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ALERT SERVICES AGREEMENT

Version 2.1.2, May 2022

WHEREAS:

(A)   WHEREAS, the Company wishes to engage Solidgate for the provision of Services as described herein.

(B)   WHEREAS, Solidgate has agreed to supply the said 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, the Parties hereto agree as follows:

1.   **CONDITIONS PRECEDENT**

1.1.   The following shall be the condition precedent for Solidgate to start rendering the Services:

1.1.1.   The Company has integrated with Solidgate through the Technical Solution;

1.1.2.   The Company successfully underwent the verification and due diligence processes, by providing the Company Information requested by Solidgate.

1.1.3.   The Company provided Solidgate by email, defined in this Agreement, with the following information:

(a)   Acquirer BIN;

(b)   Acquirer CAID number;

(c)   Payment Descriptor;

(d)   d.b.a. (doing business as);

(e)   Company's legal entity name; and

(f)   MCC.

1.1.4.   The Company granted the Acquirer and other third-party service providers (if any) an irrevocable consent (for the term of the Agreement) to provide Solidgate with information regarding Company's Transactions made through the Technical Solution;

1.2.   If the Company becomes incompliant with any of the conditions precedent set out in clause 1.1, Solidgate shall have the right to suspend rendering Services until the Company is compliant again.

1.3.   In consideration of the Fees and subject to the Company's conformity with the Agreement, Solidgate shall render Services as set out in this Agreement.

2.   **SERVICES**

2.1.   Solidgate shall render the Services agreed in Schedule(s) to this Agreement.

2.2.   The change in Applicable Laws may affect Solidgate's ability to provide and Company's ability to receive the Services.

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2.3.   Solidgate is authorised to suspend rendering the Services as necessary to conduct maintenance, upgrade, repair and/or provide other necessary attention to Solidgate's Technical Solution, servers or equipment. Solidgate will have reasonable discretion to determine when to suspend Services and shall give the 5 days e-mail written notice on such suspension.

2.4.   Without derogating from any other right available to Solidgate under this Agreement, Applicable Laws or otherwise, on the basis of risk management considerations or where required to comply with the Applicable Law Solidgate, in its sole discretion, has the right to suspend the Services in any jurisdiction at any time and for any period of time.

2.5.   Solidgate reserves the right to use third-party service providers in rendering any of the Services to the Company. Solidgate shall exercise reasonable care while choosing the provider. Solidgate accepts no liability for the provision of the Services by any third party.

3.   **FEES**

3.1.   The Company shall pay the Fees defined in Schedule(s) to the Agreement. The Fees shall be confirmed by an invoice (or an electronic invoice) issued by Solidgate on a monthly basis. The net Fees due shall be paid by the Company to Solidgate's bank account stipulated in the invoice within ten (10) calendar days of receiving the invoice.

3.2.   Solidgate shall have the right, for its sole discretion, to issue the invoice to Company if the Fees exceed USD 10,000 (or an equivalent). This does not restrict Solidgate to issue the invoice at the end of the month as per clause 3.1.

3.3.   Alternatively to the payment of the Fees under clause 3.1, Company may authorise the Acquirer and/or other financial institution having contractual relations with the Company to deduct the Fees in favour of Solidgate under the respective agreement with such Acquirer and/or other financial institution. The Company shall inform Solidgate on such authorisation. The Fees shall be then paid within the time limits stipulated in clause 3.1. If Company cancels the authorisation for withdrawal, Solidgate shall have the right to invoice the Company under the clause 3.1.

3.4.   In case invoice is over thirty (30) days past due, there will be a 10% late-payment fee in favour of Solidgate. Solidgate also will be entitled at any time to suspend providing Services or apply to the Acquirers (and/or other relevant third parties involved) with instructions to debit the Company's bank account for repayment of any sums that are due and owing by the Company to Solidgate, and the Company irrevocably authorises its financial institution to accept such instructions.

3.5.   If the Company has any valid reason for disputing any amount of an invoice, the Company shall notify Solidgate in writing within five (5) business days of receipt of the disputed invoice. Within five (5) business days of receipt of the notification from the Company, Solidgate shall decide whether the invoice amount is disputed reasonably. If Solidgate accepts the Company's objections, the respective adjustments will be made and the Company shall pay the adjusted sum within five (5) business days when the adjust invoice has been sent. If Solidgate rejects the Company's objections, the Company shall pay the Fees defined in the initial invoice.

3.6.   All payments made by Company to Solidgate are non-refundable. Payment made by Company to Solidgate confirms the Company's agreement with the Fees defined in the invoice.

3.7.   All fees payable to Solidgate under this Agreement are exclusive of value added tax and any additional or other taxes, charges or duties which may be imposed in connection with any and all payments made or due hereunder and shall, if applicable, be borne by the Company. In case value added tax or any other sales tax is or becomes chargeable (retroactively or going forward) in accordance with applicable laws, Solidgate shall add such amount to the Fees accordingly.

3.8. Any fees or amounts paid by the Company, whether directly or by way of set-off, deduction or otherwise, to Acquirers or other third-party service providers, shall not affect nor derogate from Company's obligation to pay all the Fees due to Solidgate hereunder.

3.9. Any repayment of funds to the End User for the execution of the Transaction (as a result of the Chargeback or otherwise) is subject to the following terms:

(a) the Company is solely responsible for repayment of funds, on the terms indicated in the agreement with the Acquirer (and/or other service providers (if any)); and

(b) the Fees charged by Solidgate in relation to execution of such Transaction is not to be returned to the Company.

3.10. The Company shall meet all costs associated with its compliance with the Applicable Law.

4. **AMENDMENTS**

4.1. Solidgate shall have the right, upon a three (3) day notice, to change any of the Services if:

(a) Company requests so;

(b) The changes are made at the Card Scheme(s) and/or other third-party's request;

(c) The changes are imposed upon Solidgate under the Applicable Law;

(d) The change is required on the basis of risk management considerations of Solidgate;

(e) Company fails to fulfil its obligations under the Agreement.

4.2. Solidgate shall have the right, upon a ten (10) day notice, to change any provision of the Agreement, including but not limited, with regards to Clause 3 of the Agreement, if:

(a) The changes are made at the Card Scheme(s) and/or other third-party's request;

(b) The changes are imposed upon Solidgate under the Applicable Law;

(c) The change is required on the basis of risk management considerations of Solidgate;

(d) Company fails to fulfil its obligations under the Agreement.

4.3. If the Company does not accept the changes prescribed in clause 4.2 of the Agreement, it has the right to terminate the Agreement before the new provisions enter into force. After the said term, the new changes are considered accepted and in force.

5. **PROHIBITED ACTIONS**

5.1. It is prohibited to the Company to:

5.1.1. Use the Services in a way that infringes Applicable Laws, good practices, rights of third parties, or the policies of the Acquirers.

5.1.2. Use the Services to handle the Transactions on the websites and in IT environments that were not previously approved by Solidgate.

5.1.3. Use the Services to process notifications received not via the Technical Solution

5.1.4. Fail to protect the data relating to its End Users, which is collected and stored by the Company against unauthorised access. The Company shall immediately notify Solidgate if the Company reasonably believes that there has been any security breach including but not limited to instances of unauthorised access or attempt to access Transaction data or sensitive

End-User data, where there is a suspected or confirmed damage, loss or theft of Transaction data or sensitive End-User data.

5.1.5.   Conduct activity or use the Services in a way that may result in complaints, disputes, charges, penalties and other burdens to Solidgate or the third parties.

5.1.6.   Take actions or omissions that may expose Solidgate to credit risk, risk of fraud, breach of duties related to anti-money laundering and terrorist financing or other statutory obligations or a sudden increase of risk (assessed under the procedures adopted by Solidgate based on the Company Information and other information available).

5.1.7.   Take any actions, as a result of which the Technical Solution or any part of Solidgate's infrastructure will be negatively affected.

5.1.8.   Engage in misleading or deceptive conduct nor to use Services itself or permit others to use the Services for any improper, immoral, or unlawful purposes.

6.   **STANDARD CLAUSES**

6.1.   The Standard Clauses, available at https://solidgate.com/ssc/ are the integral part of this Agreement and the Company by signing the Agreement or the Schedule A to this Agreement acknowledges and accepts them.

7.   **DATA PROTECTION**

7.1.   Solidgate attests that it will not process any personal data of End Users in course of the provision of the Services.

7.2.   The categories of data which will be processed by Solidgate may include:

(a)   alert ID;

(b)   merchant (Company);

(c)   call types, terminal ID, card acceptor ID;

(d)   transaction type and date;

(e)   authorization date and time;

(f)   personal account number (only the first six and last four digits);

(g)   transaction ID, purchase identified, transaction amount, authorization code; and

(h)   Arn, Rrn, Stan, MCSN.

7.3.   The Company agrees to receive commercial and marketing information from Solidgate.