

SERVICE AGREEMENT

This Agreement constitutes an offer by Digital Operator to enter into a service agreement with Customer (as defined below), is entered into between:

us (hereinafter referred to as "Operator") and the person who has accepted the terms and conditions of this Agreement (hereinafter referred to as "Customer").

The Operator and the Customer are hereinafter also referred to individually as a "Party" and collectively as the "Parties", as the context requires.

Since: (i) Customer desires to use the services described in the Agreement; and (ii) Operator agrees to provide Customer with the services as described in the Agreement,

The Parties enter into this Agreement as follows:

1. PROCEDURE FOR ENTERING INTO THE AGREEMENT

The Agreement shall be deemed to have been entered into by the Customer giving its full and unconditional acceptance of its terms and conditions without signing a written version. Any of the following actions shall be deemed an acceptance:

- registration on the Operator's website (<https://qwikwallet.io/>);
- sending the consent in electronic form to the Operator's e-mail address (sales@qwikwallet.io);
- signing an individual Order, which is a part of this Agreement, and sending its scan copy to the Operator's e-mail address (sales@qwikwallet.io).

2. TERMS AND DEFINITIONS

For the purposes of the Agreement, the following terms are used with the following meaning:

- Agreement - this contract concluded between the Operator and the Customer, including all annexes, Orders, amendments and supplements thereto, technical documentation.
- Operator - a legal entity providing access to the Service, ensuring its technical functioning and interaction with Partners, but not involved in the direct processing or storage of cryptocurrency assets.
- Service - a technological platform developed by the Operator, including software, APIs, interfaces, Personal Account and reporting modules designed to route and coordinate cryptocurrency transactions between the Client, Partners, Users, Recipients.
- Customer means a legal entity or an individual who has entered into this Agreement and uses the Service to initiate Transactions, accept funds from Users and/or send funds to Recipients. The Customer is also understood as a separate legal entity that acts in the interests of the Seller and is authorised under a separate agreement with the Seller to enter into and perform this Agreement (hereinafter may be referred to as the Organisation). Seller in turn is an individual or legal entity that sells goods, works, services to Users through the Client's Website.
- User is a natural or legal person who purchases goods, works, services or performs other actions through the Client's Website using the functionality of the Service.
- Payee - a third party in favour of whom a cryptocurrency payment (Payout) initiated by the Client is made.
- Partner - a legal entity authorised to carry out transactions with digital assets, engaged by the Operator to process Transactions, conduct AML/KYC procedures, as well as store and transfer funds.
- API (Application Programming Interface) - a software interaction interface provided by the Operator to the Client for technical integration of the Service with the Client's Website and/or its backend systems.
- Personal Account - a secure web interface provided to the Customer for access to information about Transactions, setting up the Service operation parameters, monitoring the Balance, uploading reports and receiving notifications.

- Customer's Website - a website, mobile application, etc., managed by the Customer and integrated with the Service, where payment interfaces and other mechanisms of interaction with Users are placed.
- Transaction - a set of operations with digital assets, including the acceptance, transfer, accounting and distribution of funds, performed by the Partner on the basis of commands transmitted through the Service.
- Payout - a transfer of digital assets initiated by the Client in favour of the Recipient using the functionality of the Service and through the Partner.
- Pay-in - receipt of digital assets from the User to the Partner's address within the framework of a Transaction initiated on the Client's Website.
- Reimbursement - a payment made by the Partner to the Client based on the results of Transactions, net of applicable commissions, fees and deductions, in accordance with the procedure and terms established by the terms and conditions of the Agreement and/or Order and/or other written agreements.
- Balance - a virtual account of the Client within the Service, reflecting the current state of mutual settlements on the Transactions performed, which is not a bank account and does not imply actual storage of funds by the Operator.
- AML/KYC - identification, verification and monitoring procedures (of the Customer, Users, Recipients) for compliance with anti-money laundering and anti-terrorist financing requirements in accordance with applicable legislation.
- Order - an individual document concluded between the Operator and the Customer, defining the parameters of service provision, including tariffs, settlement currency, payment procedure, technical settings and other material terms and conditions.
- Tariffs/commissions/fees - a fee charged by the Operator to the Customer for providing access to the Service, determined on the basis of the terms and conditions of the Order and/or other written agreements and including transaction and related costs.

3. SUBJECT OF THE AGREEMENT

The Operator undertakes to provide the Customer with access to the Service, including:

- integration with the Customer's Website, customisation and activation of the necessary components to receive and send Transactions;
- ability to initiate Transactions using API, including receiving transaction commands from the Client and routing these commands to Partners;
- access to the Personal Cabinet containing information on the Client's activity, notifications, Transactions data, access to event logs and other operational data;
- provision of integration and reporting tools, including API documentation, instructions, status monitoring and uploading of aggregated data on transaction activity;
- information and technical support in the process of connecting, testing and launching the Service, as well as in case of changes in the Client's business logic.

The Operator is not involved in settlements, cash processing, accepting, sending or storing cryptocurrencies. All operations on accepting, transferring, storing funds, as well as actions to verify compliance with AML/KYC policies are performed by Partners acting on their own behalf and on the basis of their own licences. The Operator acts as a technical intermediary providing the interface of interaction between the Client and the Partners.

4. OPERATOR'S SERVICES

The Operator provides the following services to the Customer within the framework of the use of the Service:

- Connection to interfaces and APIs, including provision of technical documentation, integration instructions and access to test environment;
- Provision of a Personal Account for monitoring Transactions, receiving notifications, reporting, managing settings and using analytical tools;
- Supporting the integration process, including consulting on API implementation, setting up routing of transaction commands and adapting the Service to the Client's Website architecture;
- Providing technical support on the Service operation, registration of errors and failures, as well as interaction with Partners;

- Information support of interaction with Partners, including coordination of connection stages, coordination of the format of transmitted data and support at the stage of launching Transactions;
- Providing software updates, notifications of planned technical works and changes in API logic;
- Organising training or briefings for the Client's employees on how to use the Service (if requested or under the terms of an individual Order);
- Ensuring availability of commands for initiation of cryptocurrency payments (Payout) and formation of requests for payment of the Indemnity in the functionality of the Service;
- Ensuring round-the-clock functioning of the Service, except for the periods of scheduled technical works and performance restoration measures;
- Timely informing the Customer of technical failures or other incidents that may affect the provision of services, taking reasonable measures to promptly eliminate such incidents;
- Providing the Customer with access to daily and monthly reporting on Transactions, including aggregated and detailed data for the relevant reporting period. Reporting shall be sent to the e-mail address specified in the Order or to another e-mail address of the Customer provided by the Customer and/or posted in myAlpari.

The Operator shall be entitled to engage third parties to fulfil its obligations under this Agreement.

The Operator shall be entitled to set limits for Transactions initiated using the Service.

5. RIGHTS AND OBLIGATIONS OF THE CLIENT

The Client's obligations:

- Provide true, complete and up-to-date information when registering, integrating and using the Service, as well as when interacting with the Operator and Partners;
- Ensure compliance with AML/KYC requirements set by the Partners, including timely provision of all required documents and information, as well as their updating in case of changes;
- Coordinate reporting of Transaction results in a timely manner. Daily and monthly reports shall be confirmed or rejected with motivated objections within 1 (one) business day from the moment of receipt. In the absence of objections within the specified term, the reporting shall be deemed accepted by the Client;
- Comply with the terms and conditions of this Agreement, as well as the provisions of all annexes, Orders and technical documentation that are an integral part of the Agreement;
- Ensure confidentiality of his/her credentials and not to transfer access to the Personal Account or API to third parties;
- Inform the Operator and/or Partner of any technical failures, incidents, suspicious actions or circumstances that may affect the functioning of the Service or fulfilment of the Parties' obligations;
- Comply with applicable laws, including, but not limited to, regulations in the field of personal data protection, currency control, financial regulation, sanctions and export legislation in force in the relevant jurisdictions;
- Respond without delay to Operator's notices, requests and demands, including providing clarifications or remedying breaches within a reasonable time.

Customer's Rights:

- Demand that the Operator remedy violations that prevent the proper provision of access to the Service;
- Engage third parties to fulfil its obligations under this Agreement, provided that the Customer shall be fully responsible for the acts and omissions of such persons as its own, and shall ensure their compliance with all the terms and conditions of this Agreement.

6. PARTNER'S RIGHTS AND OBLIGATIONS

Partner undertakes to:

- Carry out the acceptance of cryptocurrency funds (Pay-in) from Users on behalf of the Client using the integration of the Service on the Client's Website;

- Ensure safe, correct and timely processing of each Transaction, including receipt, confirmation and recording of information about crediting of funds;
- Make cryptocurrency payments (Payout) in favour of the Recipients specified by the Client based on the data transmitted through the Service;
- Store and distribute the Client's assets within the limits of authority established by a separate agreement or the terms and conditions of the Partner's services;
- Carry out identification procedures (KYC) and anti-money laundering (AML) compliance checks in respect of the Client, if such checks are required by the law of the Partner's jurisdiction;
- Maintain records of accepted funds, calculate applicable fees and transfer Reimbursements to the Client within the terms and conditions agreed separately between the Client and the Operator;
- Ensure technical compatibility and uninterrupted operation of interaction interfaces with the Operator's Service;
- Provide the Customer and/or the Operator with reports on the Transactions performed;
- In case of suspension, termination or limitation of its activities related to the execution of this Agreement, to notify the Operator in due time, as well as to ensure the completion of all ongoing operations in a proper manner.

Limitation of Operator's Liability:

Operator shall not be liable for acts, omissions, failures, delays, irregularities or refusal to process Transactions caused by the activities or decisions of the Affiliate. The Client acknowledges and agrees that any claims related to the performance or non-performance of Transactions shall be directed to the Partner through the Operator.

7. TARIFFS

7.1 The Customer undertakes to pay the Operator commissions for the use of the Service in accordance with the procedure set out in the relevant Order or as otherwise agreed by the Parties. The amount, currency, settlement procedure, frequency and other terms of payment shall be determined individually.

7.2 The Operator has the right to unilaterally change the current tariffs and/or payment structure by notifying the Customer at least 15 (fifteen) calendar days in advance before the changes come into effect (this term does not apply to clause 7.2.1). In exceptional cases, including, but not limited to, changes in the terms of service provision by the Partner, the Operator has the right to change the rates or payment structure with notice to the Customer within a shorter period of time - but not later than the moment when such changes come into force. In case of disagreement with the changes, the Customer has the right to stop using the Service by sending a relevant notice in the manner provided for in this Agreement.

7.2.1 The network commission fee may be changed unilaterally from the moment of sending a notice by the Operator.

7.3 All commissions, fees and other charges related to transaction processing, settlement, acceptance and transfer of digital assets (including blockchain commissions, conversion fees, fees for urgent or non-standard transactions) shall be paid by the Client to the Operator. The Operator independently performs internal mutual settlements with the Partners, who are entrusted with the execution of transactional operations, based on their own agreements.

Thus, the Customer makes a single payment to the Operator, including both commissions for the use of the Service and related costs associated with transaction processing. The Operator is responsible for the proper allocation of funds between its contractors, including Partners.

7.4 In case of late payment, the Operator has the right to suspend the provision of access to the Service until the violation is eliminated. In case of systematic violation of payment terms by the Client, the Operator has the right to unilaterally terminate this Agreement by notifying the Client at least 5 (five) working days in advance.

7.5 Transaction Currency:

Transactions are carried out, as a rule, in USDT (TRON). The Parties may also agree in writing on the use of other cryptocurrency. The list of supported cryptocurrencies can be revised and changed at the initiative of the Operator or Partner, with appropriate notification of the Client.

7.6 Minimum Transaction amount:

The amount of one Transaction cannot be less than 0.1 USDT, unless otherwise set individually. The minimum limit can be changed by written agreement of the Parties or by notification of the Partner or Operator.

7.7 Partner's Remuneration:

The Partner Fee shall be included in the total cost of services reflected in the Order or other written form and may contain additional fees for the use of certain features, non-standard performance conditions or increased infrastructure load. The Customer shall pay it as part of a single payment to the Operator.

7.8 Replenishment of the Balance:

For the purposes of execution of payments and payment of the Fee, the Client undertakes to maintain a sufficient Balance in the Service to cover the scheduled Transactions and applicable fees. The Partner is entitled to use the amount of the Compensation due to the Client to automatically top up the Balance. The Operator ensures the transparency of top-up and crediting procedures by providing the Client with constant access to the latest information about the Balance in myAlpari. The Partner and the Operator shall be entitled to deduct applicable Fees from the amounts of the Reimbursement and the Balance.

8. CLIENT'S GUARANTEES

8.1 By using the Service, the Customer represents and warrants that:

- has the necessary legal capacity and authority to enter into and perform this Agreement;
- the use of the Service is not related to activities that violate applicable laws, including but not limited to: money laundering, financing of terrorism, trafficking in narcotics, weapons, research chemicals, forged documents or other prohibited goods and services.

8.2 The Client guarantees that he/she has all necessary permits, licences and legal grounds to carry out activities related to the sale of goods, performance of work or provision of services to Users.

8.3 The Client undertakes to refrain from actions that may cause material or non-material damage to the business reputation of the Operator or the Partner, including dissemination of false information or public accusations without evidence.

8.4 The Client confirms that all documents and information provided by him/her are true, complete and up-to-date, and undertakes to notify the Operator of any changes thereto in due time.

8.5 The Client undertakes to comply with all applicable laws and regulations, including but not limited to: personal data protection rules, payment security standards, currency, tax, export and other regulation requirements.

8.6 In case of inspections, enquiries or investigations by competent authorities, the Client undertakes to co-operate with the Operator and/or the Partner by providing the requested documents and information within a reasonable period of time.

8.7 The Client undertakes to take all reasonable measures to prevent, detect and suppress fraud, misuse of the Service and violations of compliance procedures.

8.8. The Customer confirms that it will not disclose to third parties the confidential data of Users and Recipients obtained in the process of using the Service, except in cases expressly provided for by law or this Agreement.

9. LIABILITY

9.1. The Operator is not responsible for the performance of financial transactions performed by the Partners, including but not limited to: delays in crediting funds, refusals to perform transactions, address blocking, technical failures in the operation of wallets, blockchain networks or payment gateways, as well as other actions (or inaction) of the Partners - even if such actions were performed within the framework of using the Service.

9.2 The Operator's liability is limited solely to:

- providing the Client with access to the Service;
- technical support of functioning of programme modules and interfaces;
- correct routing of requests and data to the Partners;
- compliance with the terms of this Agreement within the limits of its technical and administrative competence.

9.3 The Operator does not guarantee uninterrupted, error-free and absolutely safe functioning of the Service, but undertakes to make all reasonable efforts to ensure its stable operation, including elimination of failures as soon as possible. The Operator shall not be liable for any outages caused by circumstances beyond its control, including, but not limited to: actions of hosting providers, internet connection failures, blockchain infrastructure failure, third party attacks and other force majeure circumstances.

9.4 The Client is fully responsible for compliance with the requirements of applicable legislation, including, but not limited to: currency, tax, financial, cryptocurrency regulation, as well as provisions related to personal data protection and anti-money laundering. The Operator does not provide legal, tax or accounting advice and is not responsible for the consequences of decisions made by the Client based on the use of the Service.

9.5 In no event shall the total liability of the Operator under this Agreement during its term, including compensation for any losses (real or lost profits), exceed the amount of remuneration actually paid by the Client for the use of the Service for the last 3 (three) calendar months preceding the occurrence of the event that gave rise to the claims.

10. CONFIDENTIALITY

10.1 Each of the Parties undertakes to keep confidentiality of information obtained in the course of conclusion and execution of this Agreement and not to disclose such information to third parties without prior written consent of the other Party, except for cases expressly provided for by law, an effective judicial act or an official request of an authorised state body.

10.2 Confidential information shall mean any information communicated by one Party to the other in oral, written or electronic form, which:

- are expressly labelled as confidential;
- or by its nature and context is not intended to be disclosed, including, but not limited to: information about business processes, software, source code, technology, customer base, transactions, financial performance, user data, reporting, internal documentation and other non-public aspects of the Parties' interaction.

10.3 Confidential information may be used exclusively within the scope of this Agreement. The Parties undertake to ensure its protection with the level of diligence not lower than that applied by them in respect of their own similar information.

10.4 Each Party undertakes:

- Not to disclose, transfer, publish or use confidential information other than for the purposes of this Agreement;
- limit access to confidential information only to those employees, consultants and contractors who need such information, subject to their confidentiality;
- apply all reasonable technical, organisational and legal measures to prevent unauthorised access, loss, alteration or dissemination of information.

10.5 The confidentiality obligations shall remain in effect during the term of the Agreement and shall continue for three (3) years after its termination for any reason.

10.6 In case of termination of the Agreement, each Party shall, upon written request of the other Party, return or destroy all materials containing confidential information, including any copies in any format, and confirm the fact of fulfilment of this obligation.

10.7 In the event that disclosure of confidential information is required by court order, law or at the request of supervisory authorities, the receiving Party shall have the right to disclose the minimum necessary amount of information. At the same time, unless prohibited by law, such Party undertakes to notify the other Party of the forthcoming disclosure in advance.

11. SUSPENSION OF SERVICE

11.1 The Operator shall have the right to temporarily suspend provision of information technology services under this Agreement in the following cases:

- if there are reasonable suspicions of the Client committing actions containing signs of fraud;
- in case of detection of violations of the terms and conditions of this Agreement;
- in case of establishing the facts of the Client's activity, which may damage the business reputation, interests of the Operator or third parties;
- in case of receipt of relevant instructions or notifications from regulatory authorities.

11.2 In case of service suspension, the Operator undertakes to notify the Client of the fact and reason for the suspension within a reasonable period of time, but not later than 2 (two) working days from the moment of its introduction.

11.3 The Customer undertakes as soon as possible, but in any case not later than 10 (ten) working days from the date of receipt of the notification:

- eliminate the identified violations;
- or provide the Operator with motivated written explanations and supporting documents, which testify to the absence of violations or risks.

11.4 The Operator has the right to initiate on its own initiative an internal check (investigation) of the circumstances that served as grounds for suspension. In case the results of such check show that there are no violations, the Operator undertakes to resume provision of services within 5 (five) working days from the date of completion of the check.

11.5 The Operator shall not be liable for any losses, loss of profit or other consequences incurred by the Customer due to temporary suspension of service provision on the grounds stipulated by this Agreement.

12. FORCE MAJEURE.

12.1 Neither Party shall be liable for any failure to fulfil its obligations under this Agreement, in whole or in part, if such failure was a direct consequence of force majeure (force majeure) beyond the reasonable control of the Party, including but not limited to:

- natural disasters (fire, flood, earthquake and other natural calamities);
- acts of war, civil unrest, acts of terrorism;
- epidemics, pandemics, quarantine measures;
- blockchain network malfunctions, stoppage of mining or infrastructure failure;
- governmental action or inaction, sanctions, bans, asset freezes;
- power outages, outages of communication channels, internet providers, data centres, hosting services;
- interruptions or inability to supply software, infrastructure or services of third parties.

12.2 The Party affected by force majeure shall notify the other Party of its occurrence and expected duration within 5 (five) business days from the moment of its occurrence or termination. If any - documents confirming the existence of such circumstances (e.g., a certificate from a competent authority) shall be submitted.

12.3 The term of fulfilment of obligations under this Agreement shall be extended for the period of force majeure and the period of elimination of its consequences. The Parties undertake to make reasonable efforts to minimise the consequences of such circumstances.

12.4 If the force majeure continues for more than 30 (thirty) consecutive calendar days, either Party shall have the right to initiate negotiations on early termination of the Agreement or suspension of its validity. In this case, the Parties undertake to settle mutual settlements and finalise the initiated procedures within a reasonable period of time.

13. MODIFICATION AND CANCELLATION

13.1 The Operator has the right to amend this Agreement by publishing the updated version on the official website: <https://qwikwallet.io/en/>. Unless otherwise specified in the text of updates, such changes shall come into force from the moment of publication.

13.2 The Operator reserves the right to notify the Client of the changes made by electronic means of communication, including the Personal Account, e-mail.

13.3 In case of disagreement with the changes, the Client has the right to stop using the Service and terminate the Agreement by sending a written notice to the Operator not later than 10 (ten) calendar days after the changes come into force. Continued use of the Service after the specified period of time shall be deemed a full and unconditional acceptance of the new version of the Agreement.

13.4 This Agreement may be unilaterally terminated by either Party with prior written notice to the other Party at least 30 (thirty) calendar days prior to the proposed date of termination. During the notice period, the Parties undertake to:

- finalise all Transactions initiated;
- settle settlements;
- fulfil all outstanding obligations.

13.5 The Operator has the right to unilaterally terminate the Agreement ahead of time and without notice in case of:

- systematic violation by the Client of the terms and conditions of this Agreement;
- delay in payment for the Services for more than 10 (ten) calendar days;
- establishment of the fact that the Client has provided false, incomplete or misleading information;
- use of the Service for the purposes violating the current legislation, including bypassing AML/KYC procedures.

13.6 In case of unilateral termination by the Operator's initiative:

- the Client's access to the Service is terminated;
- final mutual settlements are made as of the date of termination;
- The Operator/Partner shall have the right to deduct from the amounts to be refunded the penalties, fines and losses incurred due to violations of the terms of this Agreement.

14. LAW AND JURISDICTION

14.1 This Agreement shall be governed by and construed in accordance with the laws of the place of registration of the Operator.

14.2 All disputes, disagreements or claims arising in connection with this Agreement, its conclusion, validity, execution, breach, termination or interpretation shall be resolved exclusively in the competent judicial authorities at the place of Operator's registration.

14.3 Each of the Parties irrevocably agrees to the exclusive jurisdiction of the said courts and waives any objections as to the convenience or lack of jurisdiction of the respective venue.

14.4 Nothing in this Agreement shall limit the right of the Operator to apply for interim measures, judicial protection or preliminary injunction in any other jurisdiction if it is necessary for the protection of its rights and legitimate interests.

15. OTHER CONDITIONS

15.1 Independence of the Parties. The relationship between the Parties is not an agency, employment or joint venture relationship. Each Party shall act independently, in its own name and at its own expense.

15.2 Public Statements. The Customer may not use the Operator's trade name, logos, trademarks or other designations, or make public statements concerning this Agreement without the Operator's prior written consent. The Operator shall be entitled to use the Client's trade name and logo in marketing materials without further consent.

15.3 Notices. All legally significant notices, requests, demands and other communications between the Parties shall be deemed valid if sent in writing, including by e-mail or via the Personal Account. Such notices shall be deemed delivered:

- by e-mail or in the Personal Account - on the day of sending;
- by courier delivery - on the next working day after delivery;
- by post - on the second business day after dispatch.

15.4 Headings. Section headings are for convenience only and shall not affect the interpretation of the terms of this Agreement.

15.5 Completeness of Agreement. This Agreement constitutes the entire agreement between the Parties with respect to its subject matter and supersedes all prior understandings, correspondence, negotiations and agreements, whether oral or written.

15.6 Transfer of Rights. The Customer may not transfer or assign any of its rights or obligations under the Agreement without the prior written consent of the Operator. At the same time, the Operator may transfer its rights and obligations to third parties without the Client's consent.

15.7 Waiver of Rights. A waiver of any right or provision of the Agreement shall be valid only if it is expressed in writing and signed by an authorised representative of the relevant Party. Failure to exercise any right shall not be deemed a waiver thereof.

15.8 Severability. In the event any provision of this Agreement is held invalid, illegal or unenforceable, the remaining provisions shall remain in full force and effect. The Parties agree to revise the invalid provision in good faith to achieve legal equivalence and to preserve the original intent.