

PARTNERSHIP AGREEMENT

This Partnership Agreement (the "Agreement") is concluded as of **January 10, 2022** (the "Effective Date") by and between:

Taktonum Group N.V., a company incorporated in Curacao under the company number 159208, with its registered office at Abraham de Veerstraat 9, Curacao, (the "Partner I"), and

Aurasoft Ltd., a company incorporated in Cyprus under the company number HE421898 and registered office at 18 Souliou, Strovolos, Nicosia, 2018, Cyprus, (the "Partner II"),

hereinafter collectively referred to as the "Parties", and separately – a "Party".

WITNESSETH THE FOLLOWING:

WHEREAS Partner I and Partner II are affiliated companies, being controlled and managed by the same Ultimate Beneficial Owner (the "UBO"), and

WHEREAS Partner I wishes to employ the Services of Partner II under the terms and conditions of this Agreement, and

WHEREAS Partner II wishes to provide the Services to Partner I under the terms and conditions of this Agreement,

NOW IT IS HEREBY AGREED AS FOLLOWS:

1. Nature of Services

- 1.1. The Parties agreed that the business of the Partner I shall be managed and directed solely by the Partner II. Therefore, Partner I shall fully comply with the Partner II directions and provide any information requested by the Partner II. Partner II shall provide management, administration, consulting, support and operational services and conduct of the affairs and banking transactions of the Partner I (the "Services"). The Services shall include, but are not limited to, various administration related services, such as contracts preparation and accounts recording, administration of processing and handling all the business, banking and processing related affairs and Partner I transactions, as well as representing and negotiating with different banks, processors and payment system companies the terms and details of various transaction contracts.
- 1.2. Partner II acts on behalf of Partner I on entering into various clearing agreements with PSPs, the Parties have agreed that Partner II acts exclusively as an agent on behalf of the Partner I.
- 1.3. The clearing process occurs at Partner's I own expense.
- 1.4. Clearing funds are funds that are in the process of clearing and reconciliation.
- 1.5. Cleared funds are the balance in a merchant account that is able to be withdrawn or used in financial transactions.
- 1.6. Clearing funds are owned by the Partner I and the partner II does not bear any risks or rewards for the clearing of funds.

2. Duration

This Partnership Agreement shall commence on January 10, 2022 and will continue to be in force until terminated in accordance with the provisions specified herein.

3. Partners Duties

Partner I duties:

- a) Partner I shall prepare and deliver to Partner II on or before the end of each fiscal quarter a financial statement showing the results of Partner I operation for the preceding quarter and the year to date. Figures contained in such statement shall be taken from the books of account and records maintained by Partner I.
- b) Partner I shall keep full and adequate books of account and other complete records of all transactions, which will reflect results of these operations.
- c) All such accounting or other documents shall be made available to Partner II for examination, inspection and audit as per Partner II request.
- d) Partner I shall follow up with all the Partner II recommendations and guidelines.

Partner II duties:

- a) Services shall be carried out by Partner II with all due dispatch, care, accuracy and attention, and in compliance with the highest standards of relevant established current practice.
- b) Partner II shall be dealing with Partner I activities and operations in the highest professional manner and shall devote all time necessary to achieve set goals.
- c) Partner II shall not at any time during or after this Partnership Agreement termination disclose any information relating to Partner I or its customers, affiliates and partners, or any trade secrets, or any other sensitive information which comes into his possession in the course of the Partnership Agreement duration to any person whosoever.

4. Partnership Agreement Termination or Breach

- a) Breach of any of the Agreement terms and conditions by any of the Parties will automatically give the other Party a right to terminate the Agreement with immediate effect.
- b) Breach of any of the Agreement terms and conditions by any of the Parties will automatically give the other Party a right to claim for and receive payment for any damages it may have suffered.

5. Data Protection

- 5.1. Partner I and Partner II acknowledge and agree that in the course of fulfillment of their obligations hereunder they may be subject to the requirements foreseen by the General Data Protection Act (REGULATION (EU) 2016/679) ('GDPR').
- 5.2. Partners hereby acknowledge that with regard to the personal data of 'End Users' Partner I shall act as Data Controller and Partner II as Data processor.
- 5.3. In connection thereto, Partner II shall:
 - a. process personal data on instructions from the Partner I, and inform the Partner I if it believes said instruction infringes on the GDPR (28.3) and may not opportunistically use or mine personal data it is entrusted with for purposes not outlined by the data controller.

- b. Obtain written permission from the Partner I before engaging a subcontractor (28.2), and assume full liability for failures of subcontractors to meet the GDPR (28.4)
- c. Upon request, delete or return all personal data to the Partner I at the end of data processing service contract (28.3.g)
- d. Enable and contribute to compliance audits conducted by the Partner I or a representative of the Partner I (28.3.h)
- e. Take reasonable steps to secure data, such as encryption and pseudonymization, stability and uptime, backup and disaster recovery, and regular security testing (32.1)
- f. Notify Partner II without undue delay upon learning of data breaches (33.2)
- g. Restrict personal data transfer to a third country only if legal safeguards are obtained.

6. Notices

- a) Any demand, notice or other communication and/or any correspondence to be given in connection with the Agreement shall be made in writing and may be given by personal delivery, by facsimile transmission, or by registered mail to the addresses provided on the first page of the Agreement, or to such other addresses, as may be designated through notice by either Party to the other.
- b) Any communication given by personal delivery shall be conclusively deemed to have been given on the day the actual delivery thereof and, if made or given by registered mail, on the 10th (tenth) day, other than Saturday or Sunday or statutory holiday in Cyprus, following the deposit thereof in the mail.

7. Miscellaneous

- a) Any alterations, modifications and/or amendments to the Agreement shall be made in writing upon the mutual consent of both Parties.
- b) No assignment of any rights or obligations under the Agreement is permitted by any Party.
- c) If any provision of the Agreement is determined to be invalid or unenforceable in whole or in part, such invalidity or unenforceability shall relate only to such provision or part thereof, and the remaining part of such provision and all other provisions hereof shall continue in full force and effect.
- d) The Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and cancels and supersedes any prior agreements and understandings between the Parties with respect to the subject matter hereof.
- e) The Agreement is governed by and shall be construed in accordance with the laws of Cyprus.
- f) Parties submit any disputes to the non-exclusive jurisdiction of the Cyprus courts.

IN WITNESS WHEREOF, the Parties hereto have executed the Agreement:

Taktonum Group N.V. represented by
director Maryna Avramenko

Aurasoft Ltd represented by director
Kyriacos Mettis

By: _____

Name: *Maryna Avramenko*

Title: *Director*

Date: *10.01.2022*

By: _____

Name: *Kyriacos Mettis*

Title: *Director*

Date: *10.01.2022*

