

ELECTROCOIN d.o.o./l.t.d. with its registered seat in Zagreb, Ilica 15, PIN: 45841695639, represented by the Director Nikola Škorić (hereinafter: "EC") and **PAYCEK SERVICE USER** (hereinafter: the "Partner")

(hereinafter referred to together as: the „Contracting Parties“ or the „Parties“)

CRYPTOCURRENCY PROCESSING CONTRACT (the „Contract“)

PRELIMINARY PROVISIONS

Article 1

1.1. The Parties hereby agree that in this Contract, unless otherwise expressly provided or the context otherwise requires:

- a) words in the singular form shall be construed to include the plural and vice versa and words denoting the masculine shall be construed to include the feminine and vice versa;
- b) clause titles are provided for ease of reference only and shall have no legal effect on their interpretation;
- c) references to "this Contract" shall include its preamble and preliminary provisions;
- d) references to a law or statutory provision shall include that law or provision as amended from time to time.

1.2. This Cryptocurrency Processing Contract (hereinafter: the „Contract“) regulates the rights and obligations of EC and the Partner in relation to the EC cryptocurrency processing service of third party payments (hereinafter: the „Service“).

1.3. The Parties agree that for the purpose of fulfilling the rights and obligations under this Contract, Processing shall mean the conversion of a cryptocurrency into a fiduciary currency according to the current exchange rate at the moment of Service execution (Processing). The Parties hereby agree that the Buyer who makes payments to the Partner on any basis shall be considered a third party. The Parties agree that the other terms of this Contract shall have the meaning specified in the acts of the Parties/applicable legal regulations or the usual meaning in legal transactions/everyday use.

1.4. The Contracting Parties undertake to keep this Contract confidential, as well as all documents, data and materials provided to them and made available by the other Contracting Party in connection with this Contract (hereinafter: the „Confidential Data“). Additionally, the Contracting Parties undertake not to use the Confidential Data of the other Party except for the purposes provided for in this Contract, and not to disclose, copy, reproduce or distribute the Confidential Data of the other Party. The confidentiality obligation does not apply to the disclosure of the Confidential Data that has already become available to the public in any way other than by violation of the confidentiality obligation or obtained from other sources that are not subject to confidentiality or to the disclosure of Confidential Data in the fulfilment of legal obligations to the competent authorities. The obligations of the Contracting Parties referred to in this Article shall remain in force even after the termination of this Contract.

SUBJECT OF THE CONTRACT

Article 2

2.1. The Contracting Parties hereby agree that EC shall process payments from Partners' Buyers through its cryptocurrency payment Processing Platform PayCek located on the website <https://paycek.io/> (hereinafter: „Platform“), all under the terms and methods of payment Processing which the Partner chooses and accepts in the Platform interface by selecting the offered options.

2.2. By concluding this Contract and accepting the terms and conditions thereof by opening a user account on the Platform (hereinafter: the „User Account“), the Partner must necessarily provide EC with the following data:

- a) type of person opening the User Account: legal or natural;
- b) name and surname of the Partner / company name - name of the Partner (legal person);
- c) address of domicile/residence/registered seat of the legal person;
- d) PIN number - solely for legal persons;

(points a) to d) hereinafter referred to together as the „User Data“).

2.3. The Parties hereby agree that, depending on the User Data, EC shall offer to the Partner payment options with a specific group of cryptocurrencies:

- a) Instant currencies - with immediate payment execution, without waiting for a sufficient number of confirmations of the blockchain network on the completed transaction (hereinafter: the „Instant currencies“);
- b) Confirmation currencies - with the transaction executed at the moment of achieving a sufficient number of confirmations on the blockchain network (hereinafter: the „Confirmation currencies“).

2.4. If the Partner is provided in the Platform interface, based on the User Data, solely with the Instant Currencies payment option which does not require a long period of confirmation, the Partner expressly agrees that EC shall be authorised to independently determine:

- a) the fiduciary currency equivalent up to which payments in Instant Currencies shall be available (hereinafter: the „Instant Threshold“);
- b) the cryptocurrency types for which payment in Instant Currencies shall be available,

(Instant Threshold and Instant Currencies hereinafter together: the „Instant Variables“),

and the abovementioned Instant Currencies shall be displayed in the Platform user interface through which the Partner shall be notified of their changes.

2.5. The Parties hereby agree that if the Partner chooses the Instant Currencies payment option from the foregoing Art. 2.4., the provisions on the Underpaid Transaction from Art. 2.16. shall not apply, but rather every transaction paid in Instant Currencies where the Buyer directed an insufficient amount of the cryptocurrency shall be cancelled, and the provisions on the Uncompleted Transaction Cancellation from Art. 2.17. of the Contract shall apply to the refund of the amount in question.

2.6. By concluding this Contract, the Partner expressly agrees that EC is authorised to unilaterally change the conditions referred to in Art. 2.3. by removing or adding new currencies to any category and agrees to the foregoing. This change shall be visible to the Partner in the Platform user interface.

2.7. The Parties hereby agree that the Partner may use the Services via a POS Provider, with whom both Parties have concluded contracts, by choosing to pay through the said POS Provider in the Platform user interface. The relationship of each Party towards the POS Provider shall be governed by their separate contracts.

2.8. The Partner hereby agrees that the change of User Data is possible solely by submitting to EC an authentic document proving the change in question, in the manner determined by the provisions of Art. 12.1. of the Contract.

2.9. The Parties hereby agree that all payments of the Processed fiduciary currencies shall be made by EC to the bank account specified in the request by the Partner, who is obliged to solely request payments to bank accounts using the User Data referred to in Article 2.2.

2.10. The Parties hereby agree that EC shall carry out the Processing through the Platform, in accordance with the provisions of this Contract, as follows:

- a) The Buyer shall make a payment in cryptocurrency to the Partner through the Partner's website or in another suitable way;
- b) The Buyer shall be redirected to the Platform for the purpose of Processing the cryptocurrency into fiduciary currency;
- c) EC shall Process the Buyer's payment in cryptocurrency;
- d) Upon completion of the Processing, the Partner has the possibility to request payment of the Processed amount in fiduciary currency to its bank account, without delay;
- e) Only if the Partner requests payment of an amount lower than HRK 200 (two hundred kuna) or 26,54 EUR (in accordance with the fixed exchange rate 7,53450) (hereinafter: the „Minimum Amount“), shall EC reduce the amount lower than the Minimum Amount by the Bank fee for the execution of the relevant transaction valid according to EC commercial bank acts at the time of payment (hereinafter: the „Bank Fee“).
- f) At the moment when unpaid Processed amounts referred to in Art. 2.14. reach the Limit or at the end of the calendar month, they shall be paid to the Partner without a special request if the amount exceeds HRK 200 (two hundred kuna) or 26,54 EUR (in accordance with the fixed exchange rate 7,53450), to which the Partner agrees by concluding this Contract (hereinafter: the „Automatic Transfer“).

2.11. The Parties agree that until the 15th 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: the „Report“). The Report on processed payments in cryptocurrencies shall contain the time of receipt of cryptocurrency (date, hour and minute), amount, as well as data on performed payments executed by EC to the Partner.

2.12. The Parties hereby agree that the moment of receipt of payment in cryptocurrencies (both between the Parties and with Buyers) shall be considered the moment of receipt of cryptocurrency in the EC digital wallet (hereinafter: the „Valid transaction“).

2.13. The Parties authorise each other free of charge for the duration of this Contract and solely for the purpose of fulfilling it, to make available to the public via the Internet on its platform, website or otherwise, logo, name and description of the other Party and to highlight the cooperation under this Contract. Each Party especially warrants to the other Party 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 from the other Party for the above.

2.14. The Partner can unilaterally determine the amount of the fiduciary currency for the Automatic Transfer by adjusting this option in the Platform user interface. The Partner consents that the Automatic Transfer of unpaid Processed amounts to the Partner's bank account shall occur without a special request or approval thereof subject to reaching the Limit, as follows:

- a) the minimum amount of the Automatic Transfer of fiduciary currency - HRK 200 (two hundred kuna) or 26,54 EUR (in accordance with the fixed exchange rate 7,53450);
- b) the maximum amount of the Automatic Transfer of fiduciary currency - HRK 7,500 (seven thousand five hundred kuna) or 995,42 EUR (in accordance with the fixed exchange rate 7,53450);
- c) basic settings of the Automatic Transfer of fiduciary currency during the opening of a Partner's user account - HRK 7,500 (seven thousand five hundred kuna) or 995,42 EUR (in accordance with the fixed exchange rate 7,53450);

(each applicable point a) to c) solely hereinafter and as aforementioned: the „Limit“)

2.15. The Partner agrees that EC shall, in any case, perform the Automatic Transfer by directing a fiduciary currency on the first working day following the end of each calendar month (hereinafter: the „Monthly Transfer“).

2.16. If the Buyer directs a lower amount of Cryptocurrency than required according to the established exchange rate for each transaction (hereinafter: the „Underpaid Transaction“), the Partner expressly declares that it agrees that EC allows the Buyer to choose to pay the lower paid amount (hereinafter referred to as the "Underpaid Amount") within an additional period of 15 minutes (hereinafter: the „Underpaid Deadline“) or to cancel the transaction. If the Buyer makes the payment of the Underpaid Amount within the Underpaid Deadline, the transaction shall be deemed a Valid Transaction. If the Buyer cancels the Underpaid Transaction or does not pay the requested amount within the Underpaid Deadline, the transaction shall be cancelled and EC shall verify the Buyer to whom it shall refund the cryptocurrency from the Underpaid Transaction via a unique identifier (hereinafter: the „Underpaid Code“).

2.17. The Parties hereby agree that the transaction may be cancelled:

- a) until it has been executed as a Valid Transaction (hereinafter: the „Uncompleted Transaction Cancellation“);
- b) when it has been executed as a Valid Transaction (hereinafter: the „Completed Transaction Cancellation“);

The Parties hereby agree that the Partner shall refund the full amount to the Buyer in case of Completed Transaction Cancellation, as well as assume all obligations towards the Buyer under the aforementioned, which arise and would arise from applicable legislation on consumer protection, all considering that the said transaction was carried out in its entirety in terms of Processing.

The Parties hereby agree that if the Partner or the Buyer perform the Uncompleted Transaction Cancellation before it is executed as a Valid Transaction (hereinafter: the „Transaction Cancellation“), EC shall verify the Buyer to whom it shall refund the cryptocurrency from the Transaction Cancellation via a unique identifier (hereinafter: the „Cancellation Code“). EC reserves the right to charge the Buyer the Network Fee referred to in Art. 5.4. in case of refunding the of

cryptocurrency by Uncompleted Transaction Cancellation, and shall do so by deducting the amount of the Network Fee from the amount of the cryptocurrency that is being returned.

2.18. The Parties agree that EC shall implement the Anti Money Laundering and Know Your Client procedures (hereinafter: „AML“) as a prerequisite for the payment of fiduciary currencies under this Contract. The Partner accepts the obligation to submit all valid documents and statements required by AML procedures and also accepts that the execution of transactions and the payment of fiduciary currencies is conditional on the above.

RIGHTS AND OBLIGATIONS OF THE CONTRACTING PARTIES

Article 3

3.1. EC undertakes / is authorised to:

- a) process the received payments of Partners' Buyers in cryptocurrencies to a fiduciary currency through the Platform in its name and on behalf of the Partner under the terms and conditions set out in this Contract;
- b) pay to the Partner the equivalent of the fiduciary currency for payments of Buyers in cryptocurrencies according to the exchange rate at the moment of conversion within five working days at the latest from the date of receipt of the request for payment through the Platform, to the bank account specified in the payment request received through the Platform;
- c) make the Report available to the Partner according to the provisions of Art. 2.11. of the Contract;
- d) indicate on the Platform and other EC websites and materials the cooperation which is the subject of this Contract in accordance with the conditions referred to in Art. 2.13. of this Contract;
- e) carry out the Automatic Transfer of the fiduciary currency to the Partner's bank account due to reaching the Limit in accordance with the terms and conditions from Art. 2.14 or at the end of the calendar month by Monthly Transfer in accordance with the terms and conditions from Art. 2.15. of the Contract;
- f) pay to the Partner the amount of the Referral Bonus from Art. 5.4. of this Contract.

3.2. The Partner undertakes / is authorised to:

- a) enable the receipt of payments in cryptocurrencies using the Platform;
- b) request payment of the equivalent of the fiduciary currency for payments of Buyers in cryptocurrencies from EC referred to in Art. 3.1. point b);
- c) receive the transfer of fiduciary currency to its bank account by Automatic Transfer due to reaching the Limit or at the end of the calendar month by Monthly Transfer in accordance with EC's obligation under Art. 3.1. point e);
- d) receive the amount of the Referral Bonus from Art. 5.4. of this Contract.

PREPARATION AND SUBMISSION OF DOCUMENTATION AND DATA

Article 4

4.1. If necessary to submit written or electronic documentation, the Parties undertake to prepare and submit it independently in a suitable manner within a reasonable time.

4.2. The Parties agree that all notifications shall be delivered to the e-mail addresses listed on the Paycek Platform, and delivery to which e-mail addresses shall, in accordance with the provisions of Art. 12.1., be deemed valid delivery to any Party to this Contract.

4.3. The Parties declare that they are in compliance with the Croatian and European legislation on data protection in their economic activities. The Contracting Parties agree that EC, in order to perform the Service, shall receive access only to those personal data of the Buyer which are necessary for the performance of the Service. EC independently determines the purposes, methods and means of personal data processing. The Contracting Parties agree that EC is the controller in terms of the processing of personal data.

The Buyer's personal data, to which EC has access for the purposes of payment Processing, are: digital wallet address, amount, random string id, e-mail, time of payment and closing of the transaction.

4.4. Since EC does not collect and process personal data of the Buyer more than necessary for the performance of the Service and does not keep any records of processing, the Contracting Parties accordingly undertake to sign a Data Processing Agreement in addition to this Contract due to the need to process personal data during the performance of the service i.e. during business cooperation which sets out obligations and responsibilities in accordance with the applicable personal data protection regulations, in particular the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC and the General Data Protection Regulation Implementation Act (Official Gazette 42/2018).

4.5. After the execution of the transaction, the invoice issued to the Buyer in accordance with the „Cash Transaction Fiscalization Act“ (Official Gazette 133/12, 115/16, 106/18, 121/19, 138/20), contains the obligatory data on the Partner and the point of sale, billing device number, list of purchased products, total amount, operator code, date and time (hour and minute) of invoice issue, numerical invoice number, invoice payment method code (banknotes, card, check, transaction account, other), JIR - unique account identifier, fiscalization code, ZKI - issuer security code and QR code. No personal data of the Buyer is listed on the invoice. The completed transaction statement, which is issued to the Buyer with the invoice, also does not contain personal data, but the statement indicates: mandatory data on the Partner and the point of sale, billing device number, operator code, total amount, whether the transaction was approved or not, date and time (hour and minute) of the completed transaction, card type, while the card identification number is concealed. In accordance with the „General Tax Act“ (Official Gazette 115/16, 106/18, 121/19, 32/20, 42/20), the obligation to issue invoices and bookkeeping obligation, and the provisions of the „Accounting Act“ (Official Gazette 78/15, 134/15, 120/16, 116/18, 42/20, 47/20), invoices and accounting documents are kept in accordance with the prescribed legal

deadlines, and upon expiration of the storage obligation, the documentation is destroyed in a safe manner.

FEE AND COSTS

Article 5

5.1. EC may only claim from the Partner the Transaction Fee referred to in Art. 5.2. and only to the extent to which the Partner independently determines through the option of dividing the Transaction Fee between the Buyer and the Partner in the Platform interface, and potentially the Bank Fee in case of payment of less than the Minimum amount from Art. 2.1 of this Contract.

5.2. The Partner may unilaterally determine the division of the Transaction Fee between it and the Buyer in the Platform interface. The Partner may specify that Buyer bears any part or all of the fee by setting the specified option in its Platform user account.

5.3. EC warrants to the Partner that the exchange rate at the time of Processing shall be equal to or more favourable than the exchange rate on the website <https://bitcoin-mjenjacnica.hr/> or another website on which EC provides a cryptocurrency exchange service for fiduciary currencies.

5.4. The Parties hereby determine that for each transaction on the blockchain network, the Buyer is charged a transaction execution fee by the blockchain system (hereinafter: the „Buyer Network Fee“), which is not part of the cryptocurrency amount that the Buyer sends to EC at the direction of the Platform. The said Buyer Network Fee does not belong to the Parties of this Contract nor may they affect it, and is borne by the Buyer and the Buyer may adjust it in its digital wallet and is therefore familiar with it.

5.5. The Parties hereby determine that for each transaction EC charges the Buyer a transaction execution fee by the blockchain system, separately from the Buyer Network Fee, which is an integral part of the total cryptocurrency amount that the Buyer sends to EC at the direction of the Paycek system (hereinafter: the “EC Network Fee”). The said EC Network Fee belongs to EC and is borne by the Buyer. If the technical possibilities allow, EC shall indicate the EC Network Fee to the Buyer separately for each transaction, in order to ensure that the Buyer is fully acquainted with the said fee.

5.6. The Partner may send a unique link (hereinafter: the „Referral“) for registration on the Platform to third parties. If a third party becomes a user of the Platform through the Referral (hereinafter: the „New Client“), the Partner shall be entitled to a bonus of 15% (fifteen percent) of the fee received by EC from each valid transaction of the New Client through the Platform (hereinafter: the „Referral bonus“). The Partner may view the Referral Bonus in its Platform user account, and the payment of this amount shall be made without a special request of the Partner at the time of processing the New Client transaction, which represents the maturity of the Referral Bonus in the fiduciary currency selected by the Partner in its Platform user interface, and to which the Partner hereby expressly agrees.

LIABILITIES OF THE PARTIES

Article 6

6.1. EC shall not be liable to the Partner, Buyers, government bodies or any third party for any request and/or claim they may have against EC on the grounds which include, but are not limited to, the inability to Process cryptocurrencies due to technical reasons or force majeure, cancellation/termination of the payment basis by the Buyer, payment of cryptocurrency by an unauthorised person, tax liabilities arising from payments in cryptocurrencies, etc. In the event of

a dispute, the Partner undertakes by signing this Contract to intervene in the proceedings in the legal position of the intervener on EC's side, i.e. to enter into proceedings as a defendant, all at the invitation of EC or the competent court and all in accordance with the applicable regulations. If EC loses in this dispute and becomes obliged to pay the request and/or claim of the plaintiff on any legal basis, including all costs and interest, the Partner is obliged to reimburse EC without delay the amount paid, and all other related costs incurred by EC in connection with such a dispute (for example, the costs of representation by a lawyer, material costs, etc.).

6.2. For the avoidance of any doubt, EC shall be liable to the Partner solely for fulfilling its obligation to Process Buyers' payments to the Partner in cryptocurrencies and to pay its equivalent in fiduciary currency in accordance with the provisions of this Contract.

6.3. It is expressly agreed that the Partner is solely liable for verifying the security key that the Platform submits with a call to the Partner's server at and during the execution of Processing, all for the purpose of preventing abuse by unauthorised third parties in the transaction. The original security key with which the Partner shall make a comparison in addition to EC is owned only by it, and the Partner undertakes to enable EC to deliver the specified key in each transaction exclusively via 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, it is solely liable for any potential damage.

6.4. The Partner expressly warrants to EC that it has all necessary approvals and/or licenses and/or registrations required to carry out the activities for which transactions shall be performed under this Contract and also warrants to EC that EC shall not bear any liability and/or be liable for any damage in the event that the said warranty is not complete and/or valid. If any proceedings are initiated against EC on any of the above or related grounds, the Partner undertakes by signing this Contract to intervene in the proceedings in the legal position of the intervener on EC's side, i.e. to enter into proceedings as a defendant, all at the invitation of EC or the competent court and all in accordance with the applicable regulations. If EC loses in this dispute and becomes obliged to pay the request and/or claim of the plaintiff on any legal basis, including all costs and interest, the Partner is obliged to reimburse EC without delay the amount paid, and all other related costs incurred by EC in connection with such a dispute (for example, the costs of representation by a lawyer, material costs, etc.).

6.5. The Parties hereby determine that EC does not assume any liability for the use, implementation, functionality, or any damage arising from the use of third party software solutions which would be used directly or indirectly in relation to the Paycek Service, its functionalities or connection to other Partner or third party systems.

CONTRACT DURATION AND TERMINATION

Article 7

7.1. This 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 authorised to unilaterally terminate this Contract with immediate effect if bankruptcy, pre-bankruptcy settlement, liquidation or any other procedure is initiated against the other Party which could affect the claims of the other Party under this Contract or is imminent.

7.3. Each Party may terminate this Contract in writing without giving any reason with a notice period of 30 (thirty) days. The notice period runs from the day of delivery of the termination notice in accordance with the provisions of Art. 12.1. of this Contract.

7.4. If one Party violates any provision of this Contract, the other Party is authorised to warn it in writing of such violation, leaving it a subsequent period of 8 (eight) days for duly fulfilment of the obligation, if the obligation is of such nature that its fulfilment is possible in that subsequent period. Unsuccessful expiration of the subsequent deadline and/or repeated violations of the same obligation, shall authorise the Party who warned of the violation of the Contract to unilaterally terminate this Contract with immediate effect.

GENERAL PRINCIPLES OF COOPERATION

Article 8

8.1. In fulfilling the rights and obligations assumed under this Contract, the Parties shall act conscientiously, with the due care and diligence of a prudent businessman, as well as safeguard and protect the interests of the other Contracting Party at all times. The Contracting Parties shall, according to a different contractual basis, designate a person within their staff/employees framework responsible for fulfilling the contractual obligations towards the other Party.

FINAL PROVISIONS

Article 9

9.1. Any disputes that may arise from this Contract - its interpretation and/or execution - the Parties shall resolve primarily by mutual agreement in the spirit of fair practice and business ethics, and if they fail to do so, they agree on the jurisdiction of the court in Zagreb. For the relations referred to in this Contract and in connection with them, the Contracting Parties agree on the Croatian law as governing.

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 maximum extent permitted by law. In that case, the Parties shall without delay re-determine the appropriate provision to replace such void, invalid or unenforceable provision, and which new provision shall be closest to the intention of the Parties which they had in negotiating the void, invalid or unenforceable provision.

Article 11

11.1. The Contracting Parties hereby agree that in addition to this Contract they have not and shall not conclude any oral amendments on ancillary points, nor oral agreements that reduce or facilitate the obligations of the Parties, and that such oral amendments and agreements shall not be valid.

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

Article 12

12.1. The Contracting Parties also agree that all notices and/or letters shall be sent to the Contracting Parties to the e-mail addresses referred to in Article 4.2. of this Contract or through the Platform interface, which shall be deemed a valid written delivery at the moment of receipt of the e-mail on the recipient's server or confirmation of receipt of the Partner's message in the

Service user interface. If delivery is not possible in this way, each Party is authorised to send a registered letter to the address of the other Party specified in the heading of this Contract or the address of the registered seat indicated in the court register if it differs from the address in the Contract heading. If the recipient refuses to receive or cannot be served with the letter due to fault, omission or for any other reason for which the recipient is liable, the Parties agree that the letter shall be deemed to have been duly delivered on the expiration of the third day following the day of sending the letter in the manner specified.

12.2. The Contracting Parties hereby confirm that they have read and understood this Contract and, as a sign of acceptance of all the rights and obligations arising from it, accept it by concluding it remotely - via the conclusion confirmation on the Platform. The Partner agrees that EC is authorised to unilaterally adopt amendments to this Contract, of which the Partner shall be informed via e-mail or through the Platform interface, if these contain essential aspects of the Contract, which the Parties accept as a valid method of delivery. Any continuation of the use of the Platform after the notification of amendments of the Contract shall be deemed to be a consent to the amendments made. The Partner who does not accept amendments to this Contract after notification about the amendments is obligated to cease the use of the Platform, which will be considered as a unilateral termination of the current Contract by the Partner with immediate effect, so EC shall pay the Partner all funds from the Platform to the Partner's bank account the next business day.