "Due Diligence" procedures applied by the Company.
- 2.4. The Seller shall provide the Company with the valid documents in the event of the expiration of the documents submitted under all "Know your Client" and "Due Diligence" procedures. It is clarified that the Seller shall be required to submit a list of all "Know your Client" and "Due Diligence" documents prior to the completion of the sale/purchase transaction or at any other stage that the Company shall request. It is noted that the Company has the sole discretion to accept or reject the submitted documents and information prior the completion of the sale/purchase transaction.
- 2.5. The Company reserves the right to declare void any transaction at any given moment in the event, even after the purchase of the token(s) by the Company, where there are reasonable doubts as to the legality of the token's ownership by the Seller.
- 2.6. The Seller understands that in such an event as described in Clause 2.5 above, the Seller is obliged to return any amount received from the selling of the token to the Company without any due delay, including any reimbursements for damage in case such damage has been proven. The Seller understands and accepts that he shall bear the obligation to cover any reasonable expenses from the cancellation of the transaction.

3. Sale & Purchase

- 3.1. On the terms of this Agreement the Seller, as lawful owner, shall sell and transfer to the Company with full ownership, and the Company shall purchase from the Seller, token(s) of certain

Cryptocurrencies as mentioned in Clause 3.2 below, free from any encumbrances whatsoever and together with all rights that attach (or may in the future attach) to such purchase.

- 3.2. The Seller may sell tokens of the following Cryptocurrencies: Bitcoin (BTC), Litecoin (LTC), Ethereum (ETH), Bitcoin Cash (BCH), Bitcoin SV (BSV), Ripple (XRP), Stellar (XLM), Binance Coin (BNB) and any other tokens of Cryptocurrencies as per the Company's discretion from time to time. The exact Cryptocurrency and its amount shall be mutually agreed during the conclusion of the token purchase and visible in the Seller's membership account area on the Company's website app.youhodler.com.
- 3.3. The Company reserves the right to refuse to purchase the token(s) without the obligation to provide clarifications and/or justifications to the Seller. The Company may from time to time restrict the purchase of any token(s) or to allow the purchase of tokens not mentioned in Clause 3.2 above at its sole discretion. The Company shall announce any prohibitions or announcements in the Company's website www.youhodler.com.
- 3.4. The Seller shall deliver to the Company any documents/information may the Company request or shall ensure that any such documents shall be at the Company's disposal supporting the conclusion of the transaction (i.e. the sale and purchase of the token).
- 3.5. The Company shall accept the purchase of the token(s) under the condition of the consideration as per Clause 4 of this Agreement. The Company declares that any clause relating to the consideration is essential.

4. Consideration

- 4.1. Subject to Clause 3 above, the Consideration with regard to the sale of the token from the Seller and the purchase of the same from the Company, shall be calculated based on the type of each token to be presented for sale.
- 4.2. In order to ensure that the Seller's rights shall be safeguarded, the Company shall take into consideration the current market price of the token(s) (depending on the token), shall consult reliable sources, taking into account maintenance expenses, administration fees, depreciation of the token(s) and any other relevant factor that may affect the price offered, in order to present the Seller with a reasonable offer for purchase the token(s).
- 4.3. It is agreed between the parties that any offer presented to the Seller by the Company shall be based on data which justifies the said offer. The consideration amount shall be mutually agreed during the conclusion of the token purchase and visible in the Seller's membership account area on the Company's website app.youhodler.com. Any changes to consideration amount must be mutually agreed by the parties in the Seller's membership account area on the Company's website and resulted to the Addendum to this Agreement.
- 4.4 It is agreed between the Parties that the Purchaser/Company shall make use of third party platforms/price feeders which will be authorized/licensed to provide such quotes. The Company

may not use internal price feeders for this purpose.

4.5. The Seller shall have the right to decline such offer without any right to negotiate a new price.

4.6. Unless otherwise agreed in writing by the Parties:

4.5.1. The Consideration may be paid simultaneously with the transfer of ownership of the token;

4.5.2. The Consideration shall be paid either in the Seller's credit card, or in the Seller's bank account, or in the Seller's cryptocurrency wallet.

4.5.3. The Consideration shall be paid either in Euro, or in United States Dollars, or in stable tokens (such as Tether (USDT) and others), or in Bitcoin (BTC) upon Seller's request;

4.5.4. For all purposes of this Agreement, the date of payment shall be deemed to be the date on which the due amount is credited to the Seller's wallet in the Seller's membership account area on the Company's website app.youhodler.com;

4.5.5. The payment of the Consideration shall not prejudice or prevent any claim by the Company under or in connection with this Agreement or reduce or otherwise limit any amount recoverable under any such claim;

4.5.6. Under no circumstances the Consideration will be paid to a third party and either under no circumstances the Company will accept the payments from a third party;

4.5.7. Under no circumstances the Consideration will be paid in cash.

5. Right To Repurchase The Token(s)

5.1. The Company shall provide the Seller the right to repurchase the token(s) within an agreed time frame as per the selection performed by the Seller in the Seller's membership account area at the Company website.

5.2. The time frame mentioned in Clause 5.1 shall be agreed in writing between the parties during the transfer of ownership of the token(s).

5.3. The Company shall ensure that the token(s) shall be immediately available in the event where the Seller will exercise the repurchase right within the agreed time frame.

5.4. The Parties agree that the consideration to be provided for the repurchase of the token(s) will vary from the initial consideration provided in Clause 4 above. The Seller agrees that he/she shall bear the costs relating to the administration of the token(s) and safekeeping arrangements. The

costs mentioned in this Clause 5.4 shall be included in the consideration for the repurchase of the token(s) and shall be disclosed to the Seller.

- 5.5. All details related to calculation of the consideration amount must be mutually agreed during the conclusion of the purchase of the token(s) and visible in the Seller's membership account area on the Company's website app.youhodler.com.
- 5.6. The Parties agree that the Seller may decide not to exercise the said right during the agreed time frame. In this case, the Company may provide the Seller with additional days to exercise the repurchase right and the Company shall reserve the exclusive right to increase the above mentioned in the Clause 5.4 consideration amount to be provided for the repurchase of the token(s) by 1% daily until: a) Seller will exercise the repurchase right or b) market value of the mentioned in the Clause 4.2 total amount of token(s) will be less or equal to the consideration amount of the Company to be provided for the repurchase of the token(s). The Company may decide to offer the Seller other type of arrangements with regard to the time period to exercise the re-purchase right which will be either announced in the Company's website or Membership Area or to be included in the present terms and conditions as an addendum. In the last case, the addendums shall be considered as part of this present Agreement.
- 5.7. The Company reserves the exclusive right to decrease the overall volume of token(s) to be provided for the repurchase right by the total amount of the additional consideration amount (1% daily) needed to support the Seller to postpone his/her repurchase right. The calculation should be based on the market value of token(s) mentioned in the Clause 4.3 and shall be visible in the Seller's membership account area on the Company's website app.youhodler.com.
- 5.8. The Parties agree that both the time frame for repurchase as well as the consideration for repurchase of the token(s) from the Seller shall be known to the Seller and visible in the Seller's account membership area at the Company's website app.youhodler.com.
- 5.9. The transfer of ownership of each token from the Company back to the Seller shall take place simultaneously with the provision of the agreed consideration.
- 5.10. The Company and the Seller agree that the Seller has the right not to exercise the repurchase right without any further commitment.
- 5.11. The Company shall reserve the right to sell the token(s) within the time frame of the repurchase period of Clause 5.1 above and without the previous consent of the Seller in the event where during the repurchase period, the price of the token(s) will decrease and will be below a certain level ("Margin Call level" or "Price down limit") which will be agreed between the Parties.
- 5.12. The Margin Call level (Price down limit) will be mutually agreed during the conclusion of the purchase of the token(s) and shall be visible together with other details in the Seller's transactions in the membership account area in the Company's website.

- 5.13. In the event of Clause 5.11, the Company shall sell the token(s) and shall inform the Seller. The right to repurchase the token(s) shall be deemed as waived by the Seller and the Seller shall have no right to exercise the said option.
- 5.14. The Company shall not be held responsible nor liable for breach of contract due to the fact that the repurchase right of the Seller was not exercised due to the fact that the price of the token(s) was below Margin Calls (Price down levels). This present clause of the Agreement shall be considered essential.
- 5.15. The Company reserves the right to offer the Seller with an option to request the Company to sell the token(s) during the repurchase period in the event where a) the price of the token(s) will increase and will be above a certain level and/or b) to allow the Company to sell the token(s) during the repurchase period in the event where the token's price decreases which in all cases the said price will be no lower than the amount that corresponds to the selling price of the token(s). (""). This option should be agreed between the Parties in the membership account area in the Company's website app.youhodler.com. The Parties hereby agree, that upon the conclusion of the sale of token(s) the Company shall return to the Seller the amount received after sale of token(s) (in either crypto currency or fiat currency) after the deduction of the consideration amount, mentioned in the Clause 5.4 of the Agreement and the service fee, calculated and visible in the membership account area.
- 5.16. In the event where the Company shall exercise the option outlined in Clause 5.15 the Company shall sell the token(s) and shall inform the Seller. The right to repurchase the token(s) shall be deemed as waived by the Seller and the Seller shall have no right to exercise the said option.

6. Ancillary Services Offered By The Company

The Company shall offer to the Seller a number of Ancillary Services which are related to the Seller's membership to the Company's Platform. It is clarified that the Sellers must agree to the separate terms and conditions per Ancillary Service in addition to these present Terms and Conditions in order for the Company to offer the ancillary services.

6.1. Reward Program

On the terms of this Agreement the Seller, as lawful owner, shall have the right to apply for a Savings Account in which the Seller shall maintain the token(s).

- 6.1.1 The Seller shall be able to apply to participate to the Reward Scheme which will be subject to the absolute discretion/acceptance of the Company. The Company may impose additional and reasonable conditions as to the operation of the Savings Account. Such conditions shall be deemed within the market practice and shall be imposed for security reasons.

- 6.1.2 The Company may reject the participation of the Seller in such a Scheme or to limit the participation in only certain crypto currencies.
- 6.1.3 The Seller shall be able to apply for participation in such a Reward Scheme by following the relevant section in YouHolder Membership area.
- 6.1.4 The Company shall provide the Reward Scheme only in certain tokens which will be announced from time to time in the Company's website.
- 6.1.5 The relevant settlement period for the attribution of the reward is determined to one (1) week. The Seller shall be entitled to receive the reward after a week.
- 6.1.6 By participating in the Reward Scheme, the Seller shall automatically participate for an unlimited time, unless the Company decides otherwise; in which case, the Company shall notify the Seller accordingly. The Seller, by not withdrawing the Rewarded Amount, shall automatically consent to include the total aggregated amount available in the Savings Account for participation in the Reward Scheme for the next week.
- 6.1.7 The Rewarding Amount for the participation in the Scheme shall be indicated by the Company and shall be visible to the Seller's Membership area and payable on a weekly basis. The Company shall offer the opportunity to the Seller to view the Company's calculations for the attribution of the rewarded amount in the Client's Membership area at YouHolder Membership area: <https://app.youhodler.com>.
- 6.1.8 During the abovementioned period disclosed in Clause 6.1.5, the token(s) which will participate in the Reward Scheme, shall be available to the Seller for withdrawal. In the event of withdrawal, the Seller understands and accepts that the Rewarded Amount shall equal to zero (0).
- 6.1.9 It is clarified that the participation of the Reward Scheme does not change the ownership of the token(s) which shall remain under the ownership of the Seller. This term shall be considered as essential.
- 6.1.10 Any changes to the Reward Scheme and/or termination of the Scheme shall be disclosed to the Seller via email in advance. The Company shall make use of the email provided by the Seller during the registration process.

Rewarded Amount

Subject to Clause 6.1 above, the Company shall reward the Sellers who wish to participate in the Scheme by providing the Rewarded Amount which shall be calculated as follows:

- 6.1.11 The Seller shall transfer the token which qualifies to participate in the Reward Scheme in the designated Savings Account.
- 6.1.12 The weekly settlement period shall be concluded the same day of the next week.
- 6.1.13 The Seller may review the Rewarded Amount accumulated on a daily basis by visiting the customer members account area in the following link: <https://app.youhodler.com/savings>.
- 6.1.14 At the end of each week, the Rewarded Amount earned shall be available for withdrawal through the Seller's Savings Account.
- 6.1.15 In the event where the Seller wishes not to withdraw the Rewarded Amount, the accumulated amount shall be automatically used as a total for the participation of the next week. Example: the initial deposit + the Rewarded Amount of the previous week shall be used for the next week's participation in the Reward Scheme.
- 6.1.16 The Company gives the possibility to the Sellers to increase the amount of tokens deposited in the Savings Account and in extend the amount which will participate in the Reward Scheme. The accumulated amount stored in the Savings Account shall be used for participation in the Reward Scheme of the next week.

- 6.1.17 In the event where the Seller will request to receive the amount prior the completion of the week, the amount which corresponds to the profit from Rewarded Amount shall be zero (0).
- 6.1.18 IT IS CLARIFIED THAT THIS REWARD SCHEME VARIES FROM THE SCHEMES OFFERED BY CREDIT AND BANKING INSTITUTIONS. UNDER NO CIRCUMSTANCES THE EARNINGS/PROFITS SHALL BE ALLOCATED IN THE SAVINGS ACCOUNT IN ANY FIAT CURRENCY. ANY PROFITS SHALL BE ALLOCATED IN THE SAME FORM AS THE CRYPTO CURRENCY BASE OF THE SAVINGS ACCOUNT. For example, if the Client has in the Savings Account tokens of the crypto currency of Tether (USDT), the Rewarded Amount from the participation in the Reward Scheme shall be in Tether (USDT) and NOT in any fiat currency whatsoever.
- 6.1.19 The Client shall have the right to opt out of the Reward Scheme at any given moment by sending an email at support@youhodler.com or contacting The Company via Customer support chat at YouHolder Membership area: <https://app.youhodler.com>
- 6.1.20 Unless otherwise agreed in writing by the Parties:
- a. The Rewarded Amount from participation in the Reward Scheme will be credited to the Savings Account on a weekly basis;
 - b. The form of the Rewarded Amount shall be in a crypto currency form. Any profit in a fiat currency is strictly prohibited.
 - c. The Client may request for a withdrawal at any given moment at YouHolder Membership area: <https://app.youhodler.com>.
 - d. Under no circumstances the Rewarded Amount will be allocated to a Savings Account of a third party.
 - e. Under no circumstances the Company will settle any withdrawal request in cash.

6.2 Conversion

The Company shall offer to the Sellers assistance with conversion of the crypto currency to another crypto currency. It is clarified that the Sellers must agree to the separate terms and conditions per Ancillary Service in addition to these present Terms and Conditions in order for the Company to offer the ancillary services.

- 6.2.1. For the purposes hereof "Convert" shall mean a conversion of the crypto asset of one type to the crypto asset of another type (except assets that can be classified as "security" by CySEC or other competent national authorities) at the terms and conditions set forth by exchanging parties, which is executed via the Third-Party service in respective block-chain network.

When the Seller exchanges crypto assets he acknowledges and agrees that the Conversion will be processed through the third-party exchange service with additional fees applicable to such service.

- 6.2.2 The Seller acknowledges and agrees that the crypto-exchange rates information made available via the Services is an estimation only and may differ from prevailing rates available via other sources outside of the Services.

- 6.2.3 The Conversion commission must be visible together with other details in the Seller's membership account area in the Company's website (app.youhodler.com).

6.2.4 The Seller must accept this present Agreement together with the Agreement namely Crypto Conversion Terms and Conditions Agreement before accepting “Convert” operation in the Seller’s membership account area in the Company’s website (app.youhodler.com).

6.2.5 The Seller, upon the conversion of one Crypto currency/asset to another Crypto currency/asset, in accordance to Clause 6.2, shall have the right to sell the new crypto currency asset in consideration of either another crypto currency asset or a fiat currency and in extend the right to re-purchase the said crypto currency asset as per the procedure and the terms and conditions in Clause 4 and 5 of this present Agreement by selling it as per the Clause of 4.6 above.

6.2.6 In case where the Seller shall proceed with the ancillary service of the crypto currency/asset to another crypto currency asset, he acknowledges that the said conversion shall take place by a Third-Party which is eligible to proceed with the said conversion.

6.2.7 The Seller has the right to decline the said request for conversion in case the conversion is not to his best interests.

6.2.8 The said transaction together with the service of Selling and Re-purchasing the crypto currency/asset shall be visible to the Seller’s membership account area in the Company’s website.

6.2.9 It is noted that the said ancillary service shall apply only for the conversion of a crypto currency/asset to another crypto currency/asset and no fiat exchange shall take place.

7. Company's Warranties

The Company warrants to the Seller that each of the following statements is true, accurate, correct and not misleading on the date of this Agreement:

7.1. The Company is validly incorporated, in existence and duly registered under the laws of its country of incorporation;

7.2. The Company has taken all necessary actions and has all requisite power and authority to enter into and perform this Agreement in accordance with its terms;

7.3. This Agreement constitutes valid, legal and binding obligations on the Company's terms of the Agreement;

7.4. The execution, delivery and performance of this Agreement will not result in any violation of, be in conflict with, or constitute a material default under, with or without the passage of time or the giving of notice: (i) any provision of Company's organizational documents, if applicable; (ii) any provision of any judgment, decree or order to which Company is a party, by which it is bound, or

to which any of its material assets are subject; (iii) any material agreement, obligation, duty or commitment to which the Company is a party or by which it is bound; or (iv) any laws, regulations or rules applicable to Company;

- 7.5. The execution and delivery of, and performance under, this Agreement requires no approval or other action from any governmental authority or person other than Company;
- 7.6. Without prejudice to the Clauses giving the right to the Seller to re-purchase the tokens, the Company declares that it has sufficient knowledge and experience in business and financial matters, including a sufficient understanding of block chain or cryptographic tokens and other digital assets, smart contracts, storage mechanisms (such as digital or token wallets), blockchain-based software systems and blockchain technology, to be able to evaluate the risks and merits of the said purchase of tokens, including but not limited, to the matters set forth in this Agreement, and is able to bear the risks thereof, including loss of all amounts paid, loss of tokens;
- 7.7. The funds, provided as a consideration to the Seller are not derived from or related to any unlawful activities, including but not limited to money laundering or terrorist financing;
- 7.8. To the extent required by applicable laws, the Company has complied with all anti-money laundering and counter- terrorism financing requirements;
- 7.9. Neither the Company, nor any person having a direct or indirect beneficial interest in the Company, or any person for whom the Company is acting as agent or nominee in connection with tokens, is the subject of sanctions administered or enforced by any country or government (collectively, "Sanctions") or is organized or resident in a country or territory that is the subject of country-wide or territory-wide Sanctions.

8. Seller's Liability

- 8.1. Without prejudice to any other right or remedy the Company may have, if any representation proves to be untrue or misleading when given, the Seller shall pay to the Company promptly on demand the amount necessary to put the Company into the position it would have been in if the representation had not been untrue or misleading when given.
- 8.2. At the request of the Company and at the Seller's own expense, the Seller shall take all reasonable endeavors to enable the Company to resist any claim, action or proceedings brought against the Company as a consequence of any representation proving to be untrue or misleading when given.
- 8.3. The aggregate liability of the Seller for all Claims shall not exceed an amount equal to the Consideration actually paid to the Seller under this Agreement.
- 8.4. Nothing in this Clause shall apply or operate to exclude or limit the Seller's liability to the extent that a

Claim arises or is delayed as a result of dishonesty, fraud, wilful misconduct or wilful concealment by any of the Seller, its Affiliates, agents or advisers (or those of its Affiliates).

9. Confidentiality

The terms of this Agreement, and the substance of all negotiations in connection with it, are strictly confidential to the Parties who shall not disclose them (and shall take all reasonable endeavors to procure that their respective Affiliates will not disclose the same) to, or otherwise communicate them to any third party without a prior written and express consent of the other Party other than (i) to the Parties' respective Affiliates on terms which preserve confidentiality (ii) to the Parties' and their Affiliates' respective insurers, bankers, lawyers and other professional advisers on terms which preserve confidentiality (iii) pursuant to an order of a court of competent jurisdiction, or pursuant to any proper order or demand made by any Governmental Authority or any other competent authority or body where they are under a legal or regulatory obligation to make such a disclosure and/or as far as necessary to implement and enforce any of the terms of this Agreement.

10. Personal Data Protection

- 10.1. The Company shall request and obtain a number of information and/or documentation from the Seller in order to comply with the Anti-Money Laundering Laws and Regulations applicable to the Company. Such information may include identification information and documents (for example Identification cards, passport copies, utility bills) and any other information which could be considered as personal data as this is defined under the current legal framework of the Republic of Cyprus and the European Regulation as amended from time to time.
- 10.2. Any personal data provided to the Company is retained according to the internal Privacy Policy of the Company in order to fulfil the purposes for which the data was collected. Once the business relationship has been terminated, the Seller may require to have the said data erased/deleted.
- 10.3. The Seller understands that by entering into this present Agreement, he explicitly gives his unconditional consent for collection and processing of his personal data. The Seller who enters into a business relationship with the Company has certain rights in respect of his personal data. Such rights include the right to withdraw any consent to processing previously given, the right of access to data; or to have data corrected, updated, rectified or erased; or for access to data to be restricted or provided to any third party; or to object to any particular processing; or to lodge a complaint with the relevant supervisory authority; or the right to data portability.
- 10.4. In the event where the Seller chooses not to provide any personal data, the Company reserves the right to terminate the business relationship or/and to refuse to enter into such an agreement for the purchase of the token(s). The Seller may contact the GDPR Department of the Company by making use of the following email address: **gdpr@naumard.com**.

11. Notices

11.1. Any notice or other communication given under this Agreement or in connection with the matters contemplated herein shall, except where otherwise specifically provided, be in writing in the English language and in the form of electronic communication to the designated email address of the Parties as per Clause 11.1.1 below.

11.1.1. Notices under this Agreement shall be sent for the attention of the person and to the address, as set out below:

Company/Purchaser: the Seller may communicate by sending their requests at the following email address: info@youhodler.com

Seller: the Company may communicate by sending their requests/information to the email address of the Seller which was provided during the online submission of information for the conclusion of the membership. In the event that this email address is no longer valid, the Seller must immediately notify the Company for the said change.

11.1.2. Any Party may notify the other Party of any change to its email address or other details provided that such notification shall only be effective on the date specified in such notice.

12. Miscellaneous

12.1. This Agreement constitutes the entire Agreement between the Parties and supersedes and extinguishes all previous discussions, correspondence, negotiations, drafts, agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to their subject matter.

12.2. Each of the Parties shall (and shall procure that any third person will), acting reasonably and in good faith, do, execute and perform (at such Party's own expense) all such further documents, assurances, acts and things as the other Party may reasonably require to give effect to the terms of this Agreement.

12.3. Save as otherwise expressly set out in this Agreement, no failure or delay by a Party to exercise any right or remedy provided under this Agreement or by any Applicable Law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. Save as otherwise expressly set out in this agreement, no single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy. Save as otherwise expressly set out in this agreement, a waiver of any right or remedy under this agreement or by any applicable law is only effective if it is in writing.

12.4. Except as expressly provided for in this Agreement, the rights and remedies provided under this Agreement are in addition to, and not exclusive of, any rights or remedies provided by any applicable law.

- 12.5. This Agreement shall be binding on and shall continue for the benefit of the successors in title, permitted assignees and transferees, personal representatives and trustees in bankruptcy of each of the Parties.
- 12.6. If any provision or part-provision of this agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision shall not affect the validity and enforceability of the rest of this Agreement.
- 12.7. No amendment or other variation of this agreement or of any of the documents referred to in it shall be valid unless it is in writing and signed by or on behalf of each of the Parties.
- 12.8. This Agreement may be executed in as many counterparts (including facsimile counterparts) as may be required.
- 12.9. All counterparts together constitute the same document.
- 12.10. Except as expressly provided for in this Agreement, all costs in connection with the negotiation, preparation, execution, performance and implementation of this Agreement, and any documents referred to in it, shall be borne by the Party that incurred the costs.
- 12.11. Neither Party shall be entitled to assert any credit, counterclaim or set-off against any amount due or payable by it under or in connection with this Agreement.

13. Governing Law And Jurisdiction

- 13.1. This Agreement shall be governed by and construed in accordance with the laws of the Republic of Cyprus.
- 13.2. The Parties agree to use all reasonable efforts to resolve any dispute, controversy or claim arising out of or in relation to this agreement or its existence or formation or arising out of or in relation to the transactions contemplated by it or its formation, or the breach, termination or invalidity of it or those transactions, including any non-contractual dispute or claim (a "**Dispute**") by mutual agreement.
- 13.3. The Parties irrevocably agree that if the Parties are unable to resolve a Dispute by mutual agreement within a period of fifteen (15) Business Days after the giving by either Party to the other of a notice invoking this provision, then such Dispute shall be referred to and finally resolved by arbitration.
- 13.4. Nothing in this Agreement shall be construed as preventing any of the Parties from seeking any

injunctions or other interim relief in any court of competent jurisdiction; District Courts of Cyprus.

***THIS PRESENT AGREEMENT HAS BEEN MADE ELECTRONICALLY IN THE SELLER'S MEMBERSHIP ACCOUNT AREA ON THE COMPANY'S WEBSITE APP.YOUHODLER.COM AND IT IS CONSIDERED TO BE VALID AND BINDING TO THE PARTIES.**