ANTVRES

Distributor agreement of the SYNERGY INTERNATIONAL GROUP LIMITED program participant

ANTARES LIMITED (reg.N 2806412) 03/21/2019, hereinafter referred to as the "Company", and an individual acting on his own behalf and participating in any program of **SYNERGY INTERNATIONAL GROUP LIMITED** in any form representing the products of the companies, hereinafter referred to as the "Partner", jointly referred to as the "Parties", have entered into the following Agreement:

SUBJECT OF THE AGREEMENT

1.1. Under this Agreement, the Partner agrees to perform the actions specified in clause 1.2 of this Agreement on his behalf for remuneration , and the Company undertakes to pay remuneration to the Partner.
1.2. Under this Agreement, the Partner undertakes to perform the following actions: to represent the products and inform potential buyers about the products of SYNERGY INTERNATIONAL GROUP LIMITED.
1.3. This Agreement is valid in the jurisdiction in which the Partner is located.
1.4. The Partner guarantees the absence of contractual and other relations with persons who could have an impact on the implementation of this Agreement. The Partner guarantees their independence and objectivity during the execution of this Agreement.

RIGHTS AND OBLIGATIONS OF THE PARTIES

2.1. Partner agrees to:

2.1.1. Perform the actions provided for in clause 1.2 of this Agreement in an appropriate and timely manner, guided by the rules of the Company.
2.1.2. Participate in the recording of a promotional video on the receipt of the car.
2.1.3. Drive the car with the company logo and slogan decals placed on the body of the car for four months.
2.1.4. Provide reports on the condition of the car body with the branded decals every month for four months.

2.1.5. Publish a post about participation in the Company's auto program on social media every month for four months.

2.1.6. Fulfill the order under this Agreement on the most favorable terms for the Company.

2.1.7. In the event a third party fails to meet the obligations imposed by the deal made by the Partner in pursuance of this order, the Partner is obliged to immediately notify the Company representatives, collect the necessary evidence, and, upon request of the Company, transfer the rights to this transaction in compliance with the rules on assignment of the claim.

2.1.8. Be liable to the Company for loss, shortage, or damage of the property owned by the Company.

2.1.9. The Partner is not entitled to conclude a sub-dealer agreement.

2.1.10. The Partner is not entitled to cooperate with the competitors of the Company while this Agreement is still in force.

2.2. Partner has the right to:

To depart from the rules of the Company if, according to the circumstances of the case, it is necessary for the interests of the Company and the Partner could not have pre-requested[VB1] or did not receive a response to his request within 3 days after it had been sent.

2.3. The payment of all expenses for the implementation of this Agreement is carried out at the expense of the Partner.

2.4. The Company is obliged to:

2.4.1. To pay the remuneration to the Partner for the execution of the order in the amount and manner established by this Agreement and the conditions published on the https://antares.trade website.

2.4.2. To accept from the Partner everything that has been completed under this Agreement.

2.5. Read the Partner's electronic report and approve it or inform the Partner about the objections to the report.

2.6. The Company has the right to:

2.6.1. To give the Partner instructions on the execution of this Agreement. Company directives must be lawful, enforceable, and specific.

2.6.2. Require the Partner to submit an electronic report on the work done pursuant to this Agreement.

REMUNERATION AND PAYMENT PROCEDURES

3.1. The amount of the Partner's remuneration under this Agreement is indicated on the https://antares.trade platform in the Partner's personal account.

3.2. If the Partner does not agree with the marketing strategy of the Company, then he cannot be part of this Agreement. In this case, the Partner should check the appropriate box in his account, confirming that he does not intend to participate in the marketing program. If this has not been done in advance, the Partner shall be subject to all fines and penalties provided by in this Agreement.

LIABILITY OF THE PARTIES

4.1. In case of non-fulfillment or improper fulfillment by one of the Parties of obligations under this Agreement, the Parties shall be liable independently.

4.2. For the quality of the provision of a product or service by partner companies, the responsibility lies with the companies providing (producing) the product.

4.3. If the Partner does not comply with the conditions of paragraphs 2.1.2.-2.1.5., a fine of 10% of the total cost of the product is stipulated under the terms of the Agreement for participation in the Synergy Auto target program. The amount of the fine is available to the Company for direct debiting in the Partner’s personal account on the Antares.trade website.

4.4. If the Partner does not comply with the terms of the Agreement for participation in the Synergy Auto target program regarding the expenditure of the target funds received by the Partner under the program (e.g., the item under agreement is “a car”, but the

Partner used the money received for another product or service), penalties in the amount of the cost of goods (money paid by the Partner) minus the contribution made earlier by the Partner under the terms of the Contract for participation in the Synergy Auto target program. The amount of the fine is available to the Company for direct debiting in the Partner's personal account on the Antares.trade website.

4.5. The Company is not responsible for any kind of loss or damage incurred by the Partner when using certain products and services of partner companies.

4.6. The Partner is not liable to the Company for the non-performance by a third party of a deal concluded with him on behalf of the Company pursuant to this Agreement.

FORCE MAJEURE

5.1. Neither Party shall be liable for failure to fulfill its obligations in case of force majeure circumstances, which arose after the conclusion of this Agreement, and the occurrence of which the Parties could not have foreseen or prevented.

5.2. In the event of circumstances specified in clause 5.1 of this Agreement, each Party shall immediately notify the other Party in writing. The notification should contain information on the nature of the circumstances, as well as official documents proving the existence of these circumstances and, if possible, assess their impact on the Party's fulfillment of its obligations under this Agreement.

5.3. If the Party fails to send or untimely sends the notice provided for in clause 5.2 of this Agreement, then it shall be obliged to compensate the other Party for the losses incurred by it.

5.4. In the event of circumstances specified in clause 5.1 of this Agreement, the deadline for the fulfillment of obligations by the Party under this Agreement shall be postponed in proportion to the period during which these circumstances and their consequences are valid.

5.5. If the circumstances specified in clause 5.1 of this Agreement and their consequences continue to be valid for more than 6 months, the Parties shall conduct additional negotiations to determine acceptable alternative ways of fulfilling this Agreement.

CONFIDENTIALITY

6.1. The terms of this Agreement and additional agreements are confidential and not subject to disclosure.
6.2. The Parties shall take all necessary measures so that their employees, agents, successors, without the prior consent of the other Party, do not inform third parties about the details of this Agreement and its Annexes.

DISPUTE SETTLEMENT

7.1. All disputes and disagreements that may arise between the Parties on issues that have not been resolved in the text of this Agreement shall be settled through negotiations.
7.2. If it is impossible to resolve disputes through negotiations, they shall be settled in court in the jurisdiction where the manufacturer of the product is located.

AMENDMENT AND TERMINATION OF THE AGREEMENT

8.1. The Company has the right at any time to refuse to execute this Agreement by sending an electronic notification to the Partner.
8.2. The Agreement shall be deemed terminated from the moment the Company sends the notification to the Partner unless a later date for termination of the Agreement is provided for in the notification.
8.3. The Partner who has refused this Agreement retains the right to get remuneration for actions performed by him before the termination of the Agreement unless penalty payments are in place.

FINAL PROVISIONS

9.1. In all other respects not provided for by this Agreement, the Parties shall be governed by applicable law.

9.2. The Company has the right to amend the contract at any time and post it in the public domain on the Internet. Partner is required to track changes on their own.

Antares Limited

reg.N 2806412

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