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Electrocoin d.o.o./l.t.d. with a registered in Zagreb, Rukavec 5, Tax Id, No./(Cro.OIB): 45841695639, represented by the CEO Nikola Škorić, hereinafter referred to as: "EC"

and

PAYCEK SERVICE USER (hereinafter referred to as: "Partner")

(hereinafter referred to together as: "Contract parties" or "Parties")

## CONTRACT ON PROCESSING CRYPTOCURRENCIES

("Contract")

### INTRODUCTORY PROVISIONS

#### Article 1

1.1. The Parties hereby agree that in this Contract, unless specifically provided otherwise or is required by context in the specific part of the Contract:

- a. singular terms refer to the plural number, and plural terms also refer to singular terms, and the words in masculine shall apply to the feminine, and vice versa;
- b. titles of provisions are included for ease of reference only and have no legal effect on the interpretation of the provisions;
- c. references to "this Contract" include its preamble and introductory provisions;
- d. references to an act or statutory provision include the act or provision that is amended from time to time.

1.2 The present Contract on processing cryptocurrencies (hereinafter referred to as "the Contract" regulates the rights and obligations of EC and the Partner with respect to the service of processing cryptocurrencies by EC when executing payment of goods and services of the Partner's buyers (hereinafter: "Service"). The Parties agree that according to the provisions of the Contract processing cryptocurrencies means converting cryptocurrencies to fiduciary currency.

1.3. The Parties hereby agree that for the purpose of compliance with the rights and obligations from this Contract, the term "Processing" shall mean conversion of cryptocurrency to HRK according to the applicable exchange rate at the moment of payment. The Parties hereby agree that any third party who makes payments to the Partner on any basis shall be considered as the Buyer. The parties declare that the other terms of this Contract shall have the meaning provided for in the acts by the Parties/ positive legislation or their usual meaning in legal transactions / everyday use.

1.4 The Contracting Parties shall keep this Contract confidential as well as all documents, data and materials submitted and made available by to them by the other Contracting Party in connection to this Contract (hereinafter referred to as "Confidential Data"). Additionally, the Contracting Parties shall not use the confidential information of the other Party except for the purposes provided for by this Contract, nor shall they disclose, copy, reproduce or distribute confidential information of the other Party. The obligation to keep confidentiality does not refer to disclosing confidential information already made available to public in any way other than by breaching of the confidentiality clause, or to those obtained from other sources which are not

subject to confidentiality or disclosure of confidential data when fulfilling legal obligations to the competent authorities. The obligations of the Contracting Parties under this Article shall remain in force even after termination of this Contract.

## **SUBJECT OF THE CONTRACT**

### Article 2

2.1. The Contracting parties agree that EC shall process Buyers' payments via its Platform for Processing Payment in cryptocurrencies PayCek on the webpage <https://paycek.io/> (hereinafter and above; "Platform") as follows:

- a. The Buyer shall perform payment to the Partner via the Partner's page in cryptocurrency or in any other suitable way
- b. The Buyer shall be redirected to the Platform for the purpose of Processing
- c. EC shall Process the payment in cryptocurrency
- d. Upon completion of the Processing, the Partner has the possibility to request payment of the Processed amount in HRK to his bank account without delay,
- e. Only if the Partner requests payment of an amount lower than HRK 200,00 (hereinafter referred to as the "Minimum Amount") will EC reduce the amount lower than the Minimum Amount by the Bank charge for carrying out the relevant transaction valid according to EC bank acts at the time of payment (hereinafter: "Bank charge").
- f. At the time in which the Limit of the unpaid Processed amounts mentioned in Art. 2.5. is reached it will be paid out to the Partner without special request, to which the Partner agrees by concluding the Contract (hereinafter: "Automatic transferal").

2.2. The Parties agree that until the 15<sup>th</sup> of the current month EC shall make available to the Partner on the Platform a report on processed payments in cryptocurrencies for the previous month (hereinafter: "Report"). The report on the processed payments in cryptocurrencies shall contain the time of receipt of cryptocurrency (date, hour and minute), amount, exchange rate of the conversion of cryptocurrency to HRK, as well as data on performed payments executed by EC to the Partner.

2.3. The Parties agree that the moment of receipt of cryptocurrency into the digital wallet of EC shall be considered as the moment of receipt of payment in cryptocurrency (both between the Parties and the Clients).

2.4. The Parties shall mutually authorize each other without compensation during the term of this Contract and solely for the purpose of fulfilling this Contract to make available to the public on the Internet, on their platform, website or otherwise, the logo, name and description of the other Party and to make the cooperation under this Contract visible. Each Party shall guarantee to the other Party in particular that it is the owner of all intellectual property rights transferred to the other Party under this Contract, and that third parties shall not claim compensation for the above stated from the other Party.

2.5. The Partner can unilaterally determine the amount of the fiduciary currency for the Automatic transferal by adjusting the mentioned option in the user interface of the Service. The Partner consents that the Automatic transferal of the unpaid Processed amount on the bank account of the Partner will take place without any special request or authorization thereof and under the following circumstances:

- the minimum amount of the Automatic transferal of the fiduciary currency – 200,00 HRK (two hundred kunas)
- the maximum amount of the of the Automatic transferal of the fiduciary currency – 7.500,00 HRK (seven thousand and five hundred kunas)
- basic settings of the Automatic transferal of the fiduciary currency during the opening of the Partners user account - 7.500,00 HRK (seven thousand and five hundred kunas)

(every applicable point 1 – 3 solely hereinafter and as aforementioned “Limit”)

2.6 The Partner consents that EC will, in any case, perform the Automatic transferal every first workday that comes after the elapse of every calendar month (hereinafter: “Monthly transfer”).

## **RIGHTS AND COMMITMENTS OF THE CONTRACTING PARTIES**

### Article 3

3.1 EC is obliged/authorised to do as follows:

- a. to process payments received in cryptocurrencies to HRK via its Platform PayCek in its name and on behalf of its Partner under the terms in this Contract;
- b. to pay the Partner a countervalue in HRK for the payments in cryptocurrencies according to the exchange rate at the moment of conversion within one business day from the receipt of request for payment via the Platform, to the bank account stated on the request for payment received via the Platform;
- c. to make the Report available to the Partner according to the provisions under Art. 2.2. of this Contract.
- d. to state the cooperation which is the subject of this Contract on the Platform and other EC websites and materials, pursuant to provisions under Art. 2.4. of this Contract.
- e. to carry out the Automatic transferal of the fiduciary amount to the Partners by reaching the Limit.

3.2 The Partner is obliged/authorised to as follows:

- a. to enable receipt of payment in cryptocurrencies using the Platform;
- b. to request payment of countervalue in HRK for payments in cryptocurrencies from EC under Art. 3.1. item b)
- c. to accept the transferal of the fiduciary currency on his account through the Automatic transferal by reaching the Limit.

## **PREPARATION AND DELIVERY OF DOCUMENTATION AND DATA**

### Article 4

- 4.1 If necessary, the Parties shall independently prepare and submit written or electronic documentation in an appropriate manner within a reasonable period of time.
- 4.2. The Parties agree that all notifications shall be delivered to e-mail addresses stated on the Paycek Platform.

## FEE AND CHARGES

### Article 5

5.1. The EC may only claim from the Partner a fee under provisions of Art. 5.2. and only to the extent to which the Partner determines individually through the option of splitting a transaction fee between the Customer and the Partner in the Service interface dashboard.

Partner shall not pay any costs for services under this Agreement, except possibly the Bank Fee, in case of payment of less than the Minimum amount referred to in Art. 2.1 of this Agreement. EC warrants to the Partner that the exchange rate at the time of the Processing will be equal to or more favorable than the exchange rate on the site <https://bitcoin-exchange.hr/> or any other website on which the EC provides a fiduciary currency exchange service.

5.2. The Partner has the ability to unilaterally determine the split of the transaction fee between him and the Customer in the Service interface dashboard. The Partner may determine that the Buyer pays any or all of the fee by setting the specified option in his Service interface dashboard.

## LIABILITIES OF THE PARTIES

### Article 6

6.1. EC shall not be liable to the Partner, Buyers, state bodies or any other third party for any request and/or claim they might have towards EC on the grounds including, but without limitation to: impossibility of Processing cryptocurrencies for technical reasons or force majeure, Buyer's cancelling/termination of payment request, payment of cryptocurrency by an unauthorised person, tax liabilities arising from payment in cryptocurrencies etc. In case of a dispute the Partner shall intervene in the proceedings with a legal status of an intervener on the side of EC, and by signing the present Contract he gives consent in advance to enter the proceedings with the status of respondent if the plaintiff agrees. If EC loses in this dispute and becomes liable for damages, the Partner shall reimburse EC for the paid amount without delay, as well as all other related costs.

6.2. In order to remove any doubt EC shall be liable to the Partner only for fulfilling its obligation of Processing Buyers' payment in cryptocurrencies and paying countervalue in HRK to the Partner in line with the provisions of this Contract.

6.3. It is expressly agreed that Partner is solely responsible for verifying the security key that Paycek provides with a call to Partner's server during and during the processing process, all for

the purpose of preventing third party misuse / fraud in the transaction. The original security key with which the Partner will make a comparison in addition to the EC is owned and known only by him, and the Partner undertakes to allow the EC to deliver the specified key in each transaction solely through the HTTPS protocol. If the Partner fails to fulfil all obligations for the purpose of secure execution of the transaction in accordance with the provisions of this Article, he is solely responsible for any and all damages.

## CONTRACT DURATION AND TERMINATION

### Article 7

- 7.1. The present Contract is concluded for an indefinite period of time.
- 7.2. The Parties may terminate this Contract by mutual agreement at any time. Each Party is authorized to declare termination of this Contract by a unilateral declaration with immediate effect if bankruptcy, default settlement, liquidation or other proceeding against the other Party is filed, which could affect the claims of the other Party under this Contract or is directly imminent.
- 7.3. Each Party may terminate this Contract in writing without obligation to state the reason for it with a cancellation period of 30 (thirty) days. The cancellation period starts from the date of delivery of cancellation notice pursuant to the provisions of Art. 12.1. of this Contract.
- 7.4. In the event that one Party violates any provision of this Contract, the other party is authorized to warn the other party about it in writing, leaving an additional period of 8 (eight) days for a timely fulfillment of the obligation, in case of an obligation of such nature that its fulfillment is possible in the subsequent deadline. An unsuccessful expiration of the additional deadline and / or repeated violation of the same obligation shall authorize the party that has warned of a breach of contract to terminate this Contract by a unilateral declaration with immediate effect.

## GENERAL PRINCIPLES OF COOPERATION

### Article 8

8.1. Parties shall, in fulfillment of rights and obligations assumed in this Contract, act conscientiously with sound and prudent management, and safeguard and protect the interests of the other Contracting Party at all times. The Contracting Parties shall, according to a different contract basis, within their staff/employees framework, designate a person responsible for fulfilling the contractual obligations towards the other Party.

## FINAL PROVISION

### Article 9

9.1. Any disputes arising out of this Contract - its interpretation and / or execution - shall be settled by the Contracting parties primarily via a mutual agreement in the spirit of good practice and business ethics, and if they fail to do so, they hereby agree on the jurisdiction of the court in

Zagreb. For the purposes of this Contract and in relation thereto, the Contracting Parties agree to accept the jurisdiction of Croatian law.

#### Article 10

10.1. If any provision of this Contract is or becomes void, invalid or unenforceable, it shall not affect the remainder of the Contract, and the remainder of the Contract shall apply to the widest possible extent of the law. In that case, the Parties shall, without delay, create an appropriate provision that will replace such void, invalid or unenforceable provision which will be closest to the intent of the parties when negotiating the provision that became void, invalid or unenforceable.

#### Article 11

11.1. Unless expressly provided otherwise herein, no modification to this Contract shall be valid if not in writing and signed by the authorized representatives of both Parties, and any consent to any implementation inconsistent with the provisions of this Contract or failure to the implementation of any rights or the implementation of any obligation under this Contract shall not be considered an amendment to this Contract.

11.2. The Contracting Parties hereby agree that in addition to this Contract they have not and shall not make any oral amendments to the subordinate points, nor oral agreements to mitigate or facilitate the obligations of the Parties, and that such oral amendments and treaties shall not be valid.

11.3. Neither party may transfer any rights or obligations arising from this Contract to third parties, without a written consent of the other party.

#### Article 12

12.1 The Contracting Parties also agree that all notices and / or written submissions shall be sent to the Contracting Parties to e-mail addresses referred to in Article 4 of this Contract or to an address one of the Contracting Parties communicates in writing to the other Contracting Party. If the notice and / or e-mail cannot be delivered to the Contracting Party in the manner indicated above, the delivery shall be deemed effected via the registered letter to the address specified in this Contract at the moment of receipt of the registered mail in the post office.

12.2. The Contracting Parties hereby confirm that they have read and understood this Contract and that in confirmation of acceptance of all the rights and obligations arising therefrom they accept it – entering into a distant contract – via the conclusion confirmation on the Paycek Platform.