

This Payment Services Agreement (the “**Agreement**”) entered into this the 15th of November of 2023 (“the Effective Date”) between:

Easymarketing N.V. duly incorporated in Curacao, with registration number 165145, having its registered office at Abraham Mendez Hanchi Snoa 19 Trias Building, Curacao being duly represented by its Shareholder Michalis KKaili (hereinafter "the client").

and

SML SAVEOPERATIONS LTD a Company duly incorporated in Cyprus, having its registered office Athansasiou Diakou,10, Aradippou,7104, Larnaca, Cyprus, being duly represented by its Shareholder & Director(s) Michalis KKaili, (Jointly referred as the “Service Provider”)

Recitals

- a) Whereas the Service Provider has an agreement with a payment gateway service; and
- b) Whereas the Client is desirous of making use of such payment gateway services, offered by the Service Provider

Now, therefore, the Service provider agree as follows:

Operative Provisions

Article 1 - Definitions

In this Agreement unless otherwise stated, the following terms shall have the meaning listed

hereunder:

- a. "Acquirer" means the financial institution authorised to approve or decline a transaction;

- b. "Business Day": this shall be construed as 08:00 to 17:00 Monday to Friday, excluding Saturdays, Sundays and public holidays;
 - c. "Control" means the direct or indirect ownership of more than thirty per cent of the voting share, capital of another person or the ability of one person (whether directly or indirectly and whether by ownership of share capital, possession of voting power, contract or otherwise) to appoint (and remove) the majority of the members of the governing body of another person, and the term Controlled or Controlling will be construed accordingly, and Service Provider reserves the right to vary the definition of Control depending upon the shareholding structure and ownership of the Client;
 - d. "Data" third party customer information processed in the use of the gateway service;
 - e. "Effective Date" shall mean the date of signature of this Agreement;
 - f. "Financial Institution" shall mean one or more of the Service Provider's pre-approved banks or financial institutions which have agreed to provide merchant accounts and payment authorization services to the Client in accordance with the rights and obligations and the terms and conditions of this Agreement;
 - g. "Intellectual Property": any patent, copyright, design, trade name, trademark, service mark or other intellectual property right (whether registered or not) including without limitation ideas, concepts, know-how, techniques, designs, specifications, drawings, blueprints, tracings, diagrams, models and other information relating to any such intellectual property.
 - h. "Interest Rate": eight per cent (5%) per annum of the amount in default or any other rate as may be permitted by or under any law from time to time;
 - i. "PAYMENT PROCESSING Services" shall mean the services offered by the Service Provider accepted and used by the Client as listed in Schedule 1 to this Agreement;
 - j. "Service Down Time ": shall refer to any consecutive period where the Service Provider is not able to provide the PAYMENT PROCESSING Services for any reason attributable to the Service Provider and does not include scheduled downtime for weekly server/network maintenance.
- For the purpose of this Agreement, Service Down Time shall only apply if the Client experiences a total

downtime of consecutive hours, more than 0.1% (17hrs) calculated over a period of twelve (12) months after the Effective Date or during any of the consecutive twelve (12) month periods.

Server downtime occurrence(s) which are not attributable to the Service Provider include but are not limited to: DOS attacks, Internet connectivity problems on the part of the Client, electricity outage on the part of the Client, hardware and software failure on the part of the Client, and force majeure events like fire, flood, other natural disasters and acts of God, labour disputes, accidents, acts of war or terrorism, failure of any third party to perform any commitment relative to the server uptime, etc.”

k. "Software": shall mean the object code version, HTML code, Application Programming Interfaces (APIs), related documentation and other client software or code which is provided to the Client, including updates, to enable the Service Provider to provide the Services to the Client;

l. "Transaction(s)": shall mean an exchange, transfer or transmission of information related to the purchase of goods and services from the Client by a customer of the Client. Specifically, a Transaction includes an authorization, sale or credit data transmission between the Client and the Service Provider and between the Service Provider and its back-end processors;

Article 2 - Provision of PAYMENT PROCESSING Services

2.1 The obligations of the Service Provider under this Agreement are conditional on the Client complying with and at Law. The Service Provider hereby grants to the Client, who accepts, for the term of this Agreement, a non-exclusive, royalty-free license, to use the PAYMENT PROCESSING Services, subject to the restrictions herein and any other restrictions communicated by Service Provider; provided that such

other restrictions shall be only as directly necessary to perform PAYMENT PROCESSING Services in terms of this Agreement and for no other purpose.

2.2 The Client binds itself to use the services and software of PAYMENT PROCESSING as the preferred provider to process orders on behalf of its customers.

2.3 The Service Provider agrees and undertakes that it shall:

- a) Use its best endeavours to assist in the Client's integration process of the PAYMENT PROCESSING Services and Software and make them interoperable with the Client's system to perform the Transactions and the functions required in accordance with this Agreement; and
 - b) It will not resell, assign, novate, pass, dispose of or in any way transfer in any manner what so ever, including but not limitedly through any transfer of ownership or shares, any of the PAYMENT PROCESSING Services and the associated rights granting any of the PAYMENT PROCESSING Services (whether in whole or in part) provided to it by pursuant to this Agreement;
 - c) Provide training on the use and operation of the PAYMENT PROCESSING Services to the Client's personnel on such terms as the Parties shall agree.
- 2.4 The Service Provider shall provide the Client with access to standardized reports regarding Client's Transactions processed using the PAYMENT PROCESSING Services and reporting tools to assist Client in accounting activities.
- 2.5 The Service Provider may modify the PAYMENT PROCESSING Services from time to time only by releasing a new version.
- 2.6 Subject to the terms of this Agreement, the Service Provider has implemented and will endeavour to maintain privacy enhancing technology and security systems for the transmission of Client's Transactions, consisting mainly of encryption and "firewall" technologies, so as to provide security for the transmission of such information over the Internet.
- 2.7 The Service Provider shall provide the PAYMENT PROCESSING Services and technical support.
- 2.8 This Agreement does not grant the Client any rights in respect of the service other than those specifically contemplated in this Agreement.
- 2.9 Service Provider may suspend the PAYMENT PROCESSING Service or terminate this Agreement if instructed to do so by any governmental, regulatory or other authority of competent jurisdiction, or if, in Service Provider's opinion, the integrity, security or performance of the PAYMENT PROCESSING Service, or any information technology or communications systems connected to it or used in conjunction with the Network, is being or is likely to be jeopardised by the activity whether

direct or indirect of the Client. Service Provider will not be liable for any loss, damage or claims arising as

a result of suspension or disconnection under this clause.

Article 3 - Collection and Use of Customer Data

3.1 The Client or the Service Provider, as the case may be, depending on the PAYMENT PROCESSING Services configuration chosen by Client, shall collect and process the Data that is required by the Software as may be necessary for the Service Provider to operate the required PAYMENT PROCESSING Services.

3.2 The Client binds itself to:

- a. Abide by all applicable legislation including Data Protection Laws;
- b. Obtain prior consent from all its customers which initiate a Transaction through their respective sites for the collection, retention, use and processing of Data by the Client or the Service Provider by means of a disclosure on the site;
- c. Disclose the purpose of Data processing including uses governed by this Agreement;
- d. Inform customers of any processes and disclosures which may be necessary to the Service Provider for the purpose of carrying out the above uses. Such consent shall be obtained from the Client's

customers in a form specified, from time to time, by the Service Provider;

- e. Use proper security measures including limited access to the PAYMENT PROCESSING Services, and
 - i. render unreadable, prior to discarding, all records containing Data and card account numbers
 - ii. abide by all applicable laws and regulations relating to the use and processing of Data

3.3 The Service Provider binds itself not to disclose or make any reference to the Data to third parties except for the purposes described in this Article:

- a. In order to perform the PAYMENT PROCESSING Services described in this Agreement;
- b. For internal use, record keeping, internal reporting, and support purposes, such Data is to be retained as long as necessary or as required by law;
- c. To provide the Data as required by law or court order or to defend the Client's rights in a legal dispute; and
- d. As otherwise permitted by Law.

3.4 Subject to applicable law, the Service Provider shall be permitted to transfer the Data to any Financial

Institution, as agreed to a priori between the Parties, solely for the internal use of such Financial Institution in providing the PAYMENT PROCESSING Services to the Client.

3.5 Notwithstanding anything contained in this Agreement, but without prejudice to Article 2.4, the Service Provider shall not be obliged to store, retain and provide reports to and on behalf of the Client of any records of transactions performed for a maximum 18 months unless otherwise directed by a lawful order issued by a competent authority. Without prejudice to Article 10, and solely and directly for the purpose of

investigations into a claim or dispute arising directly out of this Agreement or in connection with the transactions under the Systems a lawful order issued by a competent authority, the Client hereby agrees and consents to the disclosure and release by the Service Provider of information directly relating or belonging to the Client, particulars of transactions or any designated account relating to the Transactions in the possession of the Service Provider, which consent shall survive both the suspension of rights hereunder and the termination of this Agreement.

Article 4 - Charges

- 4.1 In exchange for the Services, the Client undertakes to pay the Service Provider the fees indicated in Schedule 2 (“the Charges”).
- 4.2 The Service Provider shall not be entitled to increase the Charges during the period of twelve (12) months commencing on the Effective Date without the prior written approval of the Client. Thereafter the Service Provider shall be entitled to increase the Charges not more than once in every successive period of twelve (12) months, and in no case by no means more than ten (10) per cent, upon giving not less than ninety (90) days prior written notice to the Client.

Article 5 - Service Provider’s Covenants

- 5.1 The Service Provider undertakes:
- a. To provide support on best endeavours basis in order to maximise the service uptime;
 - b. To perform the PAYMENT PROCESSING Services with reasonable care and skill.
 - c. To perform any support required;
- 5.2 The Parties agree that up to the maximum extent permitted by law and save in cases of gross negligence, or will malicious act or omission by the Service Provider, the Service

- 4.3 Upon receipt of a notice of increase in Charges in accordance with Article 4.2 above, the Client shall be entitled to terminate this Agreement in accordance with Article 9.1a.
- 4.4 The Charges (other than the transaction fees) shall be levied monthly or yearly as agreed, in advance, and shall be payable by the Client within thirty (30) days of receipt of an invoice therefor (“Initial Term of Credit”).
- 4.5 The Service Provider shall issue an invoice to The Client in respect of the Transactions processed for a specific period as per Charges detailed in Schedule 2.

- Provider shall not be liable for any form of liability and/or loss however occurring, arising from or related to:
- a. The Client’s failure to properly activate, integrate or secure the merchant account;
 - b. Fraudulent transactions processed by or on behalf of the Client;
 - c. The disruption of the PAYMENT PROCESSING Services, systems, servers or web sites by means of distributed denial-of-service attacks, software viruses, trojan horses,

worms, time bombs, or any other technology; and similar attacks launched by third parties: provided that the Service Provider would have taken all reasonable measures to prevent and remedy resolve such attacks;

- d. Any actions or inactions by any third party, which for the avoidance of doubt excludes any person who or entity which in any manner, directly or indirectly, is related to or connected with, or acts in conjunction with the Service Provider, including without limitation, a Merchant; or
- e. Unauthorized third-party access to any data or to the PAYMENT PROCESSING Services, or any system or program associated therewith: provided that that the Service Provider would have taken all reasonable measures to prevent and remedy resolve such unauthorized access.

5.3 The Client and Service Provider undertake:

- a. To comply with all laws, policies, guidelines, regulations, ordinances or rules applicable to the Client in terms of this Agreement;
- b. Not to use, disclose, sell or disseminate any cardholder information obtained in connection with a card transaction (including the

names, addresses and card account numbers of cardholders) except for purposes of authorizing, completing and settling card transactions and resolving any charge backs, retrieval requests or similar issues involving card transactions, other than pursuant to a court or governmental agency request, subpoena or order;

- c. To use proper controls for and limit access to, and render unreadable prior to discarding, all records containing card account numbers and card imprints;
- d. To comply with the Service Provider security protocols and security advisories in effect during the term of this Agreement;
- e. To comply with all the applicable legal obligations and security measures, including without limitation, those issued by Credit Card Association relating to the collection, security, dissemination and destruction of Data and Transaction data, and expressly including the Payment Card Industry (PCI) Data Security Standard, Visa Cardholder Information Security Program (CISP) and the MasterCard Site Data Protection Program (SDP);
- f. To take such precautions as are necessary to ensure that all systems used are secure from breach or

intrusion by unauthorized third parties;

g. To notify the Service Provider immediately if the system used becomes breached and an unauthorized third-party access or has access to Data or Transaction data;

h. Generally, to take such precautions as may be necessary to prevent such breaches from occurring.

5.4 The Client acknowledges that:

a. The Client shall be solely responsible for the verification of the accuracy and completeness of all Transactions submitted and processed by the Service Provider associated on behalf of the client and for the verification that all corresponding funds are accurately processed;

b. The Service Provider shall not be liable for any improperly processed or unauthorized Transactions or illegal or fraudulent access to the Client's account, Data or Transaction data;

c. The software in general is not error-free and agrees that the existence of such errors shall not constitute a breach of this Agreement. Provided that, in the event that the Client discovers a material error which substantially

affects the Client's use of the same and the Client notifies the Service Provider of the error within thirty (30) days from the discovery of error, the Service Provider shall use all reasonable endeavours to correct by patch or new release (at its option) that part of the PAYMENT PROCESSING Service which does not so comply provided that such non-compliance has not been caused by any modification, variation or addition to the PAYMENT PROCESSING Services not performed by the Service Provider or caused by its incorrect use, abuse or corruption of the PAYMENT PROCESSING Services or by use of the PAYMENT PROCESSING Services with other software or on equipment with which it is incompatible. If, subject to this proviso and following notification of the material error, the Service Provider is unable to correct such material error and the material error continues for a period of thirty (30) days, the Client shall be entitled to terminate this Agreement.

d. The Client accepts and understands that to the extent permitted by Law, the service being provider will perform its obligations as a diligent service provider and will endeavour to provide the service as

agreed to in this Agreement on a best effort basis.

5.5 The Client acknowledges that PAYMENT PROCESSING Services were developed for use with certain programs and that the Service Provider shall not be obliged to ensure compatibility with unaffiliated third party software, provided that the Service Provider has disclosed sufficient information to the Client as to which programs the PAYMENT PROCESSING Services were developed for use with.

Article 6 - Limitation of Liability, Indemnity and Penalties

6.1 Parties agree that Service Provider has no obligation of any kind to the Client beyond the obligation to exercise reasonable skill and care in performing its obligations under this Agreement and guaranteeing that its software does not infringe any third party's rights. Service Provider is not liable to the Client (whether in contract, tort, statute or otherwise) and has no other obligation or liability whatsoever.

a. Service Provider shall not be liable to Client up to the maximum extent permissible by law under this Agreement whether for any indirect or consequential loss suffered, including, without limitation, loss of

5.6 The Service Provider makes no representation or warranty and disclaims any liability in relation to third party products or services provided that where such products or services are used by, or integrated in Service Provider's products or services, the Service Provider would have taken all reasonable measures to ensure that its products or services are not adversely affected to Client's detriment.

profit, goodwill, business opportunity or anticipated savings. Service provider's liability will under no circumstances exceed the paid value of this Agreement in a given year.

b. Service Provider will defend at its expense, indemnify and hold harmless the Client from any loss, liability, damage, award, settlement, judgment, fee, cost or expense (including reasonable attorneys' fees and costs of suit) ("Losses") arising out of or relating to any third-party claim, allegation, action, demand, proceeding or suit ("Action") against any of them that arises out of or relates to:

i. any breach by Service Provider of any of its warranties,

representations and/or covenants herein; or

- ii. any claim of misuse on unauthorised use of Data residing in the Gateway or
- iii. use of the service, under this Agreement infringes the Intellectual Property Rights of a third party.

6.2 Client will defend at its 'expensive indemnify' and hold harmless the Service Provider on demand against any and all losses, actions, claims, proceedings, liabilities, expenditures or costs suffered or incurred or by Service Provider as a result of any breach of warranty, act or omission in relation to anything in this Agreement, including but not limited to any claim or claims for loss and/or damages arising out of the performance of The Service Provider's obligations under, the regulations or any other legislation or any relevant license or permit, including also any claim or claims for loss and/or damages caused Client will in all instances defend the Service Provider at his expense.

6.3 Nothing in this Agreement excludes or restricts a party's liability for death or personal injury resulting from negligence or intent of that party.

6.4 The Client will bind itself to utilised the merchant accounts provided by

the Acquirers correctly for products/business/services indicated in the Acquirer/merchant contract. Any penalties arising out of breach of this Agreement will be the Client's responsibility.

6.5 The Client binds itself to utilise the merchant account provided by the Acquirer solely with the URLs as indicate in the merchant contact. Any penalties arising out of breach of this Agreement will be the Client's responsibility.

6.6 In the event of any Service Down Time, the Client shall solely and exclusively and this be his only remedy be entitled to a discount of the Charges due, as indicated hereunder:

- a. Service Down Time of 36 hours - A discount of four percent (4%) of the Transaction Fee due to the Service Provider calculated on the basis of the charges due for the month prior to the event giving rise to the Service Down Time;
- b. Service Down Time of 72 hours- A discount of seven percent (7%) of the Transaction Fee due to the Service Provider calculated on the basis of the charges due for the month prior to the event giving rise to the Service Down Time;

ARTICLE 7 - Agreement

7.1 This Agreement sets out the entire Agreement and understanding between the parties in respect of the subject matter of this Agreement.

7.2 It is agreed that:

- a. No party has entered into this Agreement in reliance upon any representation, warranty or undertaking of the other party which is not expressly set out in this Agreement;
- b. No party will have any remedy in respect of misrepresentation or untrue statement made by the other party or for any breach of warranty which is not contained in this Agreement; and
- c. This clause will not exclude any liability for, or remedy in respect of, fraudulent misrepresentation.

ARTICLE 8 - Client's Representatives

8.1 The Client shall communicate to the Service Provider upon the date hereof the identity of the person(s) or the department who shall act as the sole contact point and channel of communication for the provision by

7.3 This Agreement shall commence on the Effective Date and shall continue until terminated by either party in accordance with the terms of this Agreement.

7.4 No variation of this Agreement is valid unless it is in writing and signed by or on behalf of the parties to it.

7.5 Unless agreed, no variation will constitute a general waiver of any provisions of this Agreement, nor will it affect any rights, obligations or liabilities under or pursuant to this Agreement which have already accrued up to the date of variation, and the rights and obligations of the parties under or pursuant to this Agreement remain in full force and effect, except and only to the extent that they are so varied.

the Service Provider of the Services during the currency of this Agreement. The Client shall forthwith inform the Service Provider of any change in the identity of any such person(s) or department.

ARTICLE 9 - Termination

9.1 This Agreement may be terminated:

- a. By the Client upon giving not less than sixty (60) days' notice to the Service Provider upon receipt of a

- notice of increase in the Charges under Article 4.2 and 4.3 above;
- b. By the Client upon giving not less than sixty (60) days' notice to the Service Provider at any time. Should the Client wish to terminate this Agreement prior to the notice period of sixty (60) days, a termination penalty of five hundred (€500) will be due to the Service Provider.
 - c. Forthwith without the necessity of any further proceedings by the Service Provider if the Client following a written intimation to pay from the Service Provider fails to pay the fees in accordance with this Agreement;
 - d. Forthwith by either party if the other commits any material breach

ARTICLE 10 - Confidentiality

10.1 The Parties agree:

- a. To keep confidential all information (written or oral) concerning the business and affairs of the other that it shall have obtained or received as a result of the discussions leading up to or the entering into or performance of this Agreement (the "Information");
- b. Not, without the other's written consent, to disclose the Information in whole or in part to any other person save those of its employees

of any term of this Agreement and which (in the case of a breach capable of being remedied) shall not have been remedied within seven (7) days of a written request by the other party to remedy the same.

9.2 Any termination of this Agreement pursuant to this Article shall be without prejudice to any other rights or remedies a Party may be entitled to hereunder or at law and shall not affect any accrued rights or liabilities of either Party nor the coming into or continuance in force of any provision hereof which is expressly or by implication intended to come into or continue in force on or after such termination.

involved in the provision of the PAYMENT PROCESSING Services and who have a need to know the same; and

- c. To use the Information solely in connection with the provision of the PAYMENT PROCESSING Services and not for its own or the benefit of any third party.
- d. 10.2 The provisions of Article 10.1 shall not apply to the whole or any part of the Information to the extent that it is:
 - a) Trivial or obvious;

- b) Already in the other's possession other than as a result of a breach of this Article; or
- c) In the public domain.

10.3 The Parties agree to make all relevant employees agents and sub-contractors aware of the confidentiality of the Information

ARTICLE 11 - Force Majeure

11.1 Neither Party to this Agreement shall be liable for any delay or failure in performance of any part of this Agreement from any cause beyond its reasonable control and without its fault or negligence including, without limitation, acts of God, acts or omissions of civil or military authority, government regulations, embargoes, epidemics, terrorist acts, riots, insurrections, fires, explosions, earthquakes, floods, compliance with any statutory, regulatory or legal obligation, work stoppages, industrial disputes of any kind (whether or not involving that Party's employees), major environmental disturbances, unusually severe weather conditions, inability to secure products or services of other persons or transportation facilities or acts or omissions of transportation carriers, subsidence, acts or omissions of persons or bodies for whom the

and the provisions of this Article 10, and without prejudice to the generality of the foregoing to take all such steps as shall from time to time be necessary to ensure compliance by its employee's agents and sub-contractors with the this Article 10.

Party affected by the force majeure is not responsible or any other cause whether similar or dissimilar outside the reasonable control of that Party.

11.2 The Party affected by a force majeure shall as soon as reasonably practicable notify the other Party in writing of the force majeure, the date on which the force majeure started and the effects of the force majeure on its ability to perform its obligations under this Agreement.

11.3 If the Party affected by a force majeure does not comply with the preceding sub-clause, it forfeits its right to have its obligations under this Agreement suspended while the force majeure continues and to the extent that it is so prevented, hindered or delayed.

11.4 Upon cessation of the effects of the force majeure the Party affected by a force majeure shall promptly notify the other of such cessation.

11.5 If as a result of a force majeure the performance by either Party of such

Party's obligations under this Agreement is only partially affected, such Party shall, nevertheless remain

liable for the performance of those obligations not affected by the force majeure.

ARTICLE 12 - Waiver

12.1 The waiver by either Party of a breach or default of any of the provisions of this Agreement by the other Party shall not be construed as a waiver of any succeeding breach of the same or other provisions nor

ARTICLE 13 - Notices

13.1 Any notice or communication to be given by one party to any other party under, or in connection with, this Agreement must be in writing and signed by or on behalf of the party giving it. It may be served by sending it by fax to the number set out in clause 13.1, or delivering it by hand, or sending it by pre-paid recorded delivery, special delivery or registered post, to the address set out in clause 13.2 and in each case marked for the attention of the relevant party (or as otherwise notified from time to time in accordance with the provisions of this clause 13). Any notice so served by hand, fax or post will be deemed to have been duly given:

- a. In the case of delivery by hand, when delivered;
- b. In the case of fax, at the time of transmission (provided that receipt is confirmed);
- c. In the case of prepaid recorded delivery, special delivery or

shall any delay or omission on the part of either Party to exercise or avail itself of any right, power or privilege that it has or may have hereunder operate as a waiver of any breach or default by the other Party.

registered post, at 10am on the second Business Day following the date of posting provided that in each case where delivery by hand or by fax occurs after 6pm on a Business Day or on a day which is not a Business Day, service will be deemed to occur at 9am on the next following Business Day.

13.2 The addresses of the parties for the purpose of clause 13.1 are as follows:

Service Provider

SML SAVEOPERATIONS LTD

Address: Athansasiou
Diakou,10,Aradippou,7104,
Larnaca, Cyprus

Email: highrevenue@tuta.io

Marked for the attention of
Michalis KKaili;

Or to another person's address or
fax

number specified by a Party by
written

notice to the other

Client: Easymarketing N.V.
Address: Hanchi Snoa 19 Trias
Building, Curacao

Attention: marked for the
attention of Michalis KKaili

A party may notify each other
party to this Agreement of a
change to its name, relevant
addressee, address or fax
number for the purposes of
this clause, provided that,

such notice will only be
effective on:

- a. The date specified in the notice
as the date on which the change is to
take place; or
- b. If no date is specified or the date
specified is less than five Business
Days after the date on which notice
is given, the date following five
business days after notice of any
change has been given.

ARTICLE 14 - Dispute Resolution and Arbitration

14.1 The Parties undertake to carry out this Agreement in the spirit of mutual co-operation and good faith.

14.2 The Parties agree that they shall use their best endeavours to resolve amicably any Disputes that may arise between them concerning the implementation, application or interpretation of this Agreement.

14.3 In the event that the Parties fail to resolve any such Dispute within twenty (20) working days from the date that either Party notifies the other in writing that the Dispute has arisen, then either Party has the right to refer the Dispute exclusively to the Arbitration Centre in Malta, and this without prejudice to any other right or remedy available to that Party in terms of law.

14.4 Without prejudice to anything contained in this clause, the following Dispute resolution procedure shall apply to any billing Dispute including but not limited to a Dispute relating to the accuracy of any invoices. In such circumstances, the Parties shall in the first-place consult with each other to try and resolve the Dispute. Failing resolution, the Parties shall jointly select an independent auditor of

international standing to review the matter forming the subject of the Dispute. The auditor shall determine such matter including who of the Parties is to bear the costs of the Dispute. Both Parties shall be bound by the auditor's decision.

14.5 In the event of any dispute arising out of or in connection with this Agreement, including any question relating to its validity, interpretation, breach or termination is not satisfactory resolved through the dispute resolution process in Clauses 14a to 14d such dispute shall be referred to arbitration in accordance with the Malta Arbitration Act.

14.6 The number of arbitrators shall be equal to the number of Parties to this Agreement plus one, one (1) arbitrator to be appointed by each of the Parties to this Agreement, and in default by the Malta Arbitration Centre pursuant to the Malta Arbitration Act, and the last to be appointed by the Chairman of the Malta Arbitration Centre.

14.7 The place of arbitration shall be Malta.

14.8 The Parties agree that the arbitral award shall be binding on all Parties to this Agreement and shall not be subject to appeal.

14.9 The costs and fees of the arbitration shall be shared equally

between the Parties.

ARTICLE 15 - Invalidity and severability

15.1 If any provision of this Agreement shall be found by any court or administrative body of competent jurisdiction to be invalid or unenforceable, the invalidity or unenforceability of such provision shall not affect the other provisions of this Agreement and all provisions not affected by such invalidity or

unenforceability shall remain in full force and effect. The Parties hereby agree to attempt to substitute for any invalid or unenforceable provision, a valid or enforceable provision which achieves to the greatest extent possible the economic, legal and commercial objectives of the invalid or unenforceable provision.

ARTICLE 16 - Successors

16.1 This Agreement shall be binding upon and ensure for the benefit of

the successors in title of the Parties hereto.

ARTICLE 17 - Warranties

17.1 Each party represents and warrants to the other party that:

- a. It has full authority, power and capacity to enter into and carry out its obligations under this Agreement;
- b. All necessary acts and things have been taken or done to enable it lawfully to enter into and carry out its obligations under this Agreement; and
- c. When executed, this Agreement will create obligations which are valid and binding on it and enforceable in accordance with their terms.

17.2 Throughout the term of this Agreement, Client warrants that all information given in connection with this Agreement was, when given, and is now to the best of its knowledge accurate and comprehensive in all respects.

17.3 There are no material facts or circumstances, in relations to the assets, business or financial conditions, which have not been fully and fairly disclosed and which, if disclosed, might reasonably have been expected to affect the decision of Service Provider to enter into this Agreement.

17.4 The Warranties are true and accurate in all respects;

17.5 Each of the Warranties is without prejudice to any other Warranty and, except where expressly stated otherwise, no clause of this Agreement shall govern or limit the extent or application of any other clause or any right arising according to law;

a. The rights and remedies of Service Provider in respect of any breach of the Warranties shall not be affected by any failure to exercise or delay in exercising any right or remedy or by any other event or matter whatsoever, except a specific and duly authorised written waiver or release;

b. The Warranties referred to above are exhaustive in nature and without prejudice to any other rights and remedies according to law. Other than the express warranties provided under this Agreement, all other warranties (express or implied) are excluded;

c. In the event that Client is in breach of any Warranty or in the performance of any condition or obligation arising under this Agreement, Service Provider shall be entitled without prejudice to its rights at Law and under this Agreement to declare the Agreement null and void;

17.6 The Client further warrants that:

- a. That the performance of its rights and obligations under this Agreement does not and will not infringe upon the Intellectual Property Rights of any third party;
 - b. That it is in possession of all permits required under Maltese Law and the law of the jurisdiction in which he is carrying or from which he is carrying the activity, for the purposes of this Agreement and to strictly adhere and comply with the terms and conditions imposed by the same permits. It shall be the Client's responsibility to maintain such permits in force for the whole duration of this Agreement. Should the Client, for any reason whatsoever, be no longer in possession of any of the said permits, the Client is to immediately inform the Service Provider, furthermore agrees not to make use of the Services if the permits are not in place;
 - c. It is engaged in a lawful business that includes the sale of products and/or services, and is duly licensed to conduct such business under the laws of all jurisdictions in which it conducts business;
 - d. All representations and statements made in this Agreement, are true, accurate and complete in all material respects;
 - e. It will use and will use the most advanced security protocols and applications and not intentionally use software, hardware or any applications that may negatively impact the operation of, or damage, interfere with, intercept, or expropriate any system data or personal information not authorised under this Agreement.
- 17.6 Service Provider further warrants that it has the right, title and/or license to utilize any services provided in this Agreement and to grant any rights associated therewith to the Client and that his services do not infringe the IPR of third parties.

ARTICLE 18 - Intellectual property

18.1 Nothing in this Agreement shall grant, suggest, or imply any authority for one Party to use the

name, trademarks, service marks, or trade names of the other Party for any purpose whatsoever.

ARTICLE 19 - Sub-contracting

19.1 The Service Provider shall not be entitled to sub-contract the whole or

any part of its obligations hereunder without the consent of the Client.

ARTICLE 20 - Covenants by Client

20.1 Client agrees:

- a. Not to engage in misleading or deceptive conduct nor to use any services itself or permit others to use the services for any improper, immoral or unlawful purposes;
- b. Not to act recklessly or negligently permit or allow others to act in a way that the operation of the PAYMENT PROCESSING Service will be jeopardised or impaired;
- c. Not to do anything and procure that none of its affiliates do anything, whether through the operation of this Agreement or otherwise, which would have the effect of Service Provider;
- d. Not to cause Service Provider to breach any obligation (contractual or otherwise) which Service Provider owes to a third party;
- e. To comply with all laws, policies, guidelines, regulations, ordinances or rules applicable to the Client in terms of this Agreement;
- f. Not to use, disclose, sell or disseminate any cardholder information obtained in connection with a card transaction (including the names, addresses and card account numbers of cardholders) except for

- purposes of authorizing, completing and settling card transactions and resolving any charge backs, retrieval requests or similar issues involving card transactions, other than pursuant to a court or governmental agency request, subpoena or order;
- g. To use proper controls for and limit access to, and render unreadable prior to discarding, all records containing card account numbers and card imprints;
 - h. To comply with the Service Provider security protocols and security advisories in effect during the term of this Agreement;
 - i. To comply with all the applicable legal obligations and security measures, including without limitation those issued by Credit Card Association relating to the collection, security, dissemination and destruction of Data and Transaction data, and expressly including the Payment Card Industry (PCI) Data Security Standard, Visa Cardholder Information Security Program (CISP) and the MasterCard Site Data Protection Program (SDP);
 - j. To take such precautions as are necessary to ensure that all systems used are secure from breach or

intrusion by unauthorized third parties;

k. To notify the Service Provider immediately if the system used becomes breached and an unauthorized third-party access or

has access to Data or Transaction data;

l. Generally, to take such precautions as may be necessary to prevent such breaches from occurring.

ARTICLE 21 - VAT

21.1 Save insofar as otherwise expressly provided, all amounts stated in this Agreement are expressed exclusive of value added tax and any value added tax arising in respect of any

supply made hereunder shall on the issue of a valid tax invoice in respect of the same be paid to the Service Provider by the Client in addition to any other consideration payable therefor.

ARTICLE 22 - Relationship

22.1 The parties hereto shall not by virtue of this Agreement be deemed to be a partner or agent of each other nor shall anything herein contained be construed as creating a partnership, joint association or

trust it being agreed that each party will be responsible only for its obligations under this Agreement and neither party shall be authorised to represent or bind the other to third parties.

ARTICLE 23 - Law

23.1 This Agreement shall be governed by and construed exclusively in accordance with Maltese Law.

Signed and executed on this the 15/11/2023.

For and on behalf of the service Provider

For and on behalf of the client



Michalis KKaili

Michalis KKaili

Owner & Director

Owner

Schedule 1

Settlements by PSP's and invoices paid.

Schedule 2

Service provider will charge the client 1% of the total processed amount minus invoices paid and expenses.