

SERVICES SUPPLY AGREEMENT

Version 2.1.4, December 2022

WHEREAS:

- (A) WHEREAS, Solidgate wishes to engage Contractor for the provision of Services as described herein.
- (B) WHEREAS, Contractor is an independent contractor and is willing to supply the Services on the terms and conditions set out in this Agreement.
- (C) WHEREAS, it is the express objective and intention of the Parties to this Agreement to achieve a high degree of efficiency in their professional relationship, to their mutual benefit.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. DEFINITIONS AND INTERPRETATION

1.1. In this Agreement where the context admits:

"Bribe" means any bribe, gift, loan, fee, reward or other advantage given to or received from any person (including without limitation Solidgate's employees, customers, suppliers, agents or subcontractors or any government or other officials) as well as offering, promising of such advantage in order to obtain, retain or direct business, to induce a favorable business treatment, affect any decision of any state, municipal or governmental body or to secure any other improper advantage in the conduct of business and includes a kickback on any portion of a contract payment.

"Business Day" means a day (other than a Saturday, a Sunday or a bank or public holiday) on which banks are open for business in countries of each Party.

"Cardholder Data" includes all data relating to a payment card, the person to whom the card is issued and the individual authorized to use the card, including the payment card number/ account number, cardholder name, expiration date, service code, any data encoded in the magnetic stripe, other cardholder data.

"Confidential information" means:

- (a) this Agreement, including the fact of its existence, its terms and the amounts paid or payable hereunder;
- (b) amounts paid or payable (as salary, bonuses, fees or otherwise) by any Group Company or Related Party to the Contractor or any other individual employee, officer or consultant, and any discussions relating to past, present or future such amounts;
- (c) information relating to shareholding or holding of any options or other rights to shares in any Group Company or Related Party (for example, any capitalization tables or corporate structures), or to any discussions with respect thereto;

- (d) information regarding or related to the Group Companies or their business;
- (e) information disclosed to the Contractor by a Group Company or its employee, officer or consultant (whether before or after the date hereof);
- (f) information received, developed, created or modified by the Contractor in the course of provision of the Services;
- (g) information that may give the Group a competitive advantage over others who do not have access to this information; and
- (h) information marked as confidential or would normally under the circumstances be considered confidential information.

Each of the items included in the definition of Confidential Information shall be construed separately, and shall not restrict the meaning of any other such items.

Examples of Confidential Information include:

- (a) the identities of, Personal Data, and any other information concerning, customers, contractors, officers, producers, designers, programmers, distributors, merchandisers, advertisers or employees;
- (b) strategies, approaches, business methods, and frameworks for on-going and future programming, merchandising and advertising;
- (c) non-public financial information, including, financial and/or investment performance information, forecasts, budgets and data;
- (d) information about the Group's or Related Parties' pending or proposed business transactions and proposed and/or ongoing acquisitions, joint ventures, and strategic alliances; and
- (e) database and information on users collected by the websites of the Group Companies or Related Parties and other sources related to the business.

"Control" means, in relation to any person, the possession, directly or indirectly, of:

- (a) the power to direct, or cause the direction of, the management and policies of that person; or
- (b) such securities (or other rights) as confer on the holder thereof the right to exercise in excess of fifty per cent (50%) in number of all votes exercisable in general meeting of all the members of such person, and "Controlling" and "Controlled" shall be construed accordingly.

"Data Protection Laws" means all applicable laws, statutes, regulations, ordinances, codes, rules, guidance, orders or any other legal entitlement issued by any governmental body governing the collection, use, transfer, and disclosure of Personal Data, including, if applicable, 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.

"Effective date" means the date stated at the top of the execution page of the Agreement.

"Engagement" means the engagement of the Contractor as a service provider,

consultant, officer, director or employee (as the case may be) of a Group Company, including under this Agreement.

"Fees" means the fees for the Services payable by Solidgate to the Contractor.

"General Terms" means the general terms of the Services Supply Agreement that are available under the link placed in the Services Supply Agreement, executed by Solidgate and the Contractor.

"Group" means Solidgate and persons Controlling it, Controlled by it, or that are under common Control with it, and "Group Company" means any one of them.

"Hospitality, Entertainment or Gifts" shall include but is not limited to the offer or receipt of gifts, meals, goods, services, favours, loans, trips, accommodation and the use of property or invitations to events, functions or other social gatherings.

"Intellectual Property Object" means any creation, work, invention, method, research, process, result of intellectual activity, in each case protected by intellectual property law or analogous law anywhere in the world (including software, digitized or other computer files containing data, database, illustration, design, artwork, video image, object, sound), and any object, sample, incorporation or embodiment of any of the Intellectual Property Rights, irrespective of the form or media, as well as any documentation and records relating thereto.

"Intellectual Property Rights" means patent, patent application, copyright, know-how, database right, registered and/or unregistered trade mark, trade mark application, trade name, service name, business name, registered design, unregistered design right, industrial design, utility model or other intellectual or industrial property right and including copyright in software and computer algorithms, applications and the right to make applications for any of the foregoing, extensions and renewals thereof and all rights of a similar nature, and any and all rights to the Intellectual Property Objects, in each case anywhere in the world.

"Modify" includes to modify in any manner whatsoever, refine, improve, alter, adapt, use in parts, perfect, split, simplify, correct, make additions, amend, decompile, reverse-engineer, integrate, disintegrate, produce derivative works; and "Modification" shall be construed accordingly.

"Personal data" means any information regulated by Data Protection Laws disclosed orally or in writing to Contractor during the course of his Engagement, including information concerning an identified or identifiable individual, such as, name, address, age, gender, email address, etc.

"Related Party" means any of the following persons, other than a Group Company:

- (a) shareholders of Solidgate or direct or indirect holders of shares or other ownership interests in a shareholder (each a "principal owner") and affiliates of any such principal owner; or
- (b) legal entities in which a shareholder of Solidgate, principal owner or any Affiliate of a principal owner owns, directly or indirectly, and Controls ten per cent (10%) or more of the voting shares.

"Relevant IP Objects" means (i) all embodiments of the Relevant IP Rights, irrespective of the form or media; (ii) Intellectual Property Objects created by the Contractor during the course of his Engagement, or through the Contractor's employment or service to a Group Company or a Related Party; and (iii) any documentation and records relating thereto.

"Relevant IP Rights" means Intellectual Property Rights created during the course of the Contractor's Engagement, or through the Contractor's employment or service to a Group Company or a Related Party.

"Restricted Area" means any country in which the Group or Related Party engages in any Restricted Business.

"Restricted Business" means any business that directly or indirectly competes with the Group's or Related Parties' business and/or systems, technologies or algorithms developed by the Group or Related Parties.

"Request" reasonable request of Solidgate to Contractor to provide Services.

"Services" means:

- (a) consulting services in the area of information technology and the Internet, in particular concerning software development, analytics, testing and other related activities;
- (b) consulting services in the area of servicing and supporting software development, analytics, testing and other related activities; and
- (c) other related services upon request of Solidgate; or
- (d) the services that may be specified in the respective invoices.

1.2. The following interpretation rules shall apply:

- (a) References to "this Agreement", "herein", "hereby", "hereunder", "hereof" and other equivalent words shall refer to this Agreement in its entirety, including its schedules and exhibits from time to time, if any, and references to preamble, recitals, clauses, exhibits and schedules are to the preamble, recitals, clauses, exhibits and schedules of and to this Agreement;
- (b) all definitions set forth herein shall be deemed applicable whether the words defined are used herein in the singular or the plural;
- (c) wherever used herein, any pronoun or pronouns shall be deemed to include both the singular and plural and to cover all genders;
- (d) this Agreement shall be deemed to have been drafted by each Party and neither this Agreement nor any other agreement, document or instrument referred to herein or executed and delivered in connection herewith shall be construed against any party as the principal draftsman hereof or thereof;
- (e) the headings used in this Agreement are for convenience only and shall not affect the interpretation hereof;
- (f) any reference to any agreement, instrument, deed, contract or other document shall include any amendment, restatement, supplement or other modification thereto from time to time;
- (g) any reference to a Party shall include such Party's successor or permitted assignee in accordance with this Agreement;
- (h) where an action is required by any Party, references to such Party shall be construed to refer to such action taken by Party or its respective representatives duly authorised by such Party thereunto;

- (i) words such as "henceforth," "hereafter," "heretofore," and the like shall be construed as relative to the date hereof;
- (j) words such as "thereof," "thereunder," "therein," "thereto," "thenceforth," "thereafter," "therefore," "therewith," and the like shall correspondingly be construed as relating to the document or event referred thereunto;
- (k) the words "other" and "otherwise" are not to be construed ejusdem generis with any foregoing words where a wider construction is possible;
- (l) the words "including" and "in particular" are to be construed as illustration or emphasis only, and are not to be construed as, nor shall they take effect as, limiting the generality of any foregoing words.

2. GENERAL TERMS

- 2.1. These General Terms of the Agreement are available through the reference placed in the Agreement and form an integral part of the Agreement between the Parties.
- 2.2. Solidgate shall be entitled to change this General Terms at any time by publishing the updated Agreement on the website of Solidgate, the link to which is provided in the Agreement. If the Contractor does not express its disagreement with the proposed changes within 15 (fifteen) days from the amendments publishing, the changes become effective. The Contractor is entitled to immediately terminate the Agreement before the changes become effective.
- 2.3. In the event of any conflict between these General Terms and the Agreement, the General Terms shall take precedence.

3. SERVICES AND FEES

- 3.1. The Contractor shall provide Services to Solidgate in accordance with the Request.
- 3.2. Unless otherwise agreed by the Parties, Solidgate shall pay the Fees for the Services according to the Contractor's standard rates effective at the date of this Agreement.
- 3.3. The Fees (unless disputed by Solidgate in good faith) shall be payable upon a completion of the relevant Request, or within 10 (ten) Business Days of the last day of the calendar month in which the Services were provided, whichever is the earlier, and always provided that upon request of Solidgate the Contractor provides the relevant invoice and other detailed information on the Fees and Services to the reasonable satisfaction of Solidgate not later than 10 (ten) days before the due date for payment.
- 3.4. Where desirable (as determined in Solidgates' sole discretion), Solidgate may make advance payments to the Contractor.
- 3.5. The Parties acknowledge and agree that the payment of the Fees may be made directly by Solidgate or through a third party.

4. PROCEDURE FOR RENDERING THE SERVICES

- 4.1. The Contractor may involve subcontractors, approved with Solidgate in writing, or other third persons for rendering the Services, provided that the Contractor shall remain responsible for the Services rendered and their results, and that Solidgate shall not be liable to pay any costs or fees of such third persons unless the amount of such costs or fees is agreed by Solidgate in advance in writing.
- 4.2. If requested by Solidgate, the Contractor shall within 2 (two) Business Days sign and

provide to Solidgate a transfer and acceptance act and any other documents evidencing the supply of the Services.

5. REPRESENTATIONS AND WARRANTIES

5.1. The Contractor warrants to Solidgate that:

5.1.1. At the date of this Agreement, it has full power and lawful authority to execute and deliver this Agreement and to perform its obligations under this Agreement.

5.1.2. He/she is in all material respects in compliance with and has at all times been, and is not in material default or violation in any respect of any applicable law.

5.1.3. There is no action, suit or proceeding at law or in equity now pending or, to the best of its knowledge, threatened by or against or affecting the Contractor which would impair its right to carry on its business as now conducted or affect its financial conditions or operations or its ability to perform the obligations required under this Agreement.

5.1.4. Any and all information and documentation provided by the Contractor is true, accurate, complete and updated and no information, document or statement provided or made available are untrue, false, incorrect, incomplete or misleading.

5.1.5. It complied, complies and will at all times comply with all Data Protection Laws, including in relation to the information received during the course of the Contractor's Engagement.

5.1.6. It acknowledges its familiarisation with internal policies and procedures of Solidgate, including but not limited to, AML CTF Policy, Data Protection Policy and other relevant policies presented at onboarding, complies and will at all times comply with all and any relevant policies and procedures of Solidgate.

5.1.7. It will not knowingly do anything or allow anything to be done which is likely to harm Solidgate's reputation.

5.2. If any of those representations and warranties may be affected at any time from the date of this Agreement, immediately, but no later than in 5 Business Days, the Contractor shall inform Solidgate on any changes, including regarding the Personal data.

5.3. Except as expressly stated in this Agreement, no representation, inducement or warranty was, prior to the execution of this Agreement, given or made by one of the Parties hereto with the intent of inducing the other Party to enter into this Agreement, and any representations, inducements or warranties that may have been so given are hereby denied and negated.

6. CONFIDENTIALITY

6.1. Subject to the other provisions of this clause, the Contractor shall not make use of, disclose or divulge any Confidential Information to any person, or make any Confidential Information public or available or accessible to any person.

6.2. Clause 6.1 does not prohibit:

(a) any actions made with the prior written consent of Solidgate;

(b) the use or disclosure of certain Confidential Information (other than information referred to under (b) or (c) in the definition of "Confidential Information") to those consultants, officers, directors or employees (as the case may be) of a Group Company or a Related Party who need to know such Confidential Information and are bound by confidentiality obligations to a Group Company or a Related

Party, in each case to the extent necessary in the course of provision of Services by the Contractor;

- (c) actions that must be taken under mandatory rules of applicable law (including pursuant to a court order), provided that the Contractor shall give immediate notice to Solidgate of all relevant circumstances and use reasonable endeavours to provide Solidgate with the opportunity to seek (at Solidgate's expense) a protective order or the equivalent;
- (d) the disclosure of information relating to this Agreement to professional legal and tax advisors of the Contractor to the extent required for the Contractor to exercise rights and fulfil obligations under the Agreement or to pay taxes, provided that such advisors are bound by suitable confidentiality obligations and the Contractor shall ensure that such advisors do not use the information other than for giving advice to the Contractor for the said purposes;
- (e) disclosure of information which has become public (other than through a breach of this Agreement) before such disclosure.

6.3. In addition to other limitations in this clause 6 (Confidentiality), in case the Contractor gains access to any Confidential Information, including via remote- access technologies, the Contractor shall not copy, move, or store Confidential Information onto any local hard drives or removable electronic media, unless explicitly authorized by Solidgate in writing for a defined business need.

6.4. Upon request by Solidgate, the Contractor shall:

- (a) return to Solidgate all Confidential Information, in any form or media, and all copies thereof; and
- (b) delete all Confidential Information from any computers, electronic memory devices, and all other storage, including portable USB storage devices and cell phones that may be used by the Contractor.

6.5. The Contractor shall ensure that the Confidential Information is kept secure and shall use up-to-date antivirus, antispyware, firewall and similar protective measures on each system on which Confidential Information is stored.

6.6. In case Solidgate gives the Contractor access to any servers, computer systems or other physical resources, the Contractor shall not use such access for any purpose other than for the provision of Services to Solidgate.

6.7. The obligations set forth in this clause 6 (Confidentiality) of the Agreement shall survive the termination of this Agreement and shall be effective for so long as the relevant information retains its confidential nature, but not less than for two years from the date of termination of the Engagement.

7. **NON-COMPETITION AND NON-SOLICITATION**

7.1. The Contractor undertakes (for the benefit of Solidgate, Group and Related Parties) that he/she will not (and that he/she will procure that no person connected with him/her will):

- (a) directly or indirectly engage in any Restricted Business in the Restricted Area;
- (b) hold any direct or indirect interest in, or be engaged by, any company or business which is directly or indirectly engaged in any Restricted Business in the Restricted Area (except for securities held in companies listed on an internationally recognised investment exchange and representing less than 1%

(one per cent) of the issued class of such security);

- (c) on behalf of any Restricted Business in the Restricted Area, directly or indirectly solicit or entice, or attempt to solicit or entice, away from any Group Company the business or custom of any person in competition with the Group or a Related Party or accept any business from any such person if it is in competition with the Group or a Related Party;
- (d) directly or indirectly cause or encourage any person to cease to supply goods and/or services to any Group Company or Related Party or to otherwise materially reduce the level, or adversely vary the terms, of any business transacted between the Group, Related Party and such person;
- (e) directly or indirectly solicit or entice, or attempt to solicit or entice, away from any Group Company or a Related Party any person engaged by the Group in a senior management position (including any managing director, director or vice president (or similar designation)), engaged in product development (including any designer or engineer) or in a customer relationship role (including any person whose role within the Group or a Related Party includes significant publicity, marketing or sales activities), provided that the Contractor shall not be in breach of this clause as a result of running a national advertising campaign open to all comers and not specifically targeted at any of the staff of the Group or Related Parties;
- (f) use any Confidential Information in relation to any Restricted Business in the Restricted Area;
- (g) make any investments in Restricted Business without prior disclosure to Solidgate as well as take any executive positions in such companies and/or participate in day-to-day activities of such companies without prior disclosure to Solidgate; or
- (h) encourage, assist or facilitate any person undertaking any of those matters described in this clause, in each case for so long as the Contractor remains engaged as an officer, director, employee or consultant of a Group Company or a Related Party and for a period of 2 (two) years thereafter (the "Non-Compete Period"); provided however, in the event that the Contractor ceases to be an officer, director, employee or consultant of the Group or a Related Party by way of removal or termination by the board of directors or shareholders of Solidgate without cause, and in circumstances in which the Contractor does not hold any other position as an officer, director, employee or consultant of a Group Company or a Related Party, the Non-Compete Period in respect to the Contractor shall be 1 (one) year.

7.2. Each of the restrictions contained in this clause is separate and distinct and is to be construed separately from the other such restrictions.

7.3. The Contractor hereby acknowledges that he/she considers the restrictions contained in this clause to be reasonable and that the duration, extent and application of each of these restrictions is no greater than is necessary for the protection of the goodwill of the businesses of the Group and that Solidgate had entered into this Agreement in reliance thereon.

8. INTELLECTUAL PROPERTY RIGHTS

8.1. All Relevant IP Rights shall belong to Solidgate, and are hereby assigned to Solidgate (including by way of assignment of future rights). Without prejudice to the immediately preceding sentence, the Contractor hereby irrevocably waives any rights to the Relevant

IP Rights (including any that have been created in the past) and agrees that Solidgate shall be the sole owner of the Relevant IP Rights.

- 8.2. The Contractor shall execute all documents and do all things which are reasonably necessary or desirable for perfecting the assignment of the Relevant IP Rights assigned to Solidgate and for obtaining such protections in respect thereof (including by way of patent) as Solidgate considers necessary or desirable. In particular, if requested by Solidgate, the Contractor shall sign and provide to Solidgate:
- (a) transfer and acceptance acts and any other documents describing the Relevant IP Objects and Relevant IP Rights and evidencing their assignment to Solidgate; and
 - (b) in case the assignment hereunder does not comply with any laws, regulations or practice in any relevant jurisdictions, additional agreements relating to such assignment that comply with such laws, regulations and practice. In case Solidgate gives the respective written directions to the Contractor under this clause, out of pocket expenses reasonably incurred by the Contractor in complying with such directions of Solidgate shall be reimbursed by Solidgate.
- 8.3. All Relevant IP Objects shall be the property of Solidgate, and the Contractor shall deliver the same to Solidgate.
- 8.4. The Contractor hereby irrevocably appoints Solidgate to be his/her attorney in his/her name and on his/her behalf (at Solidgate's expense) to sign or execute any document or do anything which relates to Intellectual Property Rights for the purpose of giving to Solidgate the full benefit of the provisions of this clause and, in favour of any third party.
- 8.5. The Contractor waives all moral rights and all similar and analogous rights in respect of the Relevant IP Objects (whether arising under Chapter IV of the Copyright Designs and Patents Act 1988 or otherwise) to the extent permissible under the relevant legislation.
- 8.6. Without prejudice to clause 6 (Confidentiality) hereof, the Contractor shall keep all information relating to the Intellectual Property Rights of the Group or Related Parties confidential during the course of his/her Engagement as an officer, employee or consultant of a Group Company or a Related Party and for a period of 2 (two) years from the termination thereof. Such Contractor shall not assign or otherwise make Relevant IP Rights available to third parties.
- 8.7. No Contractor will engage any third party in the creation of Relevant IP Rights or Relevant IP Objects where such engagement may result in the creation of the third-party rights to the Relevant IP Rights or Relevant IP Objects.
- 8.8. The Relevant IP Rights and Relevant IP Objects created by the Contractor shall not infringe any third parties' rights. In case of such infringement, such Contractor shall fully indemnify and hold harmless the Group and Related Parties from and against any such infringement.
- 8.9. Without limiting the generality of the foregoing, from the moment of creation of each Relevant IP Object (or, if such Relevant IP Object was created before the date hereof, from the earliest moment in time allowed under applicable law), Solidgate shall have the following exclusive proprietary intellectual property rights with respect thereto:
- 8.9.1. exclusive right to use each Relevant IP Object in any form and in any way, including the right to do the following:
- (a) full or partial reproduction of the Relevant IP Objects in any form or format, in any way, in any number of copies, using any and all media, in any material form

- or otherwise;
- (b) any public performance and any broadcasting of any and all Relevant IP Objects;
 - (c) public demonstration and public display of the Relevant IP Objects, including but not limited, with advertising or informing purposes;
 - (d) publication, launching, exposure, operating, making available of the Software and other Relevant IP Objects, in any form, by any method, to any number of persons, whether on any central or local units or otherwise, including under Solidgate's name, commercial name, firm name, and/or trademark, and including any repeated publication, launching, exposure and making available;
 - (e) any translation of the Relevant IP Objects, any transcription thereof into another computer language;
 - (f) the Modification of any Relevant IP Objects; creation of derivative works, independent Relevant IP Objects on the basis of the Relevant IP Objects;
 - (g) integration of the Relevant IP Objects into any systems; inclusion of the Relevant IP Objects as integral parts into computer programs, computer games, online games, databases, interfaces, other forms readable by computer, to compilations, anthologies, encyclopedias etc.;
 - (h) distributing, offering, selling, transferring disposing, alienating, granting into property lease, lending the Relevant IP Objects, both for the first time and subsequently, and whether in exchange for payment or otherwise;
 - (i) providing the Relevant IP Objects to the public knowledge in any way; providing access to the Relevant IP Objects in any form (whether as source program, object program or otherwise) to an unlimited number of persons, including by way of net access, including Internet, and by other means;
 - (j) import and export of copies of the Relevant IP Objects;
 - (k) marketing of the Relevant IP Objects in any form and by any means, using the Relevant IP Objects in advertising, including without limitation through Internet, radio, television, in printed mass media and other mass media;
 - (l) filing applications for registration and obtaining title documents (certificates, patents, etc.) in the Contractor's country of residence and worldwide with respect to copyright, inventions, utility models, industrial designs, topographies of integrated circuits and other types of intellectual property objects based on the Relevant IP Objects and transfer of right to obtain any such title documents to the third party. The Contractor shall assist Solidgate in filing any and all such applications;
- 8.9.2. the exclusive proprietary right to authorize or prohibit the use of the Relevant IP Objects by other persons;
- 8.9.3. the exclusive right to prevent illegal use of the Relevant IP Objects, including the prohibition of any such use;
- 8.9.4. any and all other proprietary rights to the Relevant IP Objects.
- 8.10. The exclusive proprietary rights of Solidgate to the Relevant IP Objects shall extend to the territory of all countries of the world with no restriction. Such rights shall belong to Solidgate for the whole period of validity of such rights.

- 8.11. Solidgate shall have the right to transfer any and all of its rights hereunder to third parties, including the Relevant IP Rights and the exclusive proprietary intellectual property rights to the Relevant IP Objects, in full and/or in part at the sole discretion of Solidgate and without the need for any consent of the Contractor.
- 8.12. The Contractor hereby irrevocably allows Solidgate not to indicate the Contractor's name on the Relevant IP Objects and their samples.
- 8.13. The Contractor hereby grants Solidgate with the right to Modify the Relevant IP Objects from time to time, or to have third parties carry out any such Modifications, in each case, without the need for any further or separate approval or consent of the Contractor. The Contractor agrees that no such Modification shall be deemed to violate any of the Contractor's rights, including any right to the integrity of the Relevant IP Objects.
- 8.14. The Parties agreed that the remuneration to the Contractor for the Relevant IP Rights and the Relevant IP Objects (the "IP Remuneration") shall be included in the amount of the Fees. The IP Remuneration need not: (a) be paid by separate payments or otherwise separated from the amount of the Fees; or (b) be expressly designated as remuneration for Relevant IP Rights and the Relevant IP Objects in the details of the payment or otherwise.
- 8.15. Without prejudice to the immediately preceding clause, to the extent that an applicable mandatory rule of the law requires the amount of IP Remuneration to be expressly determined, such remuneration shall, for the purposes of that rule only, be deemed to be the higher of:
- (a) the minimum amount of such remuneration required by any applicable mandatory rules of law (if any);
 - (b) the aggregate amount of USD 100 (one hundred U.S. dollars); and
 - (c) if the immediately following clause 8.16 applies, the amounts determined pursuant to that clause.
- 8.16. To the extent that an applicable mandatory rule of the law requires the mode of payment of the IP Remuneration to be expressly determined, for the purposes of such rule of law the mode of payment shall be deemed to be as follows: if the amount in (a) or (c) applies, they shall be deemed payable on demand; if the amount in (b) applies, it shall be deemed payable within 2 months from the date of the Agreement at a single occasion or by instalments on several occasions at the option of Solidgate. The Contractor confirms that the IP Remuneration is adequate, and no other remuneration for the Relevant IP Rights or the Relevant IP Objects shall be due or payable to the Contractor. To the maximum extent allowed under applicable law, the Contractor waives any right it may have to challenge the assignment of the Relevant IP Rights to Solidgate, or the effect of any other provisions of the Agreement, by reason of any failure on the part of Solidgate to pay the said remuneration.
- 8.17. If, apart from this clause, the assignment of the Relevant IP Rights and the Relevant IP Objects to Solidgate would be unenforceable in full or in part, but the application of this clause would make it enforceable, then this clause shall apply. In such case, the amount of remuneration in respect of Relevant IP Rights created in a given calendar month shall, for the purposes of the rule of the law referred to in clause 8.15 only, be deemed to be 1% (one per cent) of the Fees (exclusive of IP Remuneration) agreed to be payable for Services rendered in that calendar month (and the amount of Fees agreed to be payable for Services shall be deemed to be equal to the amounts actually paid minus the relevant IP Remuneration, unless other amounts of Fees that are expressly exclusive of IP Remuneration are agreed by the Parties in writing).

9. PERSONAL DATA

- 9.1. Solidgate will process the Contractor's Personal data in accordance with the privacy notice available at: <https://solidgate.com/privacypolicy>.

10. RESPONSIBILITY OF THE PARTIES

- 10.1. The Party in breach of this Agreement shall pay damages and costs incurred by the other Party in enforcing its rights hereunder (including reasonable legal fees and disbursements).

11. TERM AND TERMINATION

- 11.1. This Agreement shall be valid until terminated in accordance with its terms.
- 11.2. This Agreement may be terminated by any Party by giving a 15 (fifteen) days' prior written notice. In case of breach by the Contractor of any provision of clauses 6 (Confidentiality), 7 (Non-competition and Non-solicitation) and 8 (Intellectual Property Rights), or in case of the Contractor's failure to respond to Solidgate's requests within 5 (five) Business Days, Solidgate may terminate this Agreement immediately without any prior notice.
- 11.3. Termination or expiry of this Agreement shall not affect any rights, remedies, obligations or liabilities of the Parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the Agreement which existed at or before the date of termination or expiry.
- 11.4. Upon termination of this Agreement, the Contractor shall undertake all actions listed in clause 6.4 hereof.

12. SURVIVAL

- 12.1. The provisions of clauses 6 (Confidentiality), 7 (Non-competition and Non-solicitation) and 8 (Intellectual Property Rights) as well as any other terms which by their nature should survive termination of this Agreement shall survive any expiry or termination of this Agreement.

13. COMPLIANCE WITH LAWS

- 13.1. The Contractor shall:
- (a) obtain, and keep in effect, any permits and licenses required for the Contractor to carry out this Agreement and receive the Fees;
 - (b) pay all required taxes and government charges required to be paid in connection with this Agreement in the jurisdiction or jurisdictions of residence of the Contractor and, if different (and applicable), the jurisdiction or jurisdictions of the Contractor's nationality; and
 - (c) otherwise ensure that the Contractor complies with the laws and regulations in the said jurisdictions.

14. REMEDIES

- 14.1. Each Party agrees that breach of this Agreement will give rise to irreparable injury for which:
- (a) money damages may not be a sufficient remedy for any breach of this Agreement by such Party;

- (b) the other Party may be entitled to specific performance and injunction and other equitable relief with respect to any such breach;
- (c) such remedies will not be the exclusive remedies for any such breach, but will be in addition to all other remedies available at law or in equity; and
- (d) in the event of litigation relating to this Agreement, if a court of competent jurisdiction determines in a final non-appealable order that one Party, or any of its representatives, has breached this Agreement, such Party will be liable for reasonable legal fees and expenses incurred by the other Party in connection with such litigation, including, but not limited to, any appeals.

14.2. The rights and remedies provided under this Agreement are in addition to, and not exclusive of, any rights or remedies provided by law.

15. **ANTI-BRIBERY AND CORRUPTION**

15.1. Solidgate expects the highest standards of integrity in relation to the Contractor's dealings with Solidgate's employees, customers, suppliers, agents and subcontractors and with any government official.

15.2. The Contractor is prohibited from promising, offering, giving, authorising or accepting any Bribe in any form, directly or indirectly.

15.3. The Contractor is required not to give or receive Hospitality, Entertainment or Gifts if these are intended, or could be reasonably interpreted, as a reward or encouragement for a favour or preferential treatment in connection with Solidgate's business.

15.4. The Contractor is prohibited from making any direct or indirect contributions to political parties, organisations or individuals engaged in politics, or any charitable contribution or sponsorship as a way of obtaining advantage in business transactions.

15.5. The Contractor is prohibited from making any direct or indirect illicit or secret payments or transfers of value to government officials and from giving Hospitality, Entertainment or Gifts to government officials.

15.6. Where the Contractor suspects, believes or knows that an act of bribery or corruption is being considered or carried out, the Contractor is required to report this to Solidgate.

16. **WAIVER**

16.1. No failure or delay by a party to exercise any right or remedy provided under this Agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

17. **SEVERABILITY**

17.1. If, at any time, any provision of this Agreement is or becomes illegal, invalid or unenforceable in any respect under any law of any jurisdiction:

- (a) neither the legality, validity or enforceability of the remaining provisions nor the legality, validity or enforceability of such provision under the law of any other jurisdiction will in any way be affected or impaired;
- (b) subject to paragraph (a), the provision shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable; if such modification is not

possible, the relevant provision or part shall be deemed deleted. Any modification to or deletion of a provision or part- provision under this clause shall not affect the validity and enforceability of the rest of this Agreement.

- 17.2. If any provision or part-provision of this Agreement is invalid, illegal or unenforceable, the parties shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision.

18. **ENTIRE AGREEMENT**

- 18.1. This Agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

- 18.2. Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Agreement. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this Agreement.

- 18.3. Nothing in this clause shall limit or exclude any liability for fraud.

19. **ASSIGNMENT AND OTHER DEALINGS**

- 19.1. Solidgate may at any time assign, mortgage, charge, declare a trust over or deal in any other manner with any or all of its rights under this Agreement.

20. **NO PARTNERSHIP OR AGENCY**

- 20.1. Nothing in this Agreement is intended to, or shall be deemed to, establish any employee-employer relationship, partnership or joint venture between any of the parties, constitute any party the agent of another party, or authorise any party to make or enter into any commitments for or on behalf of any other party.

- 20.2. Solidgate may be party to the Agreement as principal, as an undisclosed agent or otherwise.

21. **THIRD PARTY RIGHTS**

- 21.1. Subject to clause 19 (Assignment and other Dealings), no one other than a party to this Agreement shall have any right to enforce any of its terms.

22. **NOTICES**

- 22.1. All communication, notices or reports permitted or required under this Agreement shall be in writing and in English.

- 22.2. All notices shall be by personal delivery, nationally recognized overnight courier service or by certified or registered mail, return receipt requested or by email, stated herein, and shall be deemed given upon the earlier of actual receipt or 1 (one) day after deposit with the courier service, 5 (five) days after deposit in the mail, or receipt by sender of confirmation of electronic transmission or on the date when the email has been sent. Notices shall be sent to the addresses set forth herein or such other address as either Party may specify in writing.

23. **EXECUTION**

- 23.1. This Agreement may be executed in two or more counterparts in English (which both Parties understand properly), all of which when taken together shall be considered one and the same agreement and shall become effective when counterparts of the Schedule have been signed by each Party and delivered to each other Party, it being understood that the parties need not sign the same counterpart. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a “.pdf” format data file, such signature shall create a valid and binding obligation of the Party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or “.pdf” signature page were an original thereof.
- 23.2. The Agreement can be accepted and thus executed in electronic form (e.g., by an electronic or other means of demonstrating assent) and Contractor’s acceptance will be deemed binding between the Parties. The Contractor cannot contest the validity or enforceability of this Agreement, including under any applicable statute of frauds, because it was accepted or signed in electronic form. Electronically maintained records when produced in hard copy form shall constitute business records and shall have the same validity as any other generally recognized business records.

24. **COUNTERPARTS**

- 24.1. This Agreement may be executed in any number of counterparts, each of which when executed shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement.
- 24.2. Transmission of an executed counterpart of this Agreement (but for the avoidance of doubt not just a signature page) by (a) fax or (b) email (in PDF, JPEG or other agreed format) shall take effect as delivery of an executed counterpart of this Agreement. If either method of delivery is adopted, without prejudice to the validity of the Agreement thus made, each party shall provide the others with the original of such counterpart as soon as reasonably possible thereafter.
- 24.3. The Contractor's obligations hereunder shall be effective from the moment of execution by the Contractor of at least one counterpart of this Agreement, irrespective of whether or not this Agreement has been executed by Solidgate.

25. **GOVERNING LAW AND DISPUTE RESOLUTION**

- 25.1. This Agreement shall be governed by the Law of England and Wales. Each Party to this Agreement irrevocably agrees that the courts of England shall have exclusive jurisdiction to hear, settle and/or determine any dispute, controversy or claim (including any non-contractual dispute, controversy or claim) arising out of or in connection with this Agreement, including any question regarding its existence, validity, formation or termination. For these purposes, each Party irrevocably submits to the jurisdiction of the English courts.

26. **FORCE MAJEURE**

- 26.1. The Parties shall not be responsible for any failure to perform its obligations under this Agreement if such failure is caused by acts of God, war, terrorism, civil insurrection, acts of militia or military, strikes, revolutions, lack or failure of transportation or communications facilities, changes to the applicable law, or other causes that are beyond Parties’ reasonable control. In the event of such a failure, Parties’ obligations shall be suspended until such time as the cessation of all causes of such failure.