

SERVICES AGREEMENT

"Effective Date"	This Agreement is entered into this 30 th day of August, 2024 by and between:
"Customer"	Winlink B.V., a company duly organized under the laws of Curacao and having its principal office at Kaya Richard J. Beujon Z/N Landhuis Joonchi 2
"PlusPay"	PLUSPAY LTD, a company duly organized under the laws of the British Columbia, Canada, under No. BC1349024, having its registered address at 1103-11871 Horseshoe Way, 2 nd floor, Richmond BC V7A 5H5, Canada, each referred to as the "Party" and collectively as the "Parties" ,
1. Definitions	
"Agreement"	shall mean this Agreement, as well as any amendments or supplements, the Annexes and Schedules duly concluded to it, along with the Terms and Conditions, forming a binding Agreement between PlusPay and Customer;
"Business Day"	Shall mean any day of servicing of the Customers except for the weekends, public holidays in British Columbia, Canada and those non-business days specifically outlined to the Customer;
"Confidential information"	Shall mean any information marked as confidential, proprietary, private, secret or any information reasonably expected to be confidential with regard to the context of disclosure or the nature of the information, without prejudice to the generality of the foregoing, the terms of this Agreement as well as business plans, data, strategies, methods, customer and client lists, technical specifications, transaction data and customer data shall be deemed confidential, whether provided prior to or after the Effective date;
"Closed Account Fee"	Shall mean fee payable by Customer to PlusPay for the safekeeping of remaining balance following the termination of the Agreement, which is indicated in the Annexes and Schedules to the Agreement;
"E-wallet"	Shall mean PlusPay's e-wallet based payment service through which Customer can send and receive funds using an e-mail address and or/ phone number as the recipient's identifier;
"Fees"	Shall mean any fees, rates and charges levied by PlusPay for the provision of Services and which may be amended by PlusPay from time to time in accordance with this Agreement, Annexes and Schedules, T&Cs or those agreements, arrangement and conditions duly entered between the Parties, outlining the Fees for the Services;
"Customer Account"	Shall mean the Customer's registered electronic account held with PlusPay in accordance with the Terms and Conditions and this Agreement;
"Customer Application Form"	Shall mean any and all information and documents as requested and duly submitted by the Customer to PlusPay for preliminary check of the activity of the Customer and in order to comply with the applicable laws and regulations by PlusPay;
"E-Money"	Shall mean monetary funds transferred to the Customer Account opened on behalf of the Customer and managed by the PlusPay for payment purposes (or might be referred to as "funds" within the Agreement);
"Services"	Shall mean any services provided by PlusPay under this Agreement including the E-wallet Payment Service and all services described in detail in this Agreement;
"PlusPay Website"	Shall mean the website operated by PlusPay (as amended from time to time) for the provision of the Services, available at https://pluspay.one/ , except for any of the external links to which the website may lead;
"Regulatory Requirements"	Shall mean any applicable law, statute, regulation, order, judgement, decision, recommendation, rule, policy or guideline passed or issued by parliament, government or any competent court or authority or any payment system (including but not limited to bank payment systems, card payment systems such as Visa, MasterCard, American Express etc., or any other payment, clearing or settlement system or similar arrangement that applies in respect of the Services), the Rules of the APM systems, any other rules, regulations, circulars, notices or guidelines issued by any entity or organization in relation to the Services provided under this Agreement;
"Terms and Conditions" and/or "T&Cs"	Those terms and conditions at PlusPay Website in the current version, which are binding upon the Parties and comprise an integral part of this Agreement. Only the provisions related to Fees outlined in the Agreement, Schedules or Annexes shall prevail over the T&Cs in case there are any discrepancies or inconsistencies or where the provisions of this Agreement and the Terms and Conditions conflict;

“Transaction”

Shall mean an act initiated by the Customer of placing, transferring or withdrawing E-Money (including any internal transfer), as well as any act of a third party leading to the funds being transferred and credited to the E-wallet of the Customer;

“PlusPay E-Money System”

Shall mean the software complex, which includes a funds transfer system with formal and standardized arrangements and common rules for the processing, clearing and/or settlement of payment transactions, accessible through PlusPay website or/and mobile application of PlusPay, including all programs and access points enabling the Customer to perform access to the Services.

2. Scope of Services

2.1. This Agreement shall cover access to PlusPay E-Money System and the provision of the Services outlined, as well as any of those explicitly agreed by the Parties in the Annexes or Schedules to the Agreement and the T&Cs, including but not limited to the following:

- 2.1.1. E-Wallet payment services,
- 2.1.2. Customer Account issuance and maintenance services,
- 2.1.3. Issuance of E-Money upon receipt of funds,
- 2.1.4. Issuance of transaction instruments,
- 2.1.5. Execution of transactions,
- 2.1.6. Crypto currency exchange services,
- 2.1.7. Fiat currency exchange services,

In exchange for execution of which, Customer undertakes to pay Fees as described in Annexes and Schedules and as may be amended from time to time.

2.2. PlusPay shall not be providing the Services unless the Customer Application Form has been duly reviewed and approved by PlusPay in accordance with the requirements to comply with all relevant laws, rules, regulations intended to prevent money laundering and terrorist financing as well as such other credit and operational requirements of PlusPay.

2.3. PlusPay may provide additional Services to the Customer, where appropriate, these will be provided on a separate or supplementary agreement.

2.4. Customer acknowledges and agrees that PlusPay operates solely as a payment intermediary and that PlusPay is not (i) a credit institution (bank) and Customer's Account is not a bank account, (ii) a seller, buyer, dealer, middleman, retailer, auctioneer, supplier, distributor, manufacturer, broker, agent or merchant of any product or service being ordered, obtained or procured by any funds processed through its Services; (iii) a trustee, fiduciary or escrow holder in respect of E-Money on the Customer Account.

2.5. Customer acknowledges and agrees that E-Money held within the Customer Account will not earn any interest and PlusPay does not pay interest on any balances on Customer's Account.

3. Use of Customer Account and Conduct of Transactions

3.1. Customer may use the Customer Account only in relation to the business, products or services that PlusPay has been informed about before entering into this Agreement and such business, products or services have been approved by PlusPay. Should the Customer intend to use the Customer Account with a different purpose, Customer undertakes to inform PlusPay and receive a respective approval to continue using Customer Account with a different purpose.

3.2. Customer shall use the Customer Account on its own only and undertake all measures to keep access to the Customer Account (the login and password details) secure and only for its authorized representatives, officers and employees, as has been duly approved by PlusPay.

3.3. Anyone accessing the Customer Account by entering credentials shall be deemed by PlusPay to be the Customer. PlusPay may request additional identification elements at any time to verify the Customer's identity.

3.4. Customer shall take all measures to ensure that the Customer Account and access to it is secure, as well as the Customer's registered email with PlusPay and in case any is compromised, Customer shall inform PlusPay about that without delay.

3.5. Customer may request PlusPay to block his credentials to access Customer Account in case Customer suspects that it has been compromised.

3.6. Funds held at the Customer Account are the E-Money, which PlusPay issues after the funds are deposited or transferred to the Customer Account. Value of the E-Money coincides with the value of funds deposited or transferred to the Customer Account after deduction of the applicable Fees, if any.

3.7. Any requests for the Services under this Agreement shall be submitted by the Customer to PlusPay via Customer Account, in writing by the authorized persons of the Customer or by proxy. Unless otherwise specifically outlined in this Agreement, it shall be deemed that the signatory / signatories to this Agreement shall be entitled to manage Customer Account.

3.8. PlusPay shall aim to provide to the Customer online access to the Customer Account on a 24/7 basis detailing all Transactions received or made on behalf of the Customer. However, PlusPay does not guarantee the Services will have no downtime or will be undisrupted at all times.

3.9. Customer acknowledges and accepts that for quality assurance, security and fraud detection purposes, when speaking to PlusPay, the Customer's call may be monitored and/or recorded.

3.10. Any funds deposited or withdrawn by Customer via E-wallet shall be transferred into the Customer Account immediately after deduction of any Fees due to PlusPay.

3.11. When effectuating a Transaction, Customer undertakes to clearly express its will, making the instructions to PlusPay clear, unambiguous and compliant with the applicable laws, this Agreement and T&Cs.

3.12. PlusPay shall not be liable for any errors, contradictions, inconsistencies, repetitions and other shortages made by Customer with respect to the Transaction instructions.

3.13. A Transaction shall be considered to be authorized, only if the Customer's consent is expressed with respect to E-Money as follows:

3.13.1. Instructions with respect to a Transaction are given from the Customer electronically through the Customer's Account with the use of E-wallet or by means of email correspondence from the email address specifically designated by the Customer with PlusPay;

3.13.2. Instructions with respect to a Transaction are given in any other method as may be agreed by the Customer and PlusPay in written.

3.14. PlusPay shall not undertake to execute any Transaction unless it receives the required authorization from the Customer.

3.15. Consent to execute a Transaction may, at the discretion of PlusPay, follow the execution of the Transaction.

3.16. In the absence of consent, a transaction shall be considered to be unauthorized.

3.17. The Customer may be required to provide supporting documentation in relation to any Transaction.

3.18. PlusPay has the right to refuse or reverse the crediting of the Customer Account if the Transaction is due to a mistake or system error.

3.19. Customer shall inform PlusPay and provide its consent in case of a Transaction received by mistake, to proceed with necessary actions for return of E-money.

3.20. PlusPay has the right to refuse any Transaction, at its own discretion, if:

3.20.1. the Customer has insufficient funds to cover the Transaction;

3.20.2. Transaction might cause PlusPay to be in breach of any Regulatory Requirements or might expose PlusPay to any action from any government, regulator or law enforcement agency;

3.20.3. To effectuate the Transaction Customer used anonymizing proxy;

3.20.4. Customer delays or refuses to provide any reasonable extra identification or information that PlusPay might request regarding the nature and economic purpose of the Transaction and/or parties involved with the Transaction and/or;

3.20.5. Transaction will be initiated in a jurisdiction that PlusPay chooses for internal reasons not to execute;

3.20.6. Transaction is in breach of any of the Customer's obligations under this Agreement or any other agreement imposed between the Customer and PlusPay from time to time;

3.20.7. there is a technical reason;

3.20.8. or for any other reason of compliance with the applicable laws;

3.20.9. there is a reasonable suspicion that the Transaction or Customer or other parties related to the Transaction are in breach of any provision of the AML/TF Law, as amended and/or replaced from time to time, or PlusPay's relevant policies and/or;

3.20.10. there is unauthorized use of the Customer Account or fraud involved;

3.20.11. there is criminal activity in connection with Customer Account;

3.20.12. there has been a breach of security or misuse of Customer Account, security details or a payment device.

3.21. PlusPay shall notify Customer of the refusal and, if possible, the reason, unless prohibited by any provisions of the applicable law in writing. If the refusal is objectively justified, PlusPay shall be entitled to impose a reasonable Fee for such refusal.

3.22. PlusPay shall not be liable for any losses suffered by Customer for its refusal to execute a Transaction.

3.23. The time of receipt of Transaction order is when the instructions are received by PlusPay, unless the receipt is not a Business Day for PlusPay. In this case, order for Transaction shall be deemed to have been received on the following Business Day.

3.24. PlusPay may establish a cut-off time near the end of a Business Day, beyond which any order for Transaction received shall be deemed to have been received on the following Business Day.

3.25. Relevant cut-off times are provided to the Customer through the E-wallet System or otherwise communicated to the Customer.

3.26. An order for Transaction may not be revoked once it has been received by PlusPay and an order for Transaction shall not be revoked after consent is provided to initiate Transaction or after giving consent to execute Transaction.

3.27. PlusPay may charge for revocation of prior instructions for Transaction and for any actions performed by PlusPay officers prior to revocation. Invalidation of a Transaction by means of reversal or cancellation, or suspension of a Transaction does not release the Customer from any liability towards PlusPay and the Customer will remain liable for any amount due to PlusPay including any Fees that relate to Transaction.

3.28. Transactions shall be executed in the currency agreed between PlusPay and the Customer. Where a Customer wishes to execute a currency conversion, unless otherwise agreed between the Customer and PlusPay,

this shall be executed based on the conversion rate (exchange rate) being the selling or buying rate of PlusPay accordingly, on the date of execution of instructions for Transaction by PlusPay and for the calculation of which the exchange rate of reference on the date of execution is used as a basis. Exchange rate information is communicated with the Customer daily through the E-wallet System. There may be restrictions with respect to where the Customer can send certain currencies.

3.29. The Customer can receive E-Money in any currency allowed and/or available by PlusPay irrespective of the currency maintained in the Customer Account at the time of the receipt for as long as the Transaction is accepted. In such instances, if the Customer does not possess an E-Wallet in the currency the funds are deposited, PlusPay may automatically open, and the Customer expressly authorises and instructs PlusPay to do so, the E-Wallet in that currency and deposit these funds to that corresponding to the Customer's depositing currency E-Wallet or PlusPay will credit the Customer Account with the equivalent amount of currency of the Customer Account, and in its turn due to cross-border payments regulations in different regions an FX difference between the processed amounts and settlement amounts may occur. Customer acknowledges this fact and shall not raise any claims in relation to the mentioned conversion.

3.30. At any time PlusPay may request additional data or documents to effectuate a Transaction.

3.31. Customer understands, acknowledges and accepts that due to cross-border payment regulations in different regions and settlements an FX difference between the processed amounts and settlement-specific aspects amounts may occur, even though the Transaction currency and Customer Account currency are the same.

3.32. Customer understands and accepts that PlusPay, upon its full discretion, may impose certain limits on amounts of purchased electronic money/ Virtual currency and/or impose special requirements and/or refuse to accept funds for electronic money/ Virtual currency purchase from the Customer at the sole discretion of PlusPay.

3.33. Customer understands and expressly agrees that PlusPay may only proceed with withdrawal of Customer's funds into an account that is held in the Customer's name (Customer is the account holder and beneficiary of the account) at a credit institution, i.e. bank or into an account that is held in Customer's name at payment institution that has established cooperation with PlusPay.

3.34. Customer must observe the condition of the electronic money purchase. If the Customer chose a payment instrument for electronic money purchase that is subject to a chargeback right, the Customer agrees that it will not exercise the chargeback right and will not chargeback any electronic money purchase the Customer made by using that payment instrument and that was credited to Customer Account other than on occasions where PlusPay did not fulfil obligations under this Agreement, which would result in Customer having the right to a refund of electronic money purchased.

3.35. Without limiting PlusPay rights or remedies under this Agreement or any applicable law, if the Customer cancels, chargebacks or reverses an electronic money purchase, the Customer is responsible for paying PlusPay funds equal to the par value of the electronic money purchased, plus applicable Fees. PlusPay may, at its discretion, recover the amount of a cancelled purchase or chargeback of electronic money by reducing the balance on the Customer Account or otherwise collecting the amount from the Customer. PlusPay may charge Customer the Fees and expenses PlusPay incurs in connection with a chargeback and action undertaken to challenge the same.

3.36. If Customer Account is seized or its use is suspended, Customer shall not be able to place orders for Transactions and the orders for Transactions already placed shall not be executed.

3.37. PlusPay at any time of validity of this Agreement shall be entitled to suspend execution of Transactions if such is required under the applicable law or because of other reasons that PlusPay cannot control.

3.38. If the order for Transaction is refunded upon Customer's request, PlusPay is not liable for such a refund and Fees in relation to execution of such Transaction order will not be refunded and additional Fees in relation to crediting Customer Account with the refund might be applicable.

4. Obligations and Rights of PlusPay

4.1. PlusPay shall make available to the Customer the Services as specified in this Agreement and the T&Cs.

4.2. PlusPay shall provide information on the status of Customer Account, as well as statements, as might be requested by the Customer and reasonably provided by the PlusPay, solely upon the Customer's request.

4.3. PlusPay undertakes to inform the Customer, where feasible and possible, of any changes to the Services in advance, as well as keep the Customer informed of any interruptions in the usual functionality of the Customer Account, downtimes or maintenance works.

4.4. PlusPay is entitled to check and monitor Customer's Transactions for restricted activities before and/or after authorising any Transaction, this right includes but is not limited to the process of refunding funds upon closure of the Customer Account and termination of this Agreement.

4.5. PlusPay is entitled to decline any Transaction at its sole discretion in circumstances where that Transaction is deemed to be fraudulent, would be in breach of T&Cs or any applicable law and regulation or if the Customer Account has insufficient funds to make the Transaction.

4.6. PlusPay is entitled to debit funds from Customer Account without Customer's consent if there is an enforcement procedure or a court ruling related to the Customer which obliges PlusPay to do so.

4.7. PlusPay is entitled to stop debiting and disbursement of funds from Customer Account until Customer covers all of its debts to PlusPay or in other cases as foreseen by the applicable laws.

4.8. PlusPay is entitled not to accept or execute Customer's instructions if the funds of the Customer Account are arrested or the Customer's right to dispose of the funds are restricted.

4.9. PlusPay is entitled to impose any additional authorization measures for any of the Transactions to the Customer Account.

4.10. PlusPay is entitled to suspend Customer Account either for failure of the Customer to comply with Regulatory Requirements or for any other reason, serving a notice to the Customer of such suspension.

4.11. PlusPay shall have any other rights as prescribed by applicable law.

4.12.

5. Obligations and Rights of the Customer

5.1. Customer undertakes to cover any and all Fees due to PlusPay, which PlusPay has the right to debit from the Customer Account once the Transaction is performed. If the funds on the Customer Account on the day the Transaction is performed are insufficient, the Customer agrees that such Fees will be debited from the Customer Account once available.

5.2. Customer undertakes to act fairly and to comply with the provisions of this Agreement (including, but not limited to these T&Cs).

5.3. Customer may open a Customer Account provided it is legal to do so in a Customer's country of incorporation. By opening an Account Customer represents and warrants to PlusPay that opening of Customer Account does not violate any laws or regulations applicable to the Customer. If there has been a violation in connection with this, Customer shall pay PlusPay the amount of any losses incurred in connection with such breach.

5.4. All information provided by Customer upon registration of a Customer Account and at any time thereafter must be correct and truthful and Customer undertakes to keep it updated at all times.

5.5. Customer shall use PlusPay E-Money System and the Services subject to the present Agreement and Terms and Conditions, applicable laws and regulations.

5.6. Without prejudice to Transactions prohibited under the T&Cs, Customer shall not receive or send any payments as consideration for the delivery of tobacco products, prescription or non-prescription drugs, pornographic content or services, illegal downloads or goods or services infringing intellectual property rights of a third party, or for any other goods or services the offering or provision of which is illegal under applicable law or as otherwise foreseen in the T&Cs.

5.7. Customer at all times shall cooperate with PlusPay to investigate any suspected illegal, fraudulent or improper activity.

5.8. Upon commencement of the Agreement and at any time thereafter for purposes of complying with Regulatory Requirements, Customer undertakes to provide PlusPay with such information about its business, corporate structure and constitution, shareholders, partners, members, directors, key employees or, in the case of a trust, its beneficiaries. In particular, the Customer shall inform PlusPay in writing of any material changes to its business model or the goods or services it sells or distributes if such change is or can be reasonably expected.

5.9. Customer undertakes to submit all information, data and documents requested by PlusPay for the purpose of provision of Services under this Agreement.

5.10. Customer undertakes to review regularly PlusPay website and PlusPay E-Money System to be timely informed about any changes in respect of the T&Cs and any changes to the Services or the course of the Services provision.

5.11. Customer undertakes not to hack, improperly access or interfere with PlusPay E-wallet system and other software and/or applications (if any) required to provide the Services.

5.12. Customer undertakes not to submit false, misleading, inaccurate information, data or documents, not to use Customer Account for illegal, unlawful or fraudulent activities, activities which may damage the brand name and image of PlusPay, not to use Customer Account for morally or ethically dubious purposes or purposes which in any way violate applicable laws, rules and regulations, not to use Customer Account for the benefit of third party.

6. Fees

6.1. Customer agrees and is liable to pay Fees for the Services under this Agreement. The Fees are to be outlined in Annexes and Schedules to this Agreement and may be amended from time to time at PlusPay own discretion and with a notice served to the Customer.

6.2. PlusPay will notify the Customer of any Fees that relate to Services not indicated in the Annexes and Schedules at the point where the Services are served.

6.3. Fees related to the Transactions are due on the fulfillment, monthly fees or any other periodic Fees are charged within 7 (seven) days of the following month / period.

- 6.4. Customer agrees that PlusPay is entitled to debit Customer's Account with the amount of Fees, commissions, charges, expenses and interests due to PlusPay.
- 6.5. If for whatever reason PlusPay did not deduct applicable Fees under this Agreement, PlusPay shall be entitled to do so within 1 (one) year following the day when respective Fee to PlusPay was due.

7. Regulatory Requirements

- 7.1. PlusPay reserves the right to close or suspend a Customer Account wherein any Transactions are identified that are considered to be a suspicious activity based on the common business standards, anti-money laundering practices, laws and internal policies of PlusPay.
- 7.2. Customer undertakes to report all findings of suspicious activities to the attention of PlusPay.
- 7.3. PlusPay is entitled to hold the E-money while the internal monitoring is turned on and may start the investigation of any suspicious activity. If the investigation concludes that the Customer is in breach of any practices or regulations, PlusPay reserves the right to suspend Customer Account and request the Customer to reverse the Transactions.

8. Restricted jurisdictions

- 8.1. PlusPay does not service any Transactions coming from or addressed to the recipients based in the countries that are on any of the sanctions lists, including but not limited to FATF black and grey lists, as well as any of those at the PlusPay own discretion and as from time to time may be amended.

9. Restricted activities

- 9.1. The Services shall not be provided to the Customer at any time if the Customer's activity is or deemed to involve money laundering, terrorism financing, fraud, any Transaction prohibited by sanctions, tax evasion, or for any other illegal activities, including but not limited to those products and/or services outlined in the Terms & Conditions, as may be amended from time to time.

10. Responsibility

- 10.1. Notwithstanding any provisions of this Agreement, under no circumstances shall PlusPay be liable for any specific, indirect or incidental loss, operating losses, consequential damages, claims by third parties and/or lost data, profits, revenue, customers, goodwill or interest in any other circumstance.
- 10.2. Notwithstanding the foregoing and without thereby limiting liability, Customer shall indemnify PlusPay for any losses or claims, including claims for damages, and for any complaints, legal proceedings or expenses (including, within reasonable limits, lawyers' fees), including but not limited to any fine or fee imposed on PlusPay as a result of Customer's breach of and/or failure to comply with the Agreement and/or all relevant rules, regulations and legislation applicable. The foregoing shall apply irrespective of the Agreement being terminated.
- 10.3. No limitation of liability shall be applicable if that shall not be allowed under the applicable law.
- 10.4. PlusPay shall not be held liable for the following:
- 10.4.1. any Transaction and loss in relation to such Transaction that resulted from the failure to protect the access to the Customer Account and/or authorize Transaction order (irrespective of the reason) or from loss, theft or misappropriation of the credentials required to access Customer Account and/or authorize Transaction order or breach into Customer Account for which PlusPay is not liable;
- 10.4.2. for late receipt of funds by the receiver of the Transaction order if PlusPay duly and timely executed the Transaction order;
- 10.4.3. errors, delays, suspension of funds and discrepancies that occurred by third parties beyond PlusPay control;
- 10.4.4. breach of any PlusPay obligations caused by third parties beyond PlusPay control;
- 10.4.5. for any consequences resulting from termination of the Agreement, suspension of Services or delay of Transaction by PlusPay if PlusPay acted in accordance with the Agreement and applicable law;
- 10.4.6. for breach of the Agreement and/or any and all damages that occurred because of compliance with the applicable law and/or court order and/or order by other state authorities.
- 10.5. PlusPay shall have no responsibility for the E-Money used to top up the Customer Account until PlusPay receives it to the Customer Account. The E-Money will only be issued to the Customer Account after the respective amount has been credited to the Customer's Account and only in the amount received.
- 10.6. Customer at all times shall be solely responsible for the accuracy and completeness of the payment details entered for the purpose of topping up Customer Account or effectuating any of the Transactions. In no event shall PlusPay be held liable for any losses Customer may suffer as a result of inaccuracy of the Transaction details.
- 10.7. Any and all damages shall be suffered by Customer in relation to unauthorized Transactions arising because of failure to:

10.7.1. comply with the rules of use of credentials to access Customer Account resulting from Customer's wilful misconduct or gross negligence or Customer's unfair behaviour;

10.7.2. inform PlusPay immediately on loss, theft or misappropriation of access to Customer Account as soon as practically possible;

10.7.3. follow PlusPay instructions regarding protection of Customer Account, shall be borne by Customer.

10.8. Customer shall be liable to reimburse any and all PlusPay direct and indirect damages and losses that were suffered with respect to termination of the Agreement on any of the grounds indicated in clause 13 of this Agreement or pursuant to the grounds indicated in the T&Cs.

11. Changes

11.1. This Agreement is subject to change from time to time. Changes may be made by mutual agreement between the Parties or by notice from PlusPay to the Customer sent to the business or registered address of the Customer or email, as specified in the Agreement and/or any of the emails registered with the Customer Account. The changes to the Agreement shall be effective as of the date of notice served or specifically specified in such notice or if the change to the Agreement is mutually agreed between the Parties – within 14 (fourteen) days as of the mutual agreement reached between the Parties or as otherwise specifically agreed by the Parties.

11.2. If the Customer objects the changes notified to the Customer, such objection shall be considered as a termination of the Agreement effective on the date the change to the Agreement should have taken place.

12. Warranties

12.1. Customer acknowledges the electronic nature of PlusPay E-Money System which shall be provided strictly on "AS IS" and "WITH ALL ITS FAULTS" basis.

12.2. Customer understands and accepts the risks involved in buying and selling E-Money, including the fact that PlusPay cannot guarantee that any Virtual currency will have, at any time in the future, a certain value (if any) or market liquidity. There is no guarantee that Customer will be able to sell E-money to any third party at a later time, and at no event, will PlusPay be obligated to purchase from Customer any virtual currency, whether bought from PlusPay or otherwise.

12.3. Each Party hereby acknowledges and agrees that it has and will maintain all required business and professional licenses, powers and authorizations to enter into this Agreement and to fulfil its obligations hereunder; it will perform its obligations hereunder with reasonable skill and care; and it has in place and will maintain adequate facilities (including staff training, internal controls and technical equipment) to comply with its data protection and confidentiality obligations hereunder.

12.4. Neither the execution of the Agreement nor the compliance by the Party with its terms and provisions will conflict with, or result in a breach or violation of any of the terms, conditions and provisions of (i) any permit, consent, decision, judgement, order, decree or ruling of any person, authority, organisation or dispute resolution body, to which the Party is subject; (ii) any transaction or commitment to which the Party is a party; or (iii) any applicable laws or laws of incorporation country.

12.5. There is no claim, action, suit, proceeding, arbitration, investigation or hearing, pending or threatened, by or before any authority or dispute resolution body against the Party that might adversely affect the ability of the Party to perform its obligations under the Agreement.

12.6. The Party is a duly established company and is not subject to bankruptcy, restructuring, insolvency, reorganisation, spin-off or liquidation under laws of incorporation country and no such bankruptcy, restructuring, insolvency, reorganisation, spin-off or liquidation is pending or threatened against the Party.

12.7. Customer hereby acknowledges and agrees that: the activity of the Customer complies with applicable law in any jurisdiction in or to which the Customer is making its goods and services available and that the Customer has at all times all requisite licenses and permits in place to engage in the advertising and provision of its goods and services; it is not receiving funds in connection with any illegal, fraudulent, deceptive or manipulative act or practice and that the Customer is not sending or receiving funds to or from an illegal source; it conducts and advertises its service in accordance with applicable law in each jurisdiction in which it or its customers are located, in which its services are available or in which it directly or indirectly advertises its services; it is not allowed to offer Customer Account for use on behalf of or for the benefit of any third party, including but not limited to the companies within its corporate group, without PlusPay prior written consent; the Customer shall indemnify PlusPay and its directors, officers, employees, shareholders, agents and representatives against any loss arising out of or in connection with the Customer's breach of any provisions of this Agreement.

12.8. Customer shall indemnify PlusPay against all losses arising out of the Customer's failure to notify PlusPay of any such changes that are relevant for compliance with Regulatory Requirements applicable to the Customer or PlusPay.

13. Term and Termination

13.1. This Agreement will come into force and effect on the Effective date as outlined above and will continue to be in full force and effect unless and until it is terminated in accordance with clause 13 of this Agreement.

13.2. Both PlusPay and Customer shall be entitled to terminate the Agreement by servicing a written notice at least 30 (thirty) days in advance.

13.3. PlusPay shall be entitled, with an immediate effect, to terminate the Agreement if: as of the Effective Date the Customer provided inaccurate or incomplete information and PlusPay would have not executed the Agreement having known the truthful information; there is a major change in Customer's circumstances, to the extent that if such circumstances existed before the or on the day of the Agreement, the Agreement would have not been executed; Customer failed to provide information regarding changes after execution of the Agreement; Customer poses too high risk of money laundering and/or terrorist financing; Customer is in material breach of the Agreement; the breach of the Agreement by the Customer continues, and such breach is not cured within the time limit specified in writing by PlusPay; Customer activities include illegal or unlawful activities or such activities or actions shall be damaging or may damage the image/reputation of PlusPay; there is a change in Customer's control and such change is not acceptable to PlusPay; Customer or any of its senior management, shareholders or beneficiaries are included in the international financial sanctions and restrictive measures lists or become politically exposed person during the term of this Agreement; PlusPay is required to do so in accordance with the applicable law.

13.4. PlusPay shall be entitled to deduct from Customer Account any Fees, sums owed to state authorities or third parties, any and all outstanding penalties, damages, losses and other amounts that PlusPay has suffered or paid due to Customer's fault. Should there be not sufficient funds on Customer Account, Customer undertakes to credit Customer Account with the respective amount of funds without undue delay, however, not later than within 5 (five) Business Days following PlusPay request in writing.

13.5. Closed Account Fee shall be applicable if specifically foreseen in the Annexes and Schedules or at discretion of PlusPay.

13.6. Termination of the Agreement shall not release Customer from proper fulfilment of all liabilities that arose before termination of the Agreement.

13.7. Even if the Agreement is terminated, it shall remain valid in respect of outstanding claims at the time of the Agreement's expiry.

13.8. Without prejudice to termination rights under the T&Cs, either Party may at any time terminate this Agreement immediately:

13.8.1. if the other Party files a petition for bankruptcy, becomes insolvent, or makes any arrangement or composition with or assignment for the benefit of its creditors, or a receiver is appointed for the other party or its business, or the other Party goes into liquidation either voluntarily (otherwise than for reconstruction or amalgamation) or compulsorily;

13.8.2. upon the occurrence of a material breach of this Agreement by the other Party if such breach is not remedied within five (5) business days after written notice is received by the other Party identifying the matter or circumstances constituting the material breach;

13.8.3. if the other Party violates or fails to comply with any applicable law, regulation or any order by a competent court or government authority.

13.9. PlusPay may suspend Customer Account if:

13.9.1. Customer fails to submit to PlusPay requested information, data and/or documents within time indicated in such a request;

13.9.2. Customer fails to settle with PlusPay in timely and due manner in accordance with the terms and provisions of the Agreement;

13.9.3. Customer has negative balance;

13.9.4. PlusPay has reasonable doubts regarding origin of the funds on Customer Account; PlusPay has reasonable doubts regarding Transaction order (i.e. its reasonability, purpose, legality etc.);

13.9.5. PlusPay has reasonable grounds to suspect that money laundering or terrorist financing has been or is intended to be carried out via Customer Account;

13.9.6. PlusPay becomes aware of the theft, loss or misappropriation of credentials granting access to Customer Account;

13.9.7. PlusPay has reasonable grounds to believe that Customer Account is being used by other persons rather than Customer and its authorized users or in addition to these;

13.9.8. Customer uses Customer Account in such a way that requires prior approval of PlusPay of such way of use;

13.9.9. PlusPay becomes aware of Customer's bankruptcy or liquidation proceedings; PlusPay becomes aware of any other circumstances which may prevent Customer from proper fulfilment of obligations under the Agreement;

13.9.10. Customer's use of Customer Account contradicts provisions of the Agreement and/or applicable law;

13.9.11. PlusPay is obliged to do so in accordance with the applicable law.

13.10.

13.11. The above list is not exhaustive and PlusPay shall be entitled to suspend use of Services on any other ground if PlusPay shall see it necessary to protect Customer interests and/or PlusPay and/or other clients of PlusPay.

13.12. Suspension of use of Services shall be removed once the ground for such limitation shall extinct. In certain cases, depending on the grievance of situation, the above circumstances may result in unilateral termination of the Agreement by PlusPay with an immediate effect.

13.13. Depending on the reason that led to the suspension, PlusPay may explain circumstances in relation to the suspension of Customer Account and respectively provide you with instructions how to cure the situation at hand, unless PlusPay shall not be entitled to do so under the applicable law.

13.14. PlusPay shall not be held responsible for any of Customer's loss or damages suffered in relation to suspension on use of Services provided PlusPay had a reason to suspend the Services.

13.15. Any termination under the T&Cs shall be deemed a termination of this Agreement.

13.16. Upon termination:

13.16.1. each Party shall immediately cease using any Confidential Information of the other Party;

13.16.2. each Party shall return to the other any and all of such other's materials to which such other has a proprietary right and that are in the former's possession and/or in the possession of the former's agents, servants and employees;

14. Force Majeure

14.1. Notwithstanding the foregoing, PlusPay shall not be liable for losses incurred as a result of failure to comply with its obligations in connection with circumstances beyond PlusPay control.

14.2. Even in areas where stricter liability rules prevail, PlusPay cannot be held responsible for losses incurred as a result of:

14.2.1. failure of IT systems, inability to access IT access, damage to the data maintained in the IT systems as a result of any of the reasons listed below, irrespective of whether PlusPay or a third party is responsible for the operation of such systems, a power supply failure or failure in PlusPay' telecommunications systems, legislative or administrative interventions, natural disasters, war, revolution, civil unrest, sabotage, terrorism or vandalism (including virus attacks and computer hacking), strikes, lockouts, boycotts or blockades, regardless of whether the conflict is directed against or was started by PlusPay or by PlusPay' organisation, and regardless of the cause of such conflict.

14.2.2. The foregoing also applies if the conflict only affects portions of PlusPay and other circumstances that are beyond PlusPay' control.

15. Governing Law and resolution of disputes

15.1. This Agreement is governed by the laws of Canada. In carrying out any activities under this Agreement, the Parties shall observe applicable laws and Regulations.

15.2. Customer and PlusPay shall make every endeavour to amicably resolve any dispute, in good faith and in a constructive manner. Customer acknowledges and agrees that threats and blackmailing towards PlusPay are prohibited and constitute a valid ground for interrupting negotiations and for immediate termination of any business relationships.

15.3. In carrying out any activities under this Agreement, the Parties shall observe the laws of Canada.

15.4. In the first instance, the Customer shall raise any complaint relating to the Services provided under this Agreement with PlusPay.

15.5. The Parties shall endeavour to settle all disputes and discrepancies arising from this Agreement and relating to execution, validity and abrogation of this Agreement via negotiations. If such negotiations last for more than 22 (Twenty-two) Business Days this dispute and discrepancy shall be submitted, at the discretion of any Party to the Courts of Canada. PlusPay may also sue the Customer in connection with this Agreement in the jurisdiction in which that respective Party has its registered office (if different).

16. Intellectual property rights

16.1. PlusPay or PlusPay third party is the owner of PlusPay E-wallet system and all software and applications required to provide Services by PlusPay. Proprietary rights and other intellectual property rights that may be attached to PlusPay and/or other software and any other application shall belong to PlusPay or the relevant third party.

16.2. In relation to the PlusPay E-wallet system and its software, Customer shall not make any copies, modify, adapt, reverse engineer, decompile, disassemble, create derivative works of, publish, distribute or commercially exploit PlusPay E-wallet system or any part, element or content thereof, remove any copyright or proprietary notices on PlusPay E-wallet system.

16.3. Customer undertakes not to make any unlawful or unauthorized use of PlusPay E-wallet system, including but not limited to, gain unauthorized access, introduce any computer virus or malware or inhibit their operation.

16.4. In the event of any of the above situations indicated in the clauses above, Customer shall be liable to reimburse any direct and indirect damage and losses of PlusPay and/or third party related to such event. Notwithstanding the foregoing, any such event shall constitute a material breach of the Agreement and shall grant PlusPay the right to immediately terminate this Agreement irrespective of the terms and conditions of the termination indicated in this Agreement and to block any access to Customer Account, other software and/or applications if PlusPay shall consider that necessary to safeguard its intellectual property and to avoid any further damages and losses of PlusPay and/or third party.

17. Notices

17.1. The Parties hereby agree that any and all communications with respect to the Services or this Agreement shall be sent and acknowledged to be received only if sent to the addresses designated in this clause, in particular, to the attention of PlusPay through the Customer Account or an email address, as indicated at PlusPay Website and any and all notices to the attention of the Customer shall be sent to the email address specifically designated and registered for use of the Customer Account. In case of any changes to the registered addresses or emails of the Parties, each Party undertakes to keep the other Party duly informed.

18. Other provisions

18.1. Headings are for convenience only and shall not affect the construction or interpretation of this Agreement.

18.2. Unless the contrary intention appears, words in the singular include the plural and vice versa; words importing the masculine gender include the feminine and neuter and vice versa.

18.3. Any phrase introduced by the term "included", "including", "in particular" or any similar expression will be construed as illustrative only and will not limit the sense of the words preceding that term.

18.4. Neither Party shall assign its rights or obligations hereunder without first obtaining the written consent of the other party. PlusPay, however, may subcontract any portion of its obligations hereunder as well as assign the rights to any of its affiliated entities.

18.5. In the event of any corporate acquisition, divestiture or other transaction including intercompany transaction which affects the name, ownership or corporate affiliation of the PlusPay, this Agreement shall inure to the benefit and/or liability to either party's resultant successor.

18.6. In the event of any corporate acquisition, divestiture or other transaction including intercompany transaction which affects the the Customer, this Agreement may inure subject to the Customer undergoing all of the changes related to the Customer Account, submission of requested data and full compliance with the Regulatory Requirements, however, PlusPay may still request closure of the Customer Account and termination of this Agreement at its own discretion.

18.7. PlusPay retains all ownership rights in the services including any trademark, copyright and other intellectual property rights. The use of any of PlusPay Services does not give the Customer any right to the intellectual property owned by PlusPay.

18.8. PlusPay is the processor of personal data provided by the Customer and its officers, employees and representatives. The purpose of personal data processing is to open a Customer Account, execute transactions, and if necessary, receive the debts from the Customer and provide personal data to third parties in cases and in accordance with the procedure foreseen by the applicable laws.

18.9. The terms and conditions of this Agreement shall be the Confidential Information and shall not be disclosed without the consent of the other Parties, unless required by the law.

19. Signatures and Details of the Parties

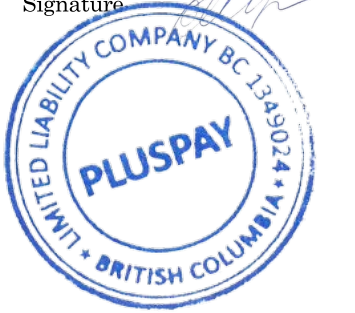
PlusPay

PLUSPAY LTD
Registration number BC1349024
Registered address: 1103-11871 Horseshoe Way, 2nd
floor, Richmond BC V7A 5H5, Canada

Signed on behalf of PlusPay

Jevgenija Liparteliani
Title: Director

Signature:



Customer

Winlink B.V.
Registration number: 154346
Registered address: Kaya Richard j. Beaujon Z/N
Landhuis Joonchi 2

Signed on behalf of the Customer

Gouloud Mercedes Hammoud f/obo
Guardian Corporation Curacao B.V.
Corporate Director
Signature:

A handwritten signature in blue ink, consisting of a stylized, cursive script, written over a horizontal line.

Annex 1

Company name / Name, Surname	Winlink B.V. / Gouloud Mercedes Hammoud f/obo Guardian Corporation Curacao B.V.
Address	Kaya Richard j. Beaujon Z/N Landhuis Joonchi 2
Registration number	154346

Bank Transfer

Incoming payment C2B	prohibited
Incoming payment B2B	0.5%: min 100 EUR
Internal payment	0 EUR
Outgoing payment SEPAⁱ	0.5%: min 100 EUR
Outgoing payment SWIFT¹	0.5%: min 100 EUR

Maintenance Fees

Account opening	€ 0
Monthly minimum fee	€ 0
Minimum account balanceⁱⁱ	€ 0
Account closure	€ 0

Currency Exchange

Fiat currency exchange feeⁱⁱⁱ	1%
Cryptocurrency exchange fee²	Kraken + 2,50%

Customer's confirmation

I hereby confirm that I fully understand and agree with all the rates and fees of PlusPay LTD. described in this document and in Terms and Conditions. I have read PlusPay LTD. Terms and Conditions (available at <https://pluspay.one/terms-and-conditions>) and fully understand them and undertake to comply with them.

Signatures and Details of the Parties**PlusPay**

PLUSPAY LTD
 Registration number BC1349024
 Registered address: 1103-11871 Horseshoe Way, 2nd floor, Richmond BC V7A 5H5, Canada

Signed on behalf of PlusPay

Jevgenija Liparteliani
 Title: Director

Signature:

**Customer**

Winlink B.V.
 Registration number: 154346
 Registered address: Kaya Richard j. Beaujon Z/N Landhuis Joonchi 2

Signed on behalf of the Customer

Gouloud Mercedes Hammoud
 f/obo Guardian Corporation Curacao B.V.
 Title: Corporate Director
 Signature:

PlusPay LTD.
1500 West Georgia, Suite 1300, Vancouver, BC V6G 2Z6, Canada
Phone: +17788196331
E-mail: info@pluspay.one

Annex 2

Winlink B.V.

Kaya Richard j. Beaujon Z/N Landhuis Joonchi 2

To whom it may concern,

We hereby confirm that Winlink B.V., registered under the address Curacao, Kaya Richard j. Beaujon Z/N Landhuis Joonchi 2 with registration number 154346 is a PLUSPAY LTD. customer and account holder, with internal reference number: 492291

ACCOUNT SETTLEMENT DETAILS (OMNIBUS)

SEPA ACCOUNT

Beneficiary Account: PLUSPAY LTD
Iban: CY33904000010000100842801000
Currency: EUR
Bank: ISX Financial
Bank Address / Zip: Makrasykas 1, Strovolos, 2034, Nicosia, Cyprus
SEPA: ISEMCY22
City: Nicosia
Country: Cyprus

SWIFT ACCOUNT

Beneficiary: PLUSPAY LTD
Iban: GB91DIXP00989810018360
Currency: EUR
Bank: DIXIPAY LTD
Bank Address: 35 New Broad Street, London, EC2M 1NH, United Kingdom
Bic/Swift: DIXPGB2L

Correspondent Bank: INCORE BANK AG
Correspondent Bank Bic: INCOCHZZXXX
Correspondent Bank Address: Wiesenstrasse 17, Schlieren, Switzerland

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