

Crypto Processing Agreement

This Crypto Processing Agreement (the "**Agreement**") is concluded on **31-07-2026** (the "**Effective Date**") by and between:

- (1) **AlphaPo Solution Inc.**, a business company incorporated under the laws of the Republic of Panama under the company number 155748730, located at Panama City, Republic of Panama with its resident agent's office at Advance Tower Building, First floor, RicardoAries Street, Panama City, Republic of Panama (the "**Processor**"), and
- (2) **Luxsoft N.V.**, a company registered under the Law of Curaçao under registration No. 166297, registered on February 13, 2024, with its registered address at Seru Loraweg 17 C, Curaçao (the "**Merchant**"),

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

The purpose of this Agreement is to set terms and conditions under which the Merchant can make use of cryptocurrency payment processing and storage services (collectively – the "**Services**") provided by the Processor.

1. Eligibility.

1.1. The Services are not available to persons under the age of majority (usually 18 years of age or older); persons who are suspended or removed from using the Services; persons who are not in compliance with this Agreement; and persons who are not lawfully permitted to use the Services, cannot enter into legally binding contracts or who, in Processor's sole opinion, present an unacceptable level of risk to the Processor, the Services or to others. Any use of the Services by anyone who falls within such categories is strictly prohibited and in violation of this Agreement. In order to use the Services, the Merchant must register for a merchant account (the "**Account**") and accept the terms and conditions of this Agreement and Privacy Policy incorporated herein as Appendix A. The Processor may, in its sole discretion, refuse to open the Account for the Merchant or limit the number of Accounts that the Merchant may hold. When creating the Account, the Merchant must provide accurate and complete information, and the Merchant must keep this information up to date. The Merchant may never use another merchant's account or take virtual currency or funds from another merchant's account without permission.

1.2. If a person opens the Account on behalf of an organization, or other entity, then (i) “Merchant” includes such person and that entity, and (ii) such person represents and warrants that they are an authorized representative of the organization or entity with the authority to bind the organization or entity to this Agreement, and that the person agrees to this Agreement on the entity’s or organization’s behalf.

1.3. The Services are not available in every jurisdiction and the Processor reserves the right to select the markets and jurisdictions where the Processor provides the Services. Persons and entities in jurisdictions where the Processor does not provide the Services are prohibited from using or accessing any of the Services.

2. Merchant Services.

2.1. Virtual Currency wallet service enables the Merchant to store, transfer, and manage its balances of certain supported virtual currencies (collectively, “**Virtual Currency Transactions**”). The Processor will process Virtual Currency Transactions in accordance with the instructions it receives from the Merchant.

2.2. Virtual Currency processing service enables the Merchant to receive payments for goods and services from its clients, and make pay-outs to its clients in Virtual Currency on the checkout of its platform.

2.3. The Processor may refuse to process or cancel any pending Virtual Currency Transaction as required by law or any court or other authority to which the Processor is subject in any jurisdiction. The Processor further reserves the right to delay any Virtual Currency Transaction if the Processor perceives a risk of fraud or illegal activity. The Processor also has the right to refuse to process or cancel any Virtual Currency Transaction due to technological issues with the blockchain software, its own software, or for other technological reasons.

2.4. The Services are available only in connection with those virtual currencies that the Processor supports which may change from time to time. The Merchant will not use the Account or its virtual currency wallet to store, send, request, or receive virtual currencies in any form that the Processor does not support (the Processor will use reasonable efforts to help the Merchant move or sell virtual currency that the Processor no longer supports). The Processor assumes no responsibility or liability in connection with

any attempt to use the Account or virtual currency wallet for virtual currencies that the Processor does not support.

2.5. The Merchant acknowledges that: (i) the Processor is not a bank or brokerage and the Services provided are facilitation services rather than banking services; and (ii) the Processor is not acting as a trustee, fiduciary or escrow with respect to the Merchant's virtual currency or funds, but is acting only as a service provider.

2.6. The Merchant agrees that the Merchant will not receive interest or other earnings in the Account or virtual currency wallet from the use of the Services except through its own Virtual Currency Transactions and the Processor has no responsibility or liability to the Merchant for Virtual Currency Transactions conducted by the Merchant or conducted by the Processor in accordance with Merchant's instructions. The Merchant is prohibited from using the Services for any illegal or fraudulent purposes or for the purpose of consummating transactions for any other parties.

2.7. By initiating Virtual Currency Transactions or by sending and receiving virtual currency, the Merchant appoints the Processor as its nominee custodian to

manage the Account where it is appropriate in the sole opinion of the Processor or by Merchant's instruction. Should the Processor suffer any damage, expense, liability, cost or loss from the Merchant's use of the Services, the Merchant shall indemnify and reimburse the Processor in full for such damage, expense, liability, cost or loss within five days of receiving an invoice from the Processor (the "Payment Deadline"). If the Merchant fails to pay by the Payment Deadline or payment is not sufficient to reimburse the Processor for such damage, expense, liability, cost or loss, the Processor reserves the right to debit the Account accordingly and/or to withhold amounts from virtual currency or funds the Merchant has requested to transfer.

2.8. During registration of the Account and at any other time the Merchant has the Account, the Merchant agrees to provide the Processor with the information the Processor requests for the purposes of ongoing due diligence, identity verification and the detection of money laundering, terrorist financing, fraud, or any other financial crime and permits the Processor to keep a record of such information. The Merchant agrees and represents and warrants that all information the Merchant provides Processor at any time will not be false, inaccurate or misleading. The

Merchant will need to complete certain verification procedures before the Merchant is permitted to use the Services. Merchant's access to the Services and the limits that apply to its use of the Services, may be altered, suspended or terminated as a result of information collected about the Merchant on an ongoing basis and/or Merchant's failure to provide the Processor with information the Processor requests on a timely basis. The Merchant authorizes the Processor to make inquiries, whether directly or through third parties, that the Processor considers necessary to verify Merchant's identity or protect the Merchant and/or the Processor against fraud or other financial crime, and to take action the Processor reasonably deems necessary based on the results of such inquiries. When the Processor carries out these inquiries, the Merchant acknowledges and agrees that its personal information may be disclosed to fraud prevention or financial crime agencies and that these agencies may respond to the Processor's inquiries in full.

3. Service Fee.

- 3.1.** A full list of all applicable fees for the Services provided hereunder specified in the Fee Schedule (Appendix B hereto), which is an integral part of this

Agreement. The Merchant is also charged with incurred network cost (if any) and miner fees, which are automatically created and sent to the miner. The Miner Fees are not CryptoProcessing fees and paid to the blockchain network directly.

- 3.2.** The Merchant authorizes the Processor to deduct from the Account fees, costs, expenses and claims due hereunder and unpaid by the Merchant.
- 3.3.** The Processor reserves the right to change the fee structure from time to time by notifying the Merchant with a ten (10) days prior written notice. Continuing use or the Services after expiration of the notice period will be considered as acceptance of such changes. If the Merchant does not agree with the proposed changes, the Merchant shall terminate its use of the Services and close the Account.

4. Sending and Receiving Payments. Account balance.

- 4.1.** The Merchant may accept the payment for goods and/or services provided to its clients (end-customers) or make a pay-out to its client, either manually, by providing the client with an address specified by the Processor or withdrawing virtual currency to the client's address

through the Account, or by integrating the Processor's payment service gateway through API connection.

- 4.2. The Merchant may withdraw virtual currency from the Account to an external virtual currency wallet (address) or request the Processor to execute a pay-out in favour of its client; however, the Processor reserves the right to require the Merchant to provide certain information including, without limitation, identification information and settle any outstanding fees or other amounts prior to completing any withdrawals or pay-outs.
- 4.3. The Merchant is responsible for maintaining adequate balance and sufficient proceeds in the Account in order to pay for fees and complete transactions and in order to avoid overdraft, insufficient funds, or similar fees being charged.
- 4.4. All Virtual Currency Transactions are at Merchant's sole risk.
- 4.5. When the Merchant sends a payment to a third party through the Services, the recipient is not required to accept the payment. The recipient may return the payment. The Processor is not responsible and liable for any payments

sent through the Services that are rejected or unclaimed by a recipient.

5. Refund Policy. Errors and Wrong Addresses.

- 5.1. It is the nature of Bitcoin, Litecoin, and the other virtual currencies that the Processor supports that all Virtual Currency Transactions are final with no method of refunding, charging back or other recourse for the sender of the virtual currency. As such the neither Processor nor the Merchant are unable to cancel, reverse or provide refunds for any Virtual Currency Transaction made through the Services once it has been broadcast to the relevant Virtual Currency network.
- 5.2. If a Virtual Currency Transaction has not yet been confirmed on the Virtual Currency network, Virtual Currency associated with such transaction will be designated as pending and will not be included in the Merchant's Virtual Currency wallet balance or be available to conduct Virtual Currency Transactions. The Merchant cannot reverse or change any Virtual Currency Transaction marked as complete or pending.
- 5.3. If the Merchant has sent virtual currency to the wrong virtual currency address,

virtual currency wallet or blockchain, or to a delisted virtual currency and it needs to be recovered by the Processor manually there will be a recovery fee equal to 10% of the recovered virtual currency, if the virtual currency can be recovered at all, and the Processor reserves the right in its sole discretion to not attempt to recover small amounts. This would also apply to virtual currency that require a destination tag, payment ID, memo, etc. that was not sent or sent to an incorrect address. The Processor will not recover virtual currency the Processor does not support. The Merchant must contact the Processor within 30 days after an applicable Virtual Currency Transaction for the Processor to recover Merchant's virtual currency, if recoverable, or it will be forfeited.

- 5.4.** The Merchant accepts and acknowledges that the Processor is not liable or responsible for any errors or omissions whatsoever that are made in connection with any Virtual Currency Transaction initiated via the Services using the wrong details (i.e. destination address, tag, etc). The Processor strongly encourages the Merchant to review its transaction details carefully before attempting to transfer a virtual currency.

6. Prohibited Activities

- 6.1.** The Merchant agrees not to engage in any of the following prohibited activities which may be amended by the Processor from time to time in its sole discretion ("**Prohibited Activities**"). The specific types of prohibited activities listed below are illustrative, but not exhaustive. If the Merchant is uncertain as to whether or not its use of the Services involves a Prohibited Activity, please contact the Processor as soon as possible (compliance@alphapo.net). By accessing and using the Services and opening the Account, the Merchant confirms that the Merchant will not use the Account, or the Services to do any of the following:

- 6.1.1.** Unlawful Activity. Being an individual or entity sanctioned under sanctions programs administered in the countries where the Processor carries on business or which regimes may be applicable to the Processor's operations, including, but not limited to, European Union law sanction programs and sanctions programs administered by the United Nations, United States, United Kingdom and others (collectively, the "**Sanctions Programs**"); carry on activity which would violate, or assist in violation of, any law, legislation, statute, ordinance, regulation (including, but not limited to, those governing financial services,

consumer protection, unfair competition, anti-discrimination, or false advertising) or Sanctions Program, or which would involve proceeds of any unlawful activity; publish, distribute or disseminate any illegal material or information; or be in violation of any court order.

6.1.2. Unlawful Businesses. Carry on any of following businesses or activities: (i) child pornography and the creation, sale or distribution of other obscene materials (including literature, imagery and other media) and sexually-related sites offering prostitution and escorts services; (ii) unlawful gambling and/or unlawful gaming activities, including but not limited to payment or the acceptance of payments for wagers, gambling debts or gambling winnings, regardless of the location or type of gambling activity (including online and offline casinos, sports wagering, lotteries, bidding fee auctions and office pools) with the exception of payments for online gaming transactions that are expressly authorized by law in the jurisdiction of both the sender and the recipient of the payment; (iii) fraudulent businesses, sale of counterfeit or unauthorized or stolen items or the sale of goods or services that are

illegally imported or exported; (iv) marijuana dispensaries and related businesses where it is illegal to carry on such businesses; sale of tobacco, e-cigarettes, and e-liquid; online prescription or pharmaceutical services; age restricted goods or services; weapons and munitions; gunpowder and other explosives; fireworks and related goods; or toxic, flammable, and radioactive materials; (v) sale of narcotics or illegal substances, and any equipment designed for making or using such drugs; (vi) ponzi schemes, pyramid schemes, high risk investment schemes and other businesses that the Processor determines in its sole discretion to be unfair, deceptive, or predatory towards consumers; and (vii) any businesses that the Processor believes poses elevated financial risk, legal liability, or violates the law.

6.1.3. Abusive Activity. Transmit or upload any material to the Services that contains viruses, trojan horses, worms, time bombs, cancelbots, easter eggs or any other harmful or deleterious programs or other computer programming routines that may damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or other personal

information; actions which impose an unreasonable or disproportionately large load on the Processor's infrastructure, or detrimentally interferes with, intercepts, or expropriates any system, data, or information; attempt to gain unauthorized access to other clients' accounts, computer systems or networks connected to the Services, through password mining or any other means; use account information of another party to access or use the Services; transfer the Account access or rights to the Account to a third party, unless by operation of law or with the Processor's express permission; any activity which creates costs, expenses, losses or liability for the Processor or causes the Processor to lose (in whole or in part) the services of its ISPs or other suppliers; activity which operates to defraud the Processor, other merchants, or any other person including, without limitation, taking funds or virtual currency from the Processor's platform or from other merchants that is not rightfully and legally belong to the Merchant or overdraw or removing more virtual currency or funds from the Processor's platform than were legitimately in the Account; modifying,

disassembling, decompiling or reverse engineering the Services; provide any false, inaccurate, or misleading information to the Processor; transmitting spam, chain letters, or other unsolicited email; attempting to interfere with, compromise the system integrity or security or decipher any transmissions to or from the servers running the Services; impersonating another person or otherwise misrepresenting Merchant's affiliation with a person or entity, conducting fraud, hiding or attempting to hide the Merchant's identity; use any device, software or routine to bypass Processor's robot exclusion headers, or to interfere or attempt to interfere with any activities conducted on the Services; accessing any content the Services through any technology or means other than those provided or authorized by the Processor; bypassing the measures the Processor may use to prevent or restrict access to the Services, including without limitation removing, circumventing, disabling or otherwise interfering with security-related features or features that prevent or restrict use or copying of any content or enforce limitations on use of the Services or the content therein; or

deleting Processor's copyright or other proprietary rights notices.

6.1.4. Intellectual Property Infringement.

Engage in transactions which violate, infringe or misappropriate any intellectual or industrial property right of any person (such as copyright, trademarks, patents, or trade secrets, or other proprietary rights of any party), right of publicity or privacy or commit a tort; use of Processor's intellectual property, name, or logo, including use of the Processor's trade or service marks, without express consent from the Processor or in a manner that otherwise harms the Processor or its brand; create a false identity for the purpose of misleading others or fraudulently or otherwise misrepresent yourself to be another person or a representative of another entity, or fraudulently or otherwise misrepresent that the Merchant has an affiliation with a person, entity or group.

6.2. The Processor reserves the right at all times to monitor, review, retain and/or disclose any information as necessary to satisfy any applicable law, regulation, sanctions programs, legal process, or governmental request. The Processor reserves the right to cancel and/or

suspend the Account and/or block transactions or freeze funds immediately and without notice if the Processor determines, in its sole discretion, that the Account is associated with a Prohibited Activity.

7. License by Merchant.

7.1. If the Merchant posts, uploads, inputs, provides or submit its personal data to the Processor, including without limitation, names, email addresses, IP addresses, cryptocurrency addresses, texts, code or other information and materials, sign up to Processor's mailing list or create the Account (collectively, "**Merchant Content**"), the Merchant must ensure that the Merchant Content provided by the Merchant at that or at any other time is true, accurate, up to date and complete and that any Merchant Content posted, uploaded, input, provided or submitted to the Processor does not breach or infringe the intellectual property rights of any third party. The Processor does not own, control or endorse any Merchant Content that is sent to the Processor. The Merchant represents and warrants that (i) the Merchant owns all intellectual property rights (or have obtained all necessary permissions) to provide the Merchant Content and to grant the

licenses in this Agreement; (ii) the Merchant Content will not violate any agreements or confidentiality obligations; and (iii) the Merchant Content will not violate, infringe or misappropriate any intellectual property right or other proprietary right, including the right of publicity or privacy, of any person or entity.

7.2. The Merchant is responsible for maintaining the confidentiality of the Merchant Content and any of its non-public information. Furthermore, the Merchant is entirely responsible for any and all activities that occur under the Account. The Merchant agrees to notify the Processor immediately of any unauthorized use of the Merchant Content, the Account or any other breach of security. The Processor will not be responsible or liable for any loss or damages that the Merchant may incur as a result of someone else using the Merchant Content or the Account, either with or without Merchant's knowledge. However, the Merchant could be held liable for losses, expenses and costs incurred by the Processor or another party due to someone else using the Merchant Content or the Account. The Merchant may not use anyone else's content or account at any time without the permission of such person or entity.

7.3. By posting, uploading, inputting, providing or submitting the Merchant Content to the Processor, the Merchant grants the Processor and any necessary sub-licensees a non-exclusive, worldwide, perpetual, right and permission to use, reproduce, copy, edit, modify, translate, reformat, create derivative works from, distribute, transmit, publicly perform and publicly display the Merchant Content and sub-license such rights to others.

7.4. Although the Processor has no obligation to screen, edit or monitor the Merchant Content, the Processor reserves the right, and has absolute discretion, to remove, screen or edit the Merchant Content. Furthermore, if the Processor has reason to believe that there is likely to be a breach of security, or if the Merchant breaches any of its obligations under this Agreement or the Privacy Policy, the Processor may suspend Merchant's use of the Services at any time and for any reason.

7.5. Any Merchant Content submitted by the Merchant may be accessed by the Processor globally.

7.6. Except for the Merchant Content and Processor's communications and all materials therein or transferred thereby,

including, without limitation, software, technology, code, images, text, graphics, illustrations, logos, patents, trademarks, service marks, copyrights, photographs, audio, videos, music, and content belonging to other merchants (the **"Processor's Content"**), and all Intellectual Property Rights (defined below) related thereto, are the Processor's exclusive property and Processor's licensors. Except as explicitly provided herein or in any applicable additional terms and conditions, nothing in this Agreement shall be deemed to create a license in or under any such Intellectual Property Rights, and the Merchant agrees not to sell, modify, reverse engineer, license, rent, distribute, copy, reproduce, transmit, publicly display, publicly perform, publish, adapt, edit or create derivative works from any of the Processor's Content, absent specific consent in writing from the Processor. Use of the Processor's Content for any purpose not expressly permitted by this Agreement is strictly prohibited.

- 7.7. The Processor grants the Merchant a non-exclusive, limited, non-transferable, freely revocable license, subject to the terms of this Agreement, to access and use the Services, and related content, materials, information (collectively, the **"Content"**) solely for approved purposes

as permitted by the Processor from time to time. Any other use of the Content is expressly prohibited and all other right, title, and interest in the Content is exclusively the property of the Processor and its licensors. The Merchant agrees not to copy, transmit, distribute, sell, license, reverse engineer, modify, publish, or participate in the transfer or sale of, create derivative works from, or in any other way exploit any of the Content, in whole or in part. "AlphaPo", "AlphaPony", and all logos related to the Services are Processor's trademarks or registered marks. The Merchant may not copy, imitate or use them without the Processor's prior written consent.

- 7.8. For the purposes of this Agreement, **"Intellectual Property Rights"** means all patent rights, copyright rights, mask work rights, moral rights, rights of publicity, trademark, trade dress and service mark rights, goodwill, trade secret rights and other intellectual property rights as may now exist or hereafter come into existence, and all applications therefore and registrations, renewals and extensions thereof, under the laws of any state, country, territory or other jurisdiction.

7.9. The Processor may display third-party content, advertisements, links, promotions, logos and other materials (collectively, the **"Third-Party Content"**) for Merchant's convenience only. The Processor does not approve of, control, endorse or sponsor any third parties or Third-Party Content, and the Processor makes no representations or warranties of any kind regarding such Third-Party Content, including, without limitation, the accuracy, validity, legality, copyright compliance, or decency of such content.

8. Privacy and Security

8.1. The Processor respects the privacy of its clients and the Processor does not request any information that is unnecessary for the use of the Services or to comply with the Processor's obligations under applicable law.

8.2. The Merchant acknowledges and accepts that the Merchant will comply willingly with all legal requests for information from the Processor. The Processor reserves the right to provide information to law enforcement personnel and other third parties to answer inquiries, participate in investigations, respond to legal process, respond to the order of a court of competent jurisdiction and those exercising the court's authority, and to

protect the Processor, its directors, officers, employees, shareholders, clients, service providers and other concerned parties.

8.3. The Merchant understands that by using the Services the Merchant consents to the collection, use and disclosure of Merchant's personally identifiable information and aggregate data and to Merchant's personally identifiable information being collected, used, transferred to and processed in jurisdictions where the Processor carries on business. By agreeing to this Agreement, the Merchant expressly allows the Processor to export data outside of the jurisdiction in which the Merchant resides or is located when it accesses the Services. The Merchant acknowledges that the Processor may process personal data in relation to the Merchant (if they are an individual), and personal data that the Merchant has provided or in the future will provide to the Processor in relation to its legal entity, employees or other associates, in connection with this Agreement, or the Services. Accordingly, the Merchant represents and warrants that:

8.3.1. Merchant's disclosure to the Processor of any personal data relating to individuals other than

themselves (if they are an individual) was or will be made in accordance with all applicable data protection and data privacy laws, and such data is accurate, up to date and relevant when disclosed;

8.3.2. before providing any such personal data to the Processor, the Merchant has read and understood Processor's Privacy Policy which may be amended from time to time and is incorporated herein by reference (Appendix A hereto) and forms a part of this Agreement and has provided a copy to any individual whose personal data the Merchant has provided to the Processor; and

8.3.3. from time to time if the Processor amends the Privacy Policy, the Merchant will promptly read it and provide a copy to any individual whose personal data the Merchant has provided to the Processor.

8.4. The Processor cares about the integrity and security of Merchant's personal information and the Processor takes a number of security measures including storing all Merchant's personal information in an encrypted fashion. However, the Processor cannot guarantee that unauthorized third parties will not

defeat Processor's security measures or use Merchant's personal information for improper purposes. The Merchant acknowledges that the Merchant provides its personal information to the Processor at its own risk.

8.5. The Processor is not responsible or liable for any damage or interruptions caused by any computer viruses, spyware, scareware, Trojan horses, worms or other malware that may affect the Merchant's computer or other equipment, or any phishing, spoofing or other attack from using the Services. The Processor advises the regular use of a reputable and readily available virus screening and prevention software. The Merchant should also be aware that SMS and email services are vulnerable to spoofing and phishing attacks and should use care in reviewing messages purporting to originate from the Processor. The Processor's customer support will never seek to access the Merchant's computer or ask for the Merchant's password or its two factor authentication codes. The Merchant shall always log into the Account through the access details provided by the Processor to review any transactions or required actions if the Merchant has any uncertainty regarding the authenticity of any communication.

8.6. The Merchant is solely responsible for the activity that occurs in relation to the Account, and the Merchant must keep the Account password secure. The Processor recommends that the Merchant uses “strong” passwords (passwords that use a combination of upper- and lower-case letters, numbers and symbols) with the Account. The Merchant must notify the Processor immediately of any breach of security or unauthorized use of the Account by emailing the Processor at support@alphapo.net. The Processor will not be responsible or liable for any damages, liability or losses caused by any unauthorized use of the Account.

9. Closing, Suspension, Termination and Remedies.

9.1. The Merchant may close its Account at any time after withdrawing all balances subject to minimum amounts which technically cannot be withdrawn. Upon closure of the Account, the Merchant authorizes the Processor to cancel or suspend any pending transactions at the time of cancellation and any balance in the Account will be delivered to the Merchant or to its virtual currency address as instructed less any outstanding amounts owed to the Processor, the unsubsidized coin/miner network transaction fee and any other

third party charges. In the event the Account is closed, whether by the Merchant or the Processor, any virtual currency or funds in the Account must be claimed and removed by the Merchant within 30 days of the Account’s closure date. If the Merchant fails to claim and remove virtual currency or funds in the Account within 30 days of the Account’s closure date, a recovery and return fee equal to 10% of all the virtual currency and funds in the Account will be charged by the Processor, if the virtual currency can be recovered and returned at all, and the Processor reserves the right in its sole discretion to not attempt to recover and return to the Merchant small amounts.

9.2. The Merchant shall not use closure of the Account as a means of evading investigation or inquiries by the Processor. If any queries or investigation is pending at the time the Merchant requests closure of its Account, the Processor may refuse the Merchant’s request to close the Account and/or hold Merchant’s virtual currency and/or funds as appropriate to protect the Processor against financial and/or legal liability. If the Merchant is later determined to be entitled to some or all of the virtual currency and/or funds in dispute, the Processor will pay such virtual currency and/or funds to the Merchant. The Merchant will remain

responsible and liable for all obligations related to the Account even after such Account is closed.

9.3. If the Merchant does not access the Account for a period of six (6) months and the Processor has been unable to contact the Merchant after reasonable number of attempts at the last contact address the Processor has for the Merchant in its records, the Account may be terminated in Processor's sole discretion. On the date of termination of the Account, Merchant's virtual currency and funds will be subject to applicable laws regarding escheat of unclaimed property and the Merchant hereby irrevocably designates and appoints the Processor or its designee and their respective duly authorized officers and agents as the Merchant's agent and attorney-in-fact to act for and in on the Merchant's behalf and stead to execute and file any such instruments and papers and to do all other lawfully permitted acts to, at Processor's sole election, donate the virtual currency and/or funds in the Account to a charity of the Processor's choice or transfer the virtual currency and funds to the Processor's account, with no liability or responsibility to the Merchant or to its successors, assigns, heirs, executors, administrators and legal representatives. This power of attorney is

coupled with an interest and shall not be affected by Merchant's subsequent incapacity.

9.4. Without limiting any other remedies the Processor may have under applicable law, the Processor may, without liability: (a) refuse to complete or block, cancel or reverse a Virtual Currency Transaction the Merchant has authorized, including, without limitation, block funding to or withdrawals from the Account; (b) suspend, restrict, or terminate the Merchant's access to its Account and to any or all of the Services (including, but not limited to, the ability to send funds or make withdrawals from the Account and/or limit withdrawals); (c) place a hold on or freeze any virtual currency and/or funds in the Account for any period of time the Processor deems appropriate; (d) issue statements or warnings to the public or other merchants; (e) suspend, deactivate or close the Account with immediate effect for any reason; and/or (f) refuse to provide the Services to the Merchant, including but not limited to, where:

9.4.1. the Merchant is in breach of this Agreement or the Processor has concerns or reasonably suspects the Merchant is acting in breach of this Agreement;

- 9.4.2.** the Processor reasonably suspects the Merchant of using the Services in connection with a Prohibited Activity;
- 9.4.3.** the Merchant is in breach of applicable law, the Processor has concerns or reasonably suspects the Merchant is in breach of applicable law or the Processor is, in its reasonable opinion, required to do so by applicable law or any court or other authority to which the Processor is subject in any jurisdiction;
- 9.4.4.** the Processor has concerns about the security of the Account, that a transaction is erroneous or the Processor suspects the Account or the Services are being used in a fraudulent, illegal, suspicious or unauthorized manner including, without limitation, for transactions with high volumes;
- 9.4.5.** the Processor suspects money laundering, terrorist financing, fraud, or any other financial crime;
- 9.4.6.** use of the Account is subject to any pending litigation, investigation, or government proceeding and/or the Processor perceives a heightened risk of legal or regulatory non-compliance

associated with the Account activity or the Merchant is subject to a court order;

- 9.4.7.** the Merchant has failed to pay Processor's fees or there is insufficient virtual currency or funds in the Account to cover the transaction and (where applicable) associated fees at the time that the Processor receives notification of the transaction;
- 9.4.8.** the Merchant fails to provide the Processor with information the Processor requests on a timely basis and/or the Processor has concerns about the information collected about the Merchant;
- 9.4.9.** the Processor's service partners are unable to support Merchant's use of the Services;
- 9.4.10.** The Merchant takes any action that may circumvent the security of the Services or Processor's controls such as opening multiple Accounts or consummating transactions for the benefit of a third party.

- 9.5.** The Processor may, with or without prior notice, suspend or terminate the Services; terminate this Agreement with immediate

effect; change the Services; stop providing the Services or features of the Services, to the Merchant; or create usage or Virtual Currency Transaction limits for the Services. Upon termination of the Account for any reason or no reason, the Merchant continues to be bound by this Agreement.

9.6. If the Processor suspends or closes the Account, or terminate Merchant's use of the Services, in whole or in part, for any reason, the Processor will use commercially reasonable efforts to provide the Merchant with notice of its actions unless a court order or other legal process prohibits the Processor from providing the Merchant with such notice. The Merchant acknowledges that the Processor's decision to take certain actions, including limiting access to, suspending, or closing the Account, may be based on confidential criteria that are essential to Processor's risk management and security protocols. The Merchant agrees that the Processor is under no obligation to disclose the details of its risk management and security procedures to the Merchant.

10. No Warranty.

10.1. THE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS.

10.2. The Processor acts as a service provider by creating, hosting, maintaining and providing the Services to the Merchant via the Internet. The Processor cannot ensure that a buyer or a seller the Merchant is dealing with will actually complete the Virtual Currency Transaction and all risk of a Virtual Currency Transaction remains with the Merchant. The Processor does not guarantee continuous, uninterrupted or secure access to the Services and the Processor makes no representations or warranties regarding the amount of time needed to complete Virtual Currency Transaction processing which is dependent upon many factors outside of Processor's control.

10.3. To the maximum extent permitted by law, the Processor and its respective past, present and future employees, officers, directors, advisors, contractors, consultants, licensors, equity holders, members, partners, shareholders, suppliers, managers, vendors, service providers, parent companies, subsidiaries, affiliates, agents, representatives, predecessors, successors and assigns (individually, a "**Processor Party**" and collectively, the "**Processor Parties**") disclaim all representations and warranties, whether express, implied or

statutory, including, without limitation, implied warranties of merchantability, fitness for a particular purpose, and non-infringement. No advice or information, whether oral or written, obtained by the Merchant from the Processor or through use of the Services will create any warranty not expressly stated herein. Without limiting the foregoing, the Processor Parties do not warrant that the Services will meet Merchant's requirements; that the Services will be available at any particular time or location, uninterrupted, error-free or secure; or that any defects or errors will be corrected. Use of the Services is at entirely Merchant's own risk and any content downloaded or otherwise obtained through the use of the Services is downloaded at its own risk.

11. Limitation of Liability.

11.1. To the maximum extent permitted by applicable law, in no event shall any of the Processor Parties be liable for any indirect, punitive, incidental, special, consequential or exemplary damages, including, without limitation, damages for loss of business revenues, loss of profits, goodwill, use, data or other intangible losses, arising out of or relating to: (a) the use of, or inability to use, the Services; (b)

any conduct or content of any other user of the Services or third party; or (c) the failure to receive in any way the transmission of any data, content, virtual currency, funds or property from the Merchant. Furthermore and without limiting the generality of the foregoing, under no circumstances will any Processing Party be responsible for any liability, claim, proceeding, damage, loss, expense or injury resulting from hacking, tampering or other unauthorized access or use of the Services or the Account or the information, virtual currency or funds contained therein.

11.2. To the maximum extent permitted by applicable law, none of the Processor Parties shall be responsible or liable for any: (a) errors, mistakes, omissions or inaccuracies of information or content provided by the Processor; (b) loss, liability, cost, expense or damage of any nature whatsoever suffered or incurred arising out of or in connection with Merchant's access to or use of the Services; (c) unauthorized access to or use of the Processor's secure servers and/or any and all personal information stored therein; (d) fault, delays, interruptions or lack of availability of any of the Services; (e) bugs, viruses, trojan horses, or the like that may be transmitted to or through the Services by

any third party; (f) errors or omissions in any content or for any loss or damage incurred as a result of the use of any content posted, emailed, transmitted, or otherwise made available through the Services; and/or (g) action of other merchants, or the defamatory, offensive, or illegal conduct of any third party. In no event shall the Processor Parties be liable to the Merchant for any claims, proceedings, liabilities, obligations, expenses, damages, losses or costs in an amount exceeding the amount the Merchant paid to the Processor under this Agreement or one hundred U.S. dollars (USD \$100.00), whichever is greater.

11.3. This limitation of liability section applies whether the alleged liability is based on contract, tort, negligence, strict liability, or any other basis, even if a Processor Party has been advised of the possibility of such damage. The foregoing limitation of liability shall apply to the fullest extent permitted by law in the applicable jurisdiction.

11.4. The disclaimers, exclusions, and limitations of liability under this Agreement will not apply to the extent prohibited by applicable law.

11.5. The Processor does not own, control, operate or maintain the underlying

software protocols which govern the operation of the virtual currencies supported by the Processor. In general, the underlying protocols are open source software and anyone can use, copy, modify, and distribute them. By using the Services, the Merchant acknowledges and agrees (i) that the Processor is not responsible for the operation of the underlying protocols and that the Processor makes no guarantee of their security, functionality or availability; and (ii) that the underlying protocols are subject to sudden changes in operating rules, which may materially affect the value, function, name of the virtual currency and/or Processor's ability to support certain virtual currencies. In the event of a fork in a virtual currency, the Merchant agrees that the Processor may temporarily suspend the Services (with or without advance notice to the Merchant) and that the Processor may, in its sole discretion, decide whether or not to support (or cease supporting) either branch of the forked protocol entirely. The Merchant also agrees that in the event the Merchant sends a Virtual Currency Transaction at the time of a Virtual Currency fork, the Processor will only honor the originally-intended Virtual Currency Transaction that the Merchant sent. The Merchant acknowledges and agrees that the Processor assumes

absolutely no responsibility or liability whatsoever in respect of an unsupported branch of a forked protocol.

11.6. The Processor does or may offer features or services through third parties. The Processor is not responsible or liable for ensuring that a third party the Merchant transacts with will complete the transaction or is authorized to do so. The Merchant uses third party services at its own risk and the Merchant is solely responsible for reviewing and understanding the implications of using the services of such third parties.

12. Indemnification.

The Merchant agrees to defend, indemnify and hold harmless each Processor Party from and against any and all claims, proceedings, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorney's fees) arising from: (a) Merchant's use of and access to the Services, including any data, virtual currency or content transmitted or received by the Merchant; (b) Merchant's violation of any term or condition of this Agreement, including without limitation, Merchant's breach of any of the representations and warranties contained herein; (c) Merchant's violation of any third-party right, including without limitation any right of privacy or Intellectual Property Rights

(as defined below); (d) Merchant's violation of any applicable law, rule or regulation; (e) the Merchant Content or any content that is submitted via the Account including, without limitation, misleading, false, or inaccurate information; (f) Merchant's fraudulent behaviour, willful misconduct or gross negligence; or (g) any other party's access and use of the Account or the Services with Merchant's unique username, password or other appropriate security code.

13. Final Provisions.

13.1. This Agreement is personal to the Merchant and the Merchant cannot transfer, assign or delegate its rights, licenses, interests and/or obligations to anyone else. The Processor may transfer, assign or delegate its rights, licenses, interests and or its obligations at any time, including as part of a merger, acquisition or other corporate reorganisation involving the Processor.

13.2. No partnership, joint venture, employee-employer, agency or franchiser-franchisee relationship is intended or created by this Agreement.

13.3. This Agreement (including any other documents incorporated by reference herein) comprise the entire agreement between the Processor and the Merchant

regarding the Services provision hereunder. Certain Services may be subject to additional terms and conditions specified by the Processor from time to time, and Merchant's use of such Services is subject to those additional terms and conditions, which are hereby incorporated into this Agreement by reference.

13.4. The Merchant accepts and understands that this Agreement may be modified or updated by the Processor from time to time. The Processor reserves the right to alter, amend or modify this Agreement from time to time, in its sole discretion. The Processor will provide the Merchant with notice of such changes by sending an e-mail. The amended Agreement will be deemed effective immediately upon email notification. Merchant's continued use of the Services constitutes Merchant's agreement to be bound by any such changes to this Agreement. If the Merchant does not agree with this Agreement or any amendment to it, the Merchant should discontinue access and use the Services.

13.5. Section headings in this Agreement are for convenience only and shall not govern the meaning or interpretation of any provision of this Agreement.

13.6. If any provision of this Agreement is determined to be invalid or unenforceable under any applicable law, this will not affect the validity of any other provision of this Agreement.

13.7. The Processor's failure to enforce any threatened or existing violation, default or breach of this Agreement shall not be deemed a waiver of such a violation, default or breach, and the Processor shall have the right to enforce the same at a later time and the right to waive in writing any provision or condition imposed herein for its benefit without thereby waiving any other provision or condition.

13.8. All provisions of this Agreement will continue to be binding and operate after the termination or expiration of this Agreement or the Account.

13.9. The Merchant agrees that this Agreement constitutes "a writing signed by the Merchant" under any applicable law or regulation. To the fullest extent permitted by applicable law, this Agreement, any amendments and any other agreements, notices or other communications regarding the Account and/or use of the Services (collectively, the "**Communications**"), may be provided to the Merchant electronically directly and indirectly, secured and unsecured, and the

Merchant agrees to receive all Communications from the Processor in electronic form. Electronic Communications may be delivered to the Merchant's e-mail address. All Communications in either electronic or paper format will be considered to be in "writing," and to have been received no later than two (2) business days after posting or dissemination, whether or not the Merchant has received or retrieved the Communication. The Processor reserves the right but assumes no obligation to provide Communications in paper format.

13.10. It is the Merchant's sole responsibility to determine whether, and to what extent, any taxes apply to any Virtual Currency Transactions the Merchant conduct through the Services, and to withhold, collect, report and remit the correct amounts of taxes to the appropriate tax authorities. Transaction history is available through the Account.

13.11. The Processor is not liable for any breach of this Agreement where the breach is due to abnormal and

unforeseeable circumstances beyond Processor's control, the consequences of which would have been unavoidable despite all effects to the contrary, nor is the Processor liable where the breach is due to the application of the law or mandatory legal rules.

13.12. This Agreement shall be governed by the laws of the Republic of Panama, without respect to its conflict of laws principles. The Parties irrevocably agree that the courts of the Republic of Panama have exclusive jurisdiction to settle any dispute or claim (whether contractual or non-contractual) arising out of or in connection with this Agreement (including their subject matter or formation).

13.13. This Agreement is executed in two counterparts, in English language, a one copy for each Party, which constitute the same legal instrument.

IN WITNESS WHEREOF the Parties hereto have caused this Agreement to be executed by their duly authorized officers, as of the Effective Date:

AlphaPo Solution Inc.

Sign: 

Name: Victoria Shiderova

Position: President

Luxsoft N.V.

Sign: 

Name: Solutions for Management and Employment
Support N.V. (SMES)

Position: **Local Managing Director**

05-08-2026



Appendix A - Privacy Policy

This Privacy Policy (the “**Policy**”) governs personal data processing by **AlphaPo Solution Inc.**, a business company incorporated under the laws of the Republic of Panama under the company number 155748730, located at Panama City, Republic of Panama with its resident agent’s office at Advance Tower Building, First floor, RicardoAries Street, Panama City, Republic of Panama

1. Major definitions.

1.1. The capitalized terms given in this Policy shall have the following meaning:

1.1.1. **Personal Information (personal data)** means any information which identifies you personally or which may help us to identify you.

1.1.2. **Data subject** means an identified or identifiable person.

1.1.3. Personal data processing means any operation or set of operations performed on Personal Information including collection, storage, use, disclosure erasure.

1.2. The capitalized terms which are not defined herein shall have the meaning given in the Crypto Processing Agreement.

2. What type of information we collect.

2.1. We may collect and process the following information:

- Full legal name, age, country of birth and address of residency;
- Information from ID documents;
- Financial information;
- Employment status;
- Contact details (email, telephone number);
- IP address, Browser and Operating System information;
- Geolocation details.

- 1.1.** Please note that our service providers may ask us to provide other information and documents containing Personal Information (such as identity documents, confirmation of sources of funds, etc.) for the purposes of identity verification, AML and anti-fraud checks.

3. Purpose of processing.

- 3.1.** Most of the personal information we process is provided to us directly by you for one of the following reasons:

- to enable our Services to you;
- to reply to your requests;
- to provide you with information on our products, promotions and services updates;
- for market research e.g. surveying our customers' needs and opinions on issues, such as our performance etc.

- 3.2.** We may share your Personal Information with our affiliates, agents and representatives, our customer communications platforms.

- 3.3.** We may also share your Personal Information to law enforcement or regulatory agencies, if required by law. In certain cases, we may not be able to inform you of such sharing of data due to legal restrictions.

4. Basis for processing.

- 4.1.** The lawful bases we rely on for processing this information are:

- Your consent. You are able to remove your consent at any time. You can withdraw your consent by contacting on support@alphapo.net;
- We have a contractual obligation;
- We have a legal obligation;
- We have a legitimate interest.

5. Data retention period.

We will store your Personal Information related to your Account and all operations thereof for the maximum period of 6 years upon account closure.

6. Changes.

6.1. We may revise, modify or update this Policy from time to time.

6.2. In case we believe your rights may be affected by any such changes, we will request you to confirm your consideration and acceptance prior to continue our relationship with you.

6.3. Please contact us at support@alphapo.net if you have any comments or questions with respect to this Policy.

Appendix B – Fee Schedule

Deposits	
Crypto deposit without exchange:	0.5%
Crypto deposit with exchange to cryptocurrency:	0.5%
Crypto deposit with exchange to Fiat currency:	0.5%
Withdrawals	
Send crypto without exchange:	0%
Send crypto with exchange from Fiat currency:	1%
Send crypto with exchange from other cryptocurrency:	1%
Exchange	
Buy cryptocurrency with Fiat currency:	1%
Sell cryptocurrency for Fiat currency:	1%
Exchange cryptocurrency to cryptocurrency:	0.8%

For all blockchains except BTC, TRON/TRC-20, BNB-BSC, BSC tokens (CPD-BSC), SOL we may charge technical network fee per transaction accordingly.

For BTC, TRON/TRC-20, BNB-BSC, BSC tokens (CPD-BSC), SOL we apply fees not less than fixed min amount.

BTC minimum fee

LEVELS	Previous WEEK average min fee	MIN FEE AMOUNT for deposit
1 Level	0-7 USD	1 EUR
2 Level	7-10 USD	1.5 EUR
3 Level	10-15 USD	2.5 EUR
4 Level	15-20 USD	3 EUR
5 Level	20-25 USD	5 EUR
6 Level	25-36 USD	8 EUR

TRON/TRC-20 minimum fees

TRON	0.1 EUR min fee amount for deposit
TRC-20 Tokens	2.5 EUR min fee amount for deposit

BNB-BSC/BSC tokens minimum fees

BNB - BSC	0.1 EUR min fee amount for deposit
BSC tokens (CPD-BSC)	0.3 EUR min fee amount for deposit

SOL/SOL tokens minimum fees

SOL	0.1 EUR min fee amount for deposit
SOL Tokens (USDT, USDC)	0.3 EUR min fee amount for deposit