PROCESSING SERVICES AGREEMENT № MX-ASE202602/ No.1

This Processing Services Agreement (hereinafter - the ”**Agreement**”), made as of **27** day of February **2026 (the “Effective Date”)** by and between:

MAXNAM SOLUTIONS LTD, a company incorporated under the law of Ontario, Canada, with the company number 1000746687, residing at 1907 Baseline Rd, Unit 104, Ottawa, Ontario, Canada, K2C0C7, on the one part (hereinafter – “**MAXNAM**”), and

Advanced Sports Entertainment N.V., a company registered under the laws of Curaçao, with the company number 140543, residing at Kaya Richard J. Beaujon Z/N Curaçao (hereinafter – “**Merchant**”),
MAXNAM and Merchant shall each be hereinafter referred to as a “Party” and jointly as the “Parties”.

RECITALS

(i) Whereas MAXNAM provides payment processing services to merchants enabling their Customers to pay for such merchants’ goods and services using bank cards and alternative payment methods via payment services providers, and enabling such merchants to perform their financial obligations towards the Customers (refunds and etc.) as well as offer crypto exchange services, and

(ii) Whereas Merchant wishes to engage MAXNAM for accepting payments made by Customers to the Merchant and providing Payout service to the Customer’s Cards and via alternative payment methods in accordance with the payment details (including without limitation Card’s number, phone number, crypto wallet or other) provided by the Merchant to MAXNAM;

NOW THEREFORE the Parties enter into this Agreement and agree as follows:

1. DEFINITIONS

1.1. The Parties agree that for the purposes of this Agreement, the terms included in this Section shall have the meaning that they are respectively given below.

“Agreement Currency” shall mean a currency used by the Parties to perform its payment obligations hereunder as determined in Annex A hereto.

“Allowable Deductions” means any of the following items MAXNAM may deduct from Merchant at any time when due: fees charged by MAXNAM, refunds and reversals, adjustments and Chargebacks, Deposit and any fees, charges, fines, assessments, penalties or other liabilities that are imposed on MAXNAM by the Card Schemes or Third-Party Providers in connection with the processing of Transactions and/or Payouts under Payment Orders.

“**Alternative Payment Method**” or “**APM**” means a payment method (other than Card) which MAXNAM are able and have agreed to provide, such as but not limited to: e-wallets, crypto wallets, payments from/to the phone account.

“Bank Account” means a checking (current) account open to an authorized credit institution.

“**BRAM”** shall mean the Mastercard program on business risk assessment and mitigation towards illegal and brand damaging activity.

“Business Day” shall mean any day on which commercial banks are open for business in the Merchant’s country of business and Ontario, Canada.

“Card” shall mean a bank card, enabling cardholders to make purchases and/or withdraw cash and have these transactions directly and immediately charged to their accounts, whether these are held with the card issuer or not, including without limitation debit cards linked to a Bank Account, prepaid cards, PEX cards, commercial cards, other similar sources of funds, or a bank card, enabling cardholders to make purchases and/or withdraw cash up to a prearranged credit limit, and both bearing the trademark of the Card Schemes.

"Card Schemes" shall mean any payment card scheme including but not limited to «MasterCard Worldwide» («MasterCard»), or «VISA Inc.» («Visa»).

"**Chargeback**" means a reversal Transaction issued by a Third-Party Provider or Card Schemes on the basis of the cardholder's claim.

"Confidential Information" shall mean any data or information, oral or written, treated as confidential that relates to either party's (or, if either party is bound to protect the confidentiality of any third party's information, such third party's) past, present, or future research, development or business activities, including any unannounced products and services, any information relating to Services, developments, relevant documentation (in whatever form or media provided), inventions, processes, plans, financial information, Customer data, revenue, trade secrets, know-how, transaction volume, forecasts, projections, and the financial terms of this Agreement. Notwithstanding the foregoing, Confidential Information shall not be deemed to include information if: (i) it was already known to the receiving party prior to the Effective Date of this Agreement, as established by documentary evidence; (ii) it is in or has entered the public domain through no breach of this Agreement or other wrongful act of the receiving party; (iii) it has been rightfully received by the receiving party from a third party and without breach of any obligation of confidentiality of such third party to the owner of the Confidential Information; (iv) it has been approved for release by written authorization of the owner of the Confidential Information; or, (v) it has been independently developed by a Party without direct or indirect access to or use of the Confidential Information of the other Party.

"Customer" means an individual purchasing the Merchant's goods and/or services, and in relation to funds payouts under Payment Orders, an individual who is the recipient of such a payout.

"**Monthly Transactions Report**" means a report containing the information about all Transactions completed during a particular calendar day.

"**Monthly Payouts Report**" means a report containing the information about all Payouts under Payment Orders completed during a particular calendar day.

"**Monthly Reports**" shall mean the Daily Transactions Report and the Daily Payouts Report referred to collectively. The Form of Daily Reports shall be in the form prescribed by MAXNAM.

"Data Protection Law" means the EU General Data Protection Regulation 2016/679 (as amended and replaced from time to time), and their national implementing legislation as well as Personal Information Protection and Electronic Documents Act (PIPEDA) (as amended and replaced from time to time).

"Reserve Amount" means monetary funds secured in favor of MAXNAM in accordance with this Agreement to guarantee the fulfillment of the Merchant's obligation to MAXNAM under the Agreement.

"Effective Date" shall mean the date first written above upon which this Agreement is executed by the Parties.

"Exchange" shall mean the change of supported by MAXNAM currency or alternative currency exchange to crypto currency or vice versa.

"GBPP" shall mean Visa's Global Brand Protection Program (GBPP) for protection of card brands and consumers from illegal and/or brand-damaging activity.

"**IT Protocol**" means a technical integration protocol, provided by MAXNAM, implemented by the Parties.

"Order" shall mean the request to change the fiat currency to cryptocurrency or vice versa.

"MATCH" shall mean the Mastercard Alert to Control High-risk system designed to provide Acquirers with the opportunity to develop and review enhanced or incremental risk information before entering into a Merchant Agreement. The MATCH database includes information about certain Merchants (and their owners) that an Acquirer has terminated.

"**Material Change of Law**" shall mean any change in applicable law or regulations or the interpretation thereof by any court or other authorized body having jurisdiction after the Effective Date, because of which the performance of any provision of this Agreement becomes unlawful or impossible for MAXNAM or materially impeded.

"**Merchant Account**" shall mean an internal record established by MAXNAM for the Merchant to account funds received by MAXNAM from the Customers.

"**Merchant's Interface**" shall mean the web interface of the MAXNAM system accessible to the Merchant via the Internet, through which the Merchant can obtain statistical data about all Transactions and Payouts (including their status), as well as form and send a Payment Orders to MAXNAM.

"**Payment Order**" shall mean an instruction given by the Merchant to MAXNAM requesting a funds transfer to a Customer.

"Payout" shall mean a funds transfer made by MAXNAM to a Customer based on the Payment Order.

"Payout Account" means an internal record established by MAXNAM for the Merchant to account funds received by MAXNAM from the Merchant for making Payouts

"**Personal Data"** means any information disclosed by the Merchant to MAXNAM and/or collected by the Party pursuant to this Agreement relating to an identified or identifiable individual ("Data Subject"), including, without limitation, name, address, e-mail, telephone number, business contact information, date of birth, social security number, credit or debit card number, bank account number, and any other unique identifier or one or more factors specific to the individual's physical, physiological, mental, economic, cultural or social identity.

"Rules" means any set of bylaws, rules, regulations and policies set by any of Card Schemes, Regulatory and/or the rules and procedures governing the making and accepting of Alternative Payment Method payments and Third-Party Provider as stipulated by the relevant APM provider and/or Third-Party Provider

"Third-Party Provider" and/or "third party" shall mean a third-party professional organization involved by MAXNAM for performance of its obligations hereunder such as acquiring bank, payment institution, or APM Provider.

"**Transaction"** shall mean a payment sent by a Customer to a Merchant using a Card or APM via the Merchant's website and mobile application.

"**Transaction Notification**" means short information on the processed Transaction generated by the MAXNAM electronic system and sent to the Merchant automatically, as may be provided by IT Protocol.

"VMSS" shall mean the Visa Merchant Screening Service is a database of Merchants and agents whose contracts with their Acquirers have been terminated for cause, using the specific listing reason codes.

2. SERVICES

2.1. Services scope. MAXNAM will provide Transaction and/or Payout processing (VISA, Mastercard and APM) and settlement and/or Exchange services to the Merchant on the terms and conditions of this Agreement (the "**Services**").

2.2. MAXNAM Obligations. MAXNAM shall:

a. establish Merchant Transaction and Merchant Payout Accounts for the purposes of accounting and settlements to Bank account under this Agreement;

b. receive the Transactions' funds from Customers and transfer such funds to the Merchant Account according to Section 5 herein;

c. deliver to Merchant the Transaction Notification for each affected Transaction promptly after the processing of the relevant Transaction if such notification is specified by the IT Protocol or reflect such Transaction information in the Merchant's Interface;

d. form the Monthly Reports and make them available to the Merchant until 7 working days when MAXNAM received the relevant information from the organization that ensures Transactions/Payouts for MAXNAM (APM provider, Bank, Third-Party Provider or other) or in case of Exchange services on the day after MAXNAM has performed Exchange service;

e. not suspend or limit the Services at its sole discretion unless such suspension or limiting occur due to (i) breach any provision and/or reasonable cause to believe of financial crime, fraud or other illegal activities; (ii) excessive levels of Chargebacks or Refunds; (iii) reasonable suspicion of non-compliance with the Regulatory Requirements or the Rules; (iv) when MAXNAM believes it is necessary or desirable to protect the security of Account Data, Transaction Data, Personal Data or Merchant`s Account; (v) upon request from a competent Regulatory or court;

f. retain and/or freeze funds of Transactions or Payouts if required to do so by the applicable law;

g. have a right to suspend or refuse processing of Transactions and Payouts in the event of any circumstances preventing their processing, and such suspension or refusal shall not entail any penalties or claims from Merchant under this Agreement;

h. provide Merchant with the information required for using Services under this Agreement, including without limitation IT Protocol details; and

i. withhold the Payment Order amount from the Payout Account and make the Payout to the Customer or notify the Merchant about inability to make the Payout due to insufficiency of the Payout Account funds.

j. at own choice to decline any Merchants URL and not to process Transaction and/or Payout related to such declined Merchants URL.

2.3. Merchant's Obligations. Merchant shall:

a. comply with the IT Protocol and instructions of MAXNAM with regard of the technical integration to the MAXNAM software and systems

b. complete the integration works in accordance with the integration documents provided by MAXNAM and follow MAXNAM reasonable instructions with regards to the technical integration of the IT Protocol into Merchant's websites and software applications;

c. acquire, implement and maintain all software required to fulfill its obligations under this Agreement;

d. accept Transactions and credit the Merchant Account on the basis of the relevant Transaction Notification;

e. provide for authorization to MAXNAM the Merchant's URL and other information necessary to provide the Services;

f. to carry our KYC and Due Diligence of its Customers;

g. provide requested information and submit requested documents regarding Transaction and Payout (including but not limited to Chargeback) to MAXNAM within 3 (three) Business days;

h. at all times to observe and abide the Rules and applicable laws;

i. not initiate, perform, or otherwise be involved in any of the activities listed in Annex B hereto;

j. unconditionally agree that by initiating Transaction, Payout, Exchange or by sending and receiving funds, the Merchant appoints the MAXNAM as its nominee custodian to manage the Merchant Account where it is appropriate in the sole opinion of the MAXNAM or by Merchant's instruction. Should the MAXNAM suffer any direct damage, expense, liability, cost or loss from the Merchant's use of the Services due to the Merchant's gross negligence, and such direct damage, expense, liability, cost or loss is not caused by gross negligence or wilful misconduct of the MAXNAM, the Merchant shall indemnify and reimburse the MAXNAM in full for such direct damage, expense, liability, cost or loss within 5 (five) days of receiving an invoice from the MAXNAM. If the Merchant fails to pay within 5 (five) days of receiving an invoice from the MAXNAM or payment is not sufficient to reimburse the MAXNAM for such damage, expense, liability, cost or loss, the MAXNAM reserves the right to debit the Merchant Account accordingly and/or to withhold amounts from currency the Merchant has requested to transfer.

k. provide all and any reasonable assistance to MAXNAM or the regulatory body to assist them with any investigations being carried out in respect of the Merchant's activities;

l. have the right to initiate Payout provided that the Payout Account amount is sufficient to cover the amount of such Payout and relevant Fees;

m. have the right to initiate Exchange service provided that Merchant provides sufficient funds to MAXNAM for the Exchange and relevant Fees.

n. not discourage Customers from using MAXNAM service by imposing additional charges on Transactions;

o. provide MAXNAM with documents and information required for completion of the Merchant due diligence by MAXNAM;

p. provide MAXNAM with the Customer's Personal Data and other information on the Customer's activities as may be requested by MAXNAM;

q. maintain sufficient Reserve Amount in accordance with Section 4 herein;

r. be responsible for all and any Chargebacks,Fraud transactions, fines, penalties, liabilities and other charges imposed by the Card Schemes and/or Third-Party Provider on the Merchant and/or MAXNAM due to the Merchant's business, Transactions or Payouts;

s. provide the Customer with a receipt confirming the Transaction to the e-mail or mobile phone number specified by the Consumer, as well as provide the Customer with the opportunity to print and / or save such a receipt on a computer / other device that has access to the Internet;

t. receive Daily Reports via the API or to email specified by the Merchant or via Merchant Interface (regarding Daily Payout Report) for the past day and compare them with their own data. Merchant shall notify MAXNAM of any discrepancy between the Merchant's data and the Daily Reports no later than seven (7) Business Days following the day for which such Daily report was compiled. In the absence of such notification, the Daily Reports shall be deemed to be approved by the Merchant upon the expiration of the said seven (7) Business Day period.

u. ensure that the following conditions are observed:
    - the Card has not been cancelled as shown in any notification issued by or on behalf of MAXNAM;
    - the Card has not expired;
    - the Transaction is not illegal and does not damage the goodwill of MAXNAM or the Card Schemes;
    - the price charged for goods (services), when they are paid by Card or through APM, does not exceed the price of such goods (services), when it is paid to Merchant in any other way (unless otherwise provided by this Agreement);
    - the Merchant has not deviated in any other way from the terms of the Agreement or MAXNAM's current operating instructions; and

v. not submit to MAXNAM a Transaction that the Merchant knows or should know to be fraudulent or not authorized by the Customer, or that it knows or should know to be authorized by a Customer colluding with the Merchant for a fraudulent purpose.

w. The Merchant is deemed to be responsible for the conduct of its employees, agents, and representatives.

x. inform MAXNAM by email immediately after becoming aware of any incident which has or will probably have an adverse impact on the integrity, availability, confidentiality, authenticity, and/or continuity of the Services, including of any incidents that may result in direct or indirect unauthorized access to the Merchant or the Customers or MAXNAM data, Transaction/Payout data or other personal data; and

y. immediately inform MAXNAM about any changes (i) in information Merchant submitted to MAXNAM (ii) any adverse change in Merchant financial status (iii) any changes in Merchant ownership or business structure and (iv) any material changes which may have adverse effect on Merchant ability to perform its obligations under this Agreement.

z. Ensure and procure to the agreement with any of the Merchants the obligations to ensure compliance with BRAM or GBPP and immediately notify the PSP in case of non-compliance activity or deemed non-compliance activity.

2.4. Expenses. Each Party will cover its own costs and expenses in connection with, cost of facilities, equipment, employees, training, communication, computer systems and other business expenses, such as the applicable attorney fees, accounting fees, and other (unless otherwise provided by this Agreement).

2.5. Adjustment of Payouts. Once completed, a Payout is irrevocable and cannot be changed, adjusted, or terminated. Merchant acknowledges that MAXNAM is not responsible for any loss incurred by the Merchant due to an erroneous Payment Order being completed by MAXNAM.

2.6. Adjustment of Exchange. Once completed, an Exchange is irrevocable and cannot be changed, adjusted, or terminated. Merchant acknowledges that MAXNAM is not responsible for any loss incurred by the Merchant due to an erroneous Exchange being completed by MAXNAM.

2.7. No Additional Charges. The Merchant shall not charge any commission on the Transactions, if such commission is prohibited by the applicable laws and regulations, otherwise the Merchant shall prior notify MAXNAM in this respect.

2.8. No Fiduciary Duty. The Parties agree that funds being in the possession of MAXNAM pursuant to a Transaction and Payout under this Agreement are held in trust and such funds cannot be commingled by MAXNAM with the other MAXNAM' funds, however the MAXNAM's financial statements do not have to reflect such funds as restricted cash, with exception to funds held as a Reserve Amount. Protection is provided by segregation of funds.

2.9. Refunds. In the event that the Merchant is required to affect a full or partial refund to a Customer in respect of a Transaction, then any such refund should be affected to the Card that was used in the Transaction. The Refund must not exceed the authorized amount of the related Transaction. In no circumstance may the Merchant affect a refund directly to a Customer via an alternative mechanism such as cash or a credit transfer to an IBAN.

2.10. Card Scheme Rules Compliance. The Merchant acknowledges and understands the importance of compliance with Visa and Mastercard security requirements, such as those relating to Transaction information, storage, and disclosure. The Merchant will endeavor to protect Transaction information and will maintain and demonstrate compliance with the Payment Card Industry Data Security Standards (PCI-DSS) and all subsequent requirement updates. PCI-DSS resources for merchants may be found at https://www.pcisecuritystandards.org/merchants/. The Merchant undertakes to avoid the storage of the Card number at any time. The Merchant agrees that in its activities, the MAXNAM is guided by the rules of Card Scheme and Third-Party Providers, the MAXNAM reimburses the Card Schemes, Third-Party Providers in full, legally imposed by them reasonable fines and other deductions related to the Merchant's activities. Letters of the listed persons, including those received by facsimile and e-mail, as well as letters of the MAXNAM, compiled on the basis of information on the issuance and /or cancellation of fines and other deductions received from the listed persons, are sufficient grounds for the MAXNAM to collect, hold and/or claim and/or sue against Merchant for any and all damages, as well as are appropriate evidence in the resolution of disputes in court. The Merchant is aware that breach of Card Scheme Rules may lead to MAXNAM reporting Merchant to MATCH or VMSS.

2.11. Audit. MAXNAM may request to conduct financial, compliance, security audits or, in case of suspicious transactions/activity and security threats, in which case such audit shall be completed within 30 days from the request of MAXNAM.

2.12. Suspension of Services. Merchant agrees that, in addition to any other rights MAXNAM may have against Merchant, MAXNAM unilaterally and at its own discretion and without notice is entitled to suspend the provision of Services under this Agreement:

i. if the Rules are subsequently amended in such a way as, in the reasonable opinion of MAXNAM, to make the continued provision of Services under this Agreement impracticable or economically unviable; and/or
ii. if the Merchant is suspected of breaking the Rules.

2.13. General Compliance. The Merchant shall ensure that all of its staff using the Service are properly trained in its use and that it has available technical and other data necessary to provide proper instructions in the use of such Service. The Merchant undertakes not to split Transactions into two or more smaller ones. MAXNAM reserves the right to request any documentation from the Merchant, at any point in time throughout the whole business relationship between the Merchant and MAXNAM, confirming the Merchant's compliance with the terms and provisions of this Agreement. The Merchant shall cooperate with MAXNAM upon receipt of such requests, and shall provide such documentation without delay, within a maximum of three (3) Business Days unless otherwise specified by MAXNAM, and in accordance with the requisites specified by MAXNAM in its request.

2.14. Transaction Authorization. The Merchant shall follow the following rules in course of the Transaction authorization:

a. The Merchant must attempt to obtain the Card expiry date and forward it to MAXNAM as part of the authorization request for any Transaction.
b. The Merchant agrees that it will not present for payment a Transaction which has failed any one or more of the authentication checks, such authentication checks include but are not limited to CVV2/CVC2 and/or 3D Secure authentication.
c. Each request for authorization shall be for the total original Transaction amount, including applicable taxes.
d. Authorization can only confirm the availability of funds and that the Card has not been reported lost or stolen. Authorization shall not be deemed or construed to be a representation, promise or guarantee that MAXNAM will accept the Transaction and that the Merchant will receive payment, nor that the person making the Transaction is the Customer.
e. Authorization may not be sought or obtained on behalf of any third party.
f. When carrying out a Two-Stage Transaction, Merchant must complete the second stage within seven (7) calendar days from the date of authorization. Two-stage Transaction means a Transaction in which the Transaction amount in the first stage is reserved (held) on the Card, and in the second stage, after confirmation of authorization, is debited from the Card. The Transaction date in this case is the date of the second stage of the Transaction.
g. When carrying out a recurring Transaction, a Merchant must:
   - obtain authorization for each Transaction;
   - provide MAXNAM with the correct indicator for each Transaction in the authorization request;
h. Storage of authenticating data including in accordance with the Rules.
i. The Merchant hereby undertakes to hold MAXNAM harmless and fully indemnified against all actions, proceedings, claims, costs, demands and expenses which MAXNAM may incur or sustain by acting upon or otherwise complying with any communications or instructions (including any authorization for a Transaction and Payment Orders) which MAXNAM shall reasonably believe to have been made or given on the Customer's or Merchant behalf, and this irrespective of whether or not such communications or instructions are made or transmitted without the Customer's or Merchant authority.

3. MERCHANT ACCOUNT AND PAYOUT ACCOUNT

3.1. The Merchant Account and Payout Account are not bank accounts. Merchant acknowledges that Merchant Account and Payout Account are not covered by any depositor protection scheme. The funds held in Merchant Account and Payout Account do not accrue interest.

3.2. Funds shall be credited to Merchant Account on the day MAXNAM receive these funds from the relevant Card Scheme or Third-Party Provider settling the payment funds to MAXNAM. If MAXNAM receive such funds on a non-Business Day or after end of Business Day, MAXNAM may credit the funds to Merchant Account on the next Business Day. MAXNAM reserve the right to only credit Merchant Account with such sums that remain due to Merchant after deduction of any Allowable Deductions, provided that such deduction shall either be shown on Merchant Account together with the credit of the remaining funds or shall be separately notified to Merchant.

3.3. Merchant shall have no claim against MAXNAM for crediting of funds to Merchant Account before MAXNAM have received such funds from the relevant Card Scheme or APM provider or other third party settling the payment funds to MAXNAM.

3.4. Funds shall be credited to Payout Account within three Business Days from the date of MAXNAM receive such funds from the Merchant or receipt of the Merchant's order to transfer to the Payment Account part of the amounts to be credited to the Merchant Account or held in the Merchant Account. MAXNAM does not guarantee to credit funds to the Payout Account within the specified period, if the last day of this period falls on a day off or other non-working day of the organization that ensures the Payouts for MAXNAM (APN provider, Bank, Third-Party Provider or other). In this case, the funds will be credited to the Payout Account within two (2) business days of such organization.

3.5. In order to receive funds from Merchant Transaction Account, Merchant is required to open and maintain a bank account at a credit institution of its choice, provided that (a) this credit institution is a member of a recognized payments clearing and settlement system and that (b) we have not rejected your chosen bank account ("Merchant Bank Account") within reasonable time of your application. In addition to the Bank account you may open and maintain a payment account at a recognized payment service provider of your choice, provided that MAXNAM has not rejected your chosen payment account ("Merchant Payment Account").

3.6. Merchant shall give to MAXNAM at least 10 Business Days prior notice of any changes of the Merchant Bank or Payment Account.

4. RESERVE AMOUNT

4.1. Merchant designates in the discretion of MAXNAM Reserve Amount in the form and amount specified in Annex A hereto with MAXNAM, as a security that MAXNAM will properly fulfill its financial obligations hereunder. MAXNAM is authorized to use the Reserve Amount to settle the amount of funds due and payable to MAXNAM by the Merchant, including but not limited to, the amounts of Allowable Deductions and Fees for provision of Services hereunder.

4.2. The Merchant hereby gives its irrevocable consent to MAXNAM to use the Reserve Amount funds to provide security and/or any other guarantee as may be required from time to time by the Card Schemes for payment against potential Chargebacks and/or payments of any charges/assessments and/or fines to the said Card Schemes for any breach that is caused by the Merchant's actions and/or inactions, and/or payments of any commissions/fees charged by third party banks and/or by the Card Schemes for completion of required activities under this Agreement (including without limitation registration/certification of the Merchant with the Card Scheme and others), and/or costs for an audit or other check initiated by the Card Scheme and related to the Merchant's activity/inactivity.

4.3. MAXNAM reserves the right to use and enforce the Reserve Amount and/or any other security to pay Chargebacks and/or payments of any charges/assessments/fees and/or fines and/or penalties, even in the instance where the Merchant declares bankruptcy or insolvency and MAXNAM reserves the right to retain the Reserve Amount and/or any other security for a period of six (6) months, or any longer period as determined by MAXNAM in its notice to terminate, after the termination of this Agreement.

4.4. Merchant acknowledges that Reserve Amount is not covered by any depositor protection scheme. The funds held in Reserve Amount do not accrue interest. Under no circumstances shall the Reserve Amount be deemed to constitute a deposit or otherwise a repayable sum held by us on your behalf.

5. EXCHANGE

5.1. MAXNAM allows the Merchant to submit orders to buy or sell cryptocurrencies.

5.2. The Merchant recognizes that an Order should only be submitted after careful consideration and conducting the Merchant's own research. The Merchant further understands and accepts the consequences of an Order's execution. The Merchant agrees that as soon as the Order is executed, such Exchange is irreversible and may not be cancelled. Exchanges will be executed instantly upon the matching of the buyer's and the seller's Orders without prior notice to the buyer and the seller and will be considered to have taken place at the execution date and time.

5.3. The Merchant acknowledges and agrees that he/she is responsible for properly checking and filling in all Exchange details during the deposit or the withdrawal of cryptocurrencies or fiat currencies.

5.4. The Merchant acknowledges and agrees that if Exchange details are not specified or are incorrectly indicated within the Exchange the Merchant may lose his/her funds.

5.5. Minimum and maximum Order amounts may vary for each trading pair and can be advised by MAXNAM when placing an Order.

5.6. The Merchant acknowledges and agrees that deposit and withdrawal Exchange in fiat currency may be delayed due to some bank verifications and checks. Similarly, and due to the inherent nature of the cryptocurrency networks, the Merchant acknowledges and agrees that depositing and withdrawing cryptocurrencies into/from their Merchant Account may take some time.

5.7. If the Merchant discovers Exchange unusual activity, including but not limited to unknown deposits and withdrawals, on their Merchant Account that was not initiated by the Merchant, the Merchant shall immediately notify MAXNAM of this fact and follow the instructions sent by MAXNAM. Otherwise, MAXNAM reserves the right to freeze the Merchant Account until the end of the investigation.

5.8. MAXNAM may be forced to cancel or recall already executed withdrawal Exchange at the request of financial institutions, including but not limited to banks, which are involved in the settlement of such Exchanges. In such cases, the Merchant obliged to cooperate with MAXNAM in order to discover the reasons for such request.

5.9. MAXNAM at its sole discretion may set minimum deposit amounts. If the amount is less than specified, the funds will not be credited to the Merchant's Account.

5.10. MAXNAM reserves the right but not an obligation at the Merchant's request to recover in certain situations incorrectly sent by the Merchant to its Merchant Account.

5.11. The Merchant acknowledges and agrees that the attempt to recover the incorrectly sent cryptocurrency deposit incurs a non-refundable fee of 10% from the cryptocurrency deposit amount, but not less than 100 (one hundred) EUR in your deposit cryptocurrency equivalent. This fee will be calculated from the original amount of the Merchant's deposit and charged in the deposit's cryptocurrency.

6. SETTLEMENT

6.1. Fees. The Merchant will pay fees to MAXNAM calculated in accordance with Annex A hereto. Fees shall be due upon completion of a relevant Payout or a Transaction and shall be deducted by MAXNAM from the Payout Account amount or from the Transaction's amount to be credited to the Merchant Account. MAXNAM has the right to unilaterally review fees with prior notice to Merchant ten (10) days before the new fees take effect, unless a shorter period specified MAXNAM in such notice. Fee is calculated in respect of each Transaction or Payout processed by MAXNAM. Fees shall be due upon completion of a relevant Payout or a Transaction and shall be deducted by MAXNAM from the Merchant Payout Account amount or from the Transaction's amount to be credited to the Merchant Transaction Account. In the event that the Merchant does not agree with the new fees, it has the right to immediately terminate the Agreement, before the proposed changes come into force, without paying any penalty.

6.2. Payments. MAXNAM will credit the difference between the Transactions' amount and Fees' amount to the Merchant Account. MAXNAM will make Payouts to the Customers, provided that the Payout Account funds are sufficient to cover such transfer and the related fees. The terms of payments will be agreed by the Parties in Annex A to this Agreement.

6.3. Currency. All Transactions and Payouts shall be transacted in the Agreement Currency. In case a Transaction's or a Payment Order's currency differs from the Agreement Currency, then the settlement amounts shall be calculated on the basis of the exchange rate used by MAXNAM on the date of such Transaction and/or Payout as set out in Annex A.

6.4. Netting. The Parties agree to set-off their outstanding mutual obligations which may arise in course of their cooperation hereunder. Netting calculations will be done by MAXNAM and provided to the Merchant in the Daily Reports. This netting agreement is irrevocable, unless the Merchant suspects an incorrect accounting and calculation made by MAXNAM, in which case this netting agreement may be cancelled by a written notification delivered by the Merchant to MAXNAM. For the avoidance of doubt, (a) in case of insufficiency of the Payout Account funds to cover the Payouts requested by the Merchant, MAXNAM may in its sole discretion deduct the balance from the Transactions' amount due to the Merchant (from the Merchant Account); (b) in case of insufficiency of the Reserve Amount funds to cover the Allowable Deductions MAXNAM may in its sole discretion deduct the balance from Merchant Account or Payout Account. MAXNAM may withhold payment of any amount payable to the Merchant (in part or in whole) where there are any sums due or owing by the Merchant to MAXNAM, and the Merchant agrees that MAXNAM may exercise set-off and deduct such amounts due or owing by the Merchant to MAXNAM from any amount payable to the Merchant by MAXNAM.

6.5. Reconciliation. The Parties will reconcile their financial obligations hereunder on a monthly basis based on the aggregate reconciling file delivered by MAXNAM to the Merchant. If any discrepancy(-ies) is detected, the Merchant will request an adjustment of the reconciliation statements. The Parties will use reasonable endeavors to clarify any disputable issue and to make adjustments to their account balances under the Agreement (if applicable). The Merchant may request an adjustment at any time within this Agreement, provided that, if the Merchant doesn't object to a reconciliation file within ten (10) days from date of receipt of the reconciling file from MAXNAM, invoices and settlement data for that particular month will be deemed accepted by the Merchant.

6.6. Special Provisions. Where MAXNAM has made payment on any Transaction, MAXNAM shall nonetheless be entitled to debit any amount credited to the Merchant Account or Payout Account or, if such amount is not available in the Merchant Account and Payout Account, seek reimbursement of any amount paid to the Merchant, or debit such amount from the Reserve Amount, or may delay payments to the Merchant for a period of time as determined by MAXNAM within its sole discretion and, if applicable, may require additional information from the Merchant from time to time, where:

a. the Merchant is in breach of any of the terms of this Agreement in respect of any Transaction;
b. the Transaction is proved to have been created or generated improperly or without authority of the relevant Customer;
c. MAXNAM suspects that the Merchant is in breach of any terms and conditions of the contract giving rise to the Transaction or the Merchant has made misrepresentation whether intentionally or negligently in the course of the Transaction;
d. the sale of goods or services to which the Transaction relates involves a violation of law or the rules or regulations of the Card Schemes or any governmental agencies, local or otherwise;
e. MAXNAM is aware of any penalty and/or fine which may be imposed by the Card Schemes as a result of or in connection with the Agreement, any transaction or the goods or services relative to the transaction, any promotion or marketing of any goods or services sold by the Merchant, improper activity of the Merchant, any misrepresentation by the Merchant to the Customer or any breach of

any obligation or duty that the Merchant owes to the Customer, any investigations into transactions which are shown to involve fraudulent or criminal activity on the Merchant's part, any breach of, or failure by the Merchant or its employees, agents or contractors to comply with the Agreement, any act or omission done willfully or negligently by the Merchant, its employees, agents or contractors as well as any violation by the Merchant, its employees, agents or contractors of any applicable laws or regulations.

6.7. Chargebacks. If any amount is the subject of a pending Chargeback by Card Schemes or any affiliate, MAXNAM shall withhold payment of that amount pending the final determination of the dispute. In addition, where MAXNAM has made payment of any such amount, MAXNAM shall nonetheless be entitled to debit such amount credited to the Merchant Account or, if such amount is not available in the Merchant Account, seek reimbursement of such amount paid to the Merchant, including debit such amount from the Payout Account or Reserve Amount. MAXNAM will charge the Merchant with a Chargeback processing fee specified in Annex A hereto. The Merchant acknowledges that due to currency exchange differences and issuing bank fees, the value of a Transaction and the value of an eventual Chargeback of the same Transaction may not be equal. Without prejudice to its other rights under this Agreement, MAXNAM may delay payments to the Merchant for a period of time as determined by MAXNAM within its sole discretion and, if applicable, may require additional information from the Merchant from time to time in the following cases:

a. if there are changes in the business model of the Merchant that may have an impact on the risk to MAXNAM;
b. if there are unexpected increases in chargeback / refund / fraud transactions processed by the Merchant; and
c. if there are sudden drops in processing by the Merchant which may result in a negative balance.

Without prejudice to any other provision of this Agreement, as a cover against losses from Chargebacks and/or Fees which cannot be recovered by MAXNAM, MAXNAM may block and retain a percentage, or the full amount of the Transactions processed. The retention rate will be directly related to the Chargeback Rate.

6.7.1. If the Chargebacks occurs due to the closure / legal incapacity (including, but not limited to: license revocation, bankruptcy, liquidation procedures and any other circumstances) of any settlement participant (including, but not limited to: acquiring banks, issuing banks, Card Schemes or any affiliate), the Merchant assumes the amount of such Chargebacks unconditionally and in full.

MAXNAM, in turn, is not and cannot be held responsible for any participants in the settlements (including, but not limited to: acquiring banks, issuing banks, Card Schemes or any affiliate), and therefore the Merchant fully assumes the risk and payouts of the above Chargebacks.

6.7.2. Any fees and costs that may arise during the implementation of the Chargeback (including Card Schemes, but not limited to) are unconditionally and fully payable by the Merchant.

6.8. Fraudulent Transactions. If the Merchant or the Merchant's end customer commits or attempts to commit any fraudulent transaction of any nature as determined by MAXNAM, or Card Schemes or applicable laws, MAXNAM has the right to immediately cancel the Transaction in addition to any other legal action available by law. The Merchant shall be fully liable for all amounts and damages of any nature that MAXNAM, Card Schemes or third parties may sustain because of fraudulent acts. MAXNAM shall have the right to and is hereby authorized to file complaints and reports on behalf of the Merchant and to provide information about the Transaction to any competent court, or regulatory or government authority and to participate in any investigation of fraud. MAXNAM is not and cannot be held responsible for any participants in the settlements (including, but not limited to: acquiring banks, issuing banks, Card Schemes or any affiliate), and therefore the Merchant fully assumes the risk and payouts of the fraudulent transactions.

7. INFORMATION REQUIREMENTS

7.1. Transaction and Payment Order Information Requirements. Each Transaction and Payment Order will include (among other) the following information:

a. Customer's full name and address (if applicable);

b. Customer's Card's number (PAN) and expiration date or the Bank Account's details (if applicable); and

c. Amount to be transferred by or to such a Customer.

Completion of Transactions and/or Payouts is subject to provision of certain documents and information about such Transaction and/or Payouts, including Personal Data, to MAXNAM as may be requested by MAXNAM in its sole discretion. MAXNAM reserves the right to reject or suspend any Transaction and/or Payouts if such documents and information have not been provided to MAXNAM.

7.2. Record keeping. Both Parties shall retain in their power, during the term of this Agreement and not less than for five (5) years after its termination, all documents and information related to Transactions or Payouts, including without limitation, the Customer information. The Parties agree that such information shall be considered Confidential Information under this Agreement. Such information retained by Merchant shall be made available for audit and inspection to MAXNAM upon request. MAXNAM shall be entitled to make and retain copies thereof.

8. INQUIRIES

8.1. Cooperation with the Authorities. In case of investigations and/or requests initiated by the competent authorities, Merchant agrees to provide MAXNAM with all necessary information, documents, and other assistance, unless such assistance is in violation of the law applicable to the Merchant. This provision shall remain in force for the period of this Agreement and for five (5) years thereafter. The provision of requested information and documents shall be without any charges.

8.2. Early Termination on False Declarations. In case MAXNAM obtains certificates or reports from the competent authorities that differ in context with the written declarations of the Merchant and/or the shareholders or managers of the Merchant, or in case such reports show that any of them is involved in money laundering, terrorist financing, trade of narcotics or any other illicit activity, or that any of them is in payment suspension, meeting of creditors, bankruptcy or subject to any undisclosed material litigation or sanctions or other similar restrictions, this Agreement may be terminated by MAXNAM with an immediate effect.

9. CONFIDENTIALITY

9.1. Use of Confidential Information. A Party, receiving a Confidential Information from the other Party, will at all times keep such Confidential Information in secret and will not reveal it to third parties, or use (except as expressly allowed by this Agreement), or profit from the Confidential Information without previous written authorization from the disclosing Party.

9.2. Representatives. Any Confidential Information may be used by the receiving Party solely for the purpose of proper performance of such Party's obligations under this Agreement. The receiving Party may disclose the Confidential Information to its officers, employees, agents, affiliates, advisors, consultants, accountants, auditors, and attorneys (collectively referred to as "Representatives") on as needed basis only. Such Representatives shall be notified by the receiving Party of the confidential and proprietary nature of the provided information and of its obligations under this Agreement before the disclosure and shall be bound under appropriate terms of confidentiality in respect thereof, and the receiving Party shall be fully responsible for any confidentiality breach occurred due to the failure of any of its Representatives. The receiving Party shall use at least the same level of care as it employs with respect to its own Confidential Information in handling and maintaining the Confidential Information of the disclosing Party.

9.3. Authorities' Requests. Notwithstanding the foregoing, a receiving Party or its Representative may disclose the other Party's Confidential Information upon an authorized governmental body's request (by deposition, request for information or documents, subpoena, civil investigative demand, or similar process) in the country of operation of the receiving Party. The receiving Party will provide a disclosing Party with a prompt notice of such request or requirement and will cooperate with the disclosing Party so that the disclosing Party could obtain a protective order or other appropriate remedy for preventing disclosure of its Confidential Information. The disclosing Party will incur all expenses for the cooperative efforts of the receiving Party. If no protective order or other remedy is obtained, the receiving Party or its Representative may disclose the Confidential Information as requested by the authorities, and the disclosing Party shall not initiate any claim against the receiving Party based upon such disclosure.

9.4. Return of Confidential Information. The receiving Party agrees to hold the disclosing Party's Confidential Information in confidence during the term of this Agreement and for at least five (5) years thereafter. Upon termination of this Agreement or upon the disclosing Party's written request, whatever comes earlier, a receiving Party will, and will direct its Representative(s) to, (i) return all Confidential Information furnished by the disclosing Party to the latter without retaining any copy thereof, except from any records that must be kept by the receiving Party under the applicable law or other provision of this Agreement, and (ii) destroy all copies and derivative works of any Confidential Information prepared by the receiving Party or its Representative(s). Simultaneously with the return of the Confidential Information, the receiving Party shall deliver to the disclosing Party an officer's certificate listing the Confidential Information being returned therewith, certifying the return or destruction of the Confidential Information (as applicable), and acknowledging on behalf of the receiving Party that the confidentiality obligations survive the termination of this Agreement.

9.5. Confidential Information Reliability. The Parties acknowledge that there is no warranty whatsoever nor express or implicit obligation with respect to the exactness, truth or precision of the Confidential Information or any part thereof.

10.PERSONAL DATA PROTECTION

10.1. The Parties acknowledge in processing the Personal Data in the context of the Agreement that MAXNAM acts as the Data Processor and the Merchant as a Data Controller/ Data Processor of such Personal Data.

10.2. Parties shall process the Personal Data only for the purposes of providing the Services in context with this Agreement and with the Data Controller consent that such processing is lawful and reasonable.

10.3. General Requirements. Each Party agrees that, in the performance of its obligations under this Agreement, it will comply with the applicable personal Data Protection Law. Each Party warrants and undertakes to the other Party that, to the extent permitted by the applicable laws of the country of its incorporation:

a. it has in place appropriate technical and organizational (including security) measures to protect Personal Data;

b. it has in place procedures so that authorized persons granted access to Personal Data will maintain the confidentiality and act only on the relevant Party's instructions;

c. it will, and its authorized persons will, process Personal Data solely for the purpose of complying with the Party's obligations hereunder;

d. it shall not disclose or transfer, or process Personal Data save in accordance with the data protection laws of the country in which the respective Party is established; and

e. upon reasonable request of the other Party, the first mentioned Party will submit its Personal Data processing facilities and documentation, for reviewing or auditing by the other Party (or an independent inspection agent or auditor selected by the other Party), to ascertain compliance with this clause;

f. Each Party shall comply with Data Protection Law, applicable laws of the country of its incorporation and of those countries in which it offers its services and goods;

g. Merchant warrants that receive all applicable consents to provide personal data to MAXNAM.

10.4. Either Party shall immediately notify each other and fully cooperate if it becomes aware of or suspects any breach of Data Protection Law and shall, as soon as reasonably practicable, seek to identify and remedy the source of such breach.

11. LICENSE

11.1. For the duration and the purpose of this Agreement, MAXNAM grants Merchant a non-exclusive, worldwide, royalty-free, non-transferable license and revocable to display its logo and/or company name and/or trade name and marketing material as agreed between the Parties from time to time. Merchant shall follow MAXNAM' reasonable instructions with respect to any material licensed to it. Except as expressly stated herein, nothing in this Agreement shall grant or be deemed to grant Merchant any right, title or interest in any logos, trademarks, trade names or other intellectual property rights owned by MAXNAM.

11.2. For the duration and the purpose of this Agreement, Merchant grants MAXNAM a non-exclusive, worldwide, royalty-free license to display its logo and/or company name and/or trade name and marketing material as agreed between the Parties from time to time. Such license shall not be sub-licensed to any third party without prior consent of Merchant, except for the following organizations: the APN providers, acquirer Bank and other third party directly interacting with Customers in connection with the implementation of Transactions. MAXNAM shall follow Merchant's reasonable instructions with respect to any material licensed to it. Except as expressly stated herein, nothing in this Agreement shall grant or be deemed to grant MAXNAM any right, title or interest in any logos, trademarks, trade names or other intellectual property rights owned by Merchant.

11.3. Merchant shall indemnify MAXNAM for and against any third party claims based on the infringement of intellectual property rights or otherwise for any breach of its obligations under clause 10.1 herein. MAXNAM shall indemnify Merchant for and against any third party claims based on the infringement of intellectual property rights or otherwise for any breach of its obligations under clause 10.2 herein.

12. RESPONSIBILITY AND INDEMNITY

12.1. Indemnity.

a. Each of Parties shall fully indemnify and keep the other Party indemnified against any claims, losses, penalties and damages arising or resulting from or in connection with any breach by the first mentioned Party of the terms of this Agreement, the use by the first mentioned Party of any Personal Data other than in accordance with the terms of this Agreement and/or any breach by the first mentioned Party of the applicable laws of the country in which such Party is incorporated and/or doing business.

b. Merchant shall indemnify and keep MAXNAM harmless from any claims brought by Customers and/or any Third-Party Providers and all costs, expenses, damage, claims and other liabilities incurred by MAXNAM, including, without limitation (a) Merchant's use of and access to the Services, including any data, 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; (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, wilful misconduct or gross negligence; or (g) any other party's access and use of the Merchant Account or the Services with Merchant's unique username, password or other appropriate security code. In these cases, the Processor shall provide Merchant with the appropriate evidence.

c. The Merchant assumes full responsibility for the assignment of payments, its own activities and its compliance.

12.2. Liquidated Damages. In addition to other remedies and/or available action under the Agreement, the Merchant irrevocably agrees and warrants that due to its accept means of payment breach of this Agreement or breach of Rules of payment industry related companies or organizations, provided that MAXNAM will present the Merchant hard proofs for such breach, with indication of the terms of the Agreement and rules that were broken ("Default"), the Merchant agrees to MAXNAM to pay:

12.2.1. 50% to the amount of the value of the applied charge by VISA Inc. and 50% to the value of the applied charge by Mastercard Worldwide;

12.2.2. the amount of 50.000 EUR (fifty thousand euro) if MAXNAM determines first time deposits from the customers of the Merchants under conditions that such first time deposits was not approved by MAXNAM in written form; MAXNAM allows working only with trusted traffic, the criteria for which are as follows: Trusted traffic is a traffic from the client third transaction on the card and/or client account. The Processor also has the right, after identifying the violation from the Client, to hold 60,000 EUR (sixty thousand euros) for a period of 2 months, in case of proceedings by third parties involved in the Transaction process.

12.2.3. the amount of 25.000 EUR (twenty five thousand euro) if Merchant send for processing Transactions from the websites, including mirror websites, that is not approved by MAXNAM ("Liquidated Damages") in order to cover our cost regarding software system facilities disruptions (including technical maintenance, transactions monitoring, enhanced screening readjustment of the software system, readjustment of fraud monitoring system and time spent to eliminate event of Default with regard to software system facilities);

12.2.4. the amount of 100.000 EUR (one hundred thousand euro) If the Merchant actions lead to termination of the MAXNAM infrastructure, the Merchant undertakes to compensate for the damages.

12.2.5. The Merchant shall pay the MAXNAM a fee of 10% or minimum 10 000.00 EUR (ten thousand euro) from any fine imposed on the Merchant by the Visa Inc. and/or Mastercard Worldwide if the MAXNAM was able to appeal the imposed fine.

12.2.6. In case of detecting aggregation of unauthorized traffic, the MAXNAM has the right to impose a fine of 40,000 euros.

Liquidated Damages do not constitute the penalty but the remedy that is predictable and certain for a particular Default. Parties therefore mutually agree that the amount of Liquidated damages is fair, well known, reasonably and amicably predetermined and negotiated in good faith with the Merchant consent and stipulate what amount of funds will be payable as damages for loss caused by a breach of the contract irrespective of what loss may actually be suffered if a breach of the relevant kind (typically, Default) occurs. Liquidated Damages do not cover and are without prejudice to other not cover any MAXNAM's rights and remedies for the Merchant breach of Card Scheme Rules and/or Alternative Payment Method Rules, including MAXNAM's rights to claim full indemnity of any charges, fines, penalties or other amounts which can be required from or imposed on the MAXNAM by Card Scheme and/or Alternative Payment Method Provider, as the case may be. The Parties hereto acknowledge and agree that the Liquidated Damages payable under this clause are in addition to all our other rights and remedies available to non-breaching Party, including the right to terminate the Agreement. Any other direct or consequential damages, which are not directly mentioned under this clause and suffered by us can not be included or constitute the amount of Liquidated Damages.

The Parties have mutually agreed that MAXNAM may withhold amount of Liquidated Damages at its sole discretion from the funds due and/or payable to the Merchant funds.

12.3. Taxes. It is the Merchant's responsibility to determine which, if any, taxes apply to any payments received by him for any Transaction and to report and remit the correct tax to the appropriate tax authority.

MAXNAM is not obliged to determine whether taxes apply and are not responsible to collect, report or remit any taxes arising from any Transaction.

The provision of financial services in the European Union is currently exempt from Value Added Tax ("VAT"). Should VAT become chargeable on any of Services, MAXNAM shall be entitled to charge VAT in addition to the fees for these Services.

Where Services do not constitute VAT exempt services, the fees quoted in this Agreement are exclusive of VAT and VAT shall be charged in addition to such fees.

MAXNAM will withhold taxes on payments made to the Merchant, if required by the applicable law.

13. WARRANTIES AND REPRESENTATIONS

13.1. Each Party hereby represents and warrants to the other Party that:

13.1.1. Corporate Existence and Power. It is duly constituted and organized, validly existing and in good standing under the laws of its country of incorporation, and has all corporate powers and all governmental licenses, authorizations, consents and approvals required to carry on its business as now conducted and as proposed to be conducted in accordance with this Agreement.

13.1.2. Authorization, Binding Agreement. It has the legal right and full power and authority to execute and deliver, and to exercise its rights and perform its obligations under, this Agreement and all the documents which are to be executed by it as envisaged by this Agreement.

13.1.3. Non-contravention.

a. The execution and delivery of this Agreement and the performance of its obligations hereunder do not require any consent, approval, order or authorization of, or registration, declaration or filing with, or other action by, any governmental agency or authority, except for such consents, approvals, orders, authorizations, registrations, declarations or filings which, have not already been obtained as of the commencement of this Agreement.

b. Neither the execution and delivery of this Agreement, nor the performance of its obligations hereunder will result in any violation of or default under or permit the acceleration of any obligation under any provision of (1) its articles of incorporation or by-laws or other constituent documents or (2) any contract, agreement or document to which it is a party or by which it is bound, other than where such conflict, violation or default would not, individually or in the aggregate, materially adversely affect its ability to perform its obligations hereunder.

13.1.4. Additional Representations.

a. Merchant warrants and represents that it is not receiving payments as consideration for the delivery of any products or services specified in Annex B hereto.

b. Merchant acknowledges that any dispute regarding any product or service purchased or procured by any funds received by the Merchant or the Customer, or any transaction involving the Services is between the sender and receiver of the funds and/or the third-party goods or service provider. MAXNAM shall not be a party to any dispute between any Merchant, Customer or any third party. This refers in particular to performance and to liability in respect of claims relating to the use of the products or services offered by the Merchant.

13.1.5. Validity. The representations and warranties set out in this Section 12 are deemed to be repeated by each Party each time they request or perform a Payment Order or a Transaction.

14. REGULATORY COMPLIANCE

14.1. Each Party shall be responsible for its own and its agents' or employees' compliance with laws and regulations that apply to such Party, including without limitation all license, reporting, record-keeping, and other legal or regulatory requirements in the jurisdictions of such Party's operation and business, and/or any other applicable jurisdictions.

14.2. Each Party shall provide the other Party with such information and assistance as may be reasonably necessary for the requesting Party's legal or regulatory compliance, subject to the confidentiality provisions of Section 8 and 9 herein and applicable law. The Parties agree to provide each other with any information that might facilitate their efforts to prevent money laundering and terrorist financing.

14.3. Merchants confirms that it strictly comply the broad of international range of anti-money laundering, counter terrorist financing (AML/CTF) and Sanctions regulations according with applicable law of Party registration country and warrants that in case if changes of requirement of broad of international range (AML/CTF) and Sanctions regulations under applicable law will taking measures to make changes in AML/CTF procedures.

15. TERM AND TERMINATION

15.1. Term. This Agreement will enter into force on the Effective Date and will remain in effect for the period of one (1) year, which term will be automatically renewed upon its expiration for successive one-year periods until terminated in accordance with this Section 15.

15.2. Voluntary Termination. A Party may terminate this Agreement at any time upon a 30- days prior written notice given to the other Party.

15.3. Termination for cause. MAXNAM may terminate this Agreement with an immediate effect by serving a written notice to the Merchant, if:

a. MAXNAM suspects that the Merchant is involved in the activities listed in Annex B hereto; or
b. Merchant files for bankruptcy or meeting of creditors; or
c. Merchant violates the Rules or the term of this Agreement; or
d. Merchant does not cooperate regarding provision of the information requested by MAXNAM; or
e. MAXNAM cannot continue providing the Services because of the Material Change of Law, duly justified by writing to the Merchant.

15.4. Effect of Termination. Upon termination or expiration of this Agreement or any extension hereof, each Party shall cooperate, for the ninety day period (the "Winding Up Period") immediately following the date of such termination or expiration, in the prompt, orderly and efficient conclusion of the Service, including completing any in-process Payment Orders, transmitting any applicable funds relating thereto, performing a final accounting and reconciliation and, returning or destroying all Confidential Information found in the possession of the receiving Parties of the same in accordance with this Agreement. All amounts of funds owed by the Parties to each other shall become due and payable immediately upon termination of this Agreement (except for the amount of the Reserve Amount in accordance with Section 4 of this Agreement and amounts payable under Section 10 herein which have not been agreed by the Parties).

16. NOTICES

16.1. The Parties' contact persons, addresses, telephone numbers, and e-mail accounts to receive all sorts of communications and notices (both legal and ordinary) under this Agreement are provided in Annex C hereto and may be amended from time to time by either Party by a written notification sent to the other Party.

All notices, statements or other documents which are required or contemplated by this Agreement shall be: (i) in writing and delivered personally or sent by first class registered or certified mail, overnight courier service or electronic transmission to the address designated in writing, (ii) by e-mail, to the e-mail address provided to such party in Annex C hereto. Any notice or other communication so transmitted shall be deemed to have been given on the day of delivery, if delivered personally, on the business day following receipt of written confirmation, if sent by e-mail shall be deemed given in writing and properly delivered if the sender has addressed it to the e-mail address expressly designated for the purpose of receiving notices under this Agreement and any such notice given by e-mail shall be deemed to have been received by the recipient on the business day following the day the e-mail was sent or five (5) days after mailing if sent by mail. The Parties agree that all proper electronic correspondence between them shall have evidential force and may be used as written evidence in the course of dispute settlement. Sufficient confirmation that the electronic message has been sent shall be the copy of outgoing message with specified addressee, date and time of sending the message, as well as last name and first name (initials) of the person who sent the message. Taking into account that the electronic report "read notification" is configured by the recipient of the message manually, it is not mandatory to have such a report.

17. GENERAL PROVISIONS

17.1. Relationship of the Parties. The Parties are independent contractors and nothing in this Agreement shall make them joint ventures, partners, employees, agents or other representatives of the other Party. Neither Party shall make any representation that suggests otherwise.

17.2. Amendment; Modifications. No amendment, modification, or change to any provision of this Agreement, nor consent to any departure by either Party will in any event be effective unless the same will be in writing and signed by the other Party, and then such consent will be effective only in the specific instance and for the specific purpose for which given, unless otherwise stated under this Agreement.

17.3. Severability. If any provision of this Agreement is held to be invalid or unenforceable for any reason, the remaining provisions will continue in full force without being impaired or invalidated in any way. The Parties agree to replace any invalid provision with a valid provision, which most closely approximates the intent and economic effect of the invalid provision. Each Party must promptly execute and deliver all such documents, and do all such things, as the other Party may from time to time reasonably require for giving full force and effect to the provisions of this Agreement.

17.4. Governing Law; Consent to Jurisdiction. Ontario law governs this Agreement and its interpretation. The Parties irrevocably agree that the Ontario courts have exclusive jurisdiction to settle any dispute arising out of or in connection with this Agreement (including a dispute or claim relating to any non-contractual obligation). Each Party agrees to waive any objection to the Ontario courts, whether on the grounds of venue or that the forum is not appropriate.

17.5. Waiver. The failure of any Party to insist on or enforce strict performance of any provision of this Agreement or to exercise any right or remedy under this Agreement or applicable law will not be construed as a waiver or relinquishment to any extent of the right to assert or rely upon any such provision, right or remedy in that or any other instance; rather, the same will be and remain in full force and effect. Waiver by either Party of a breach of any provision contained herein must be in writing, and no such waiver will be construed as a waiver of any other and/or succeeding breach of such provision or a waiver of the provision itself.

17.6. Limitation of Liability. MAXNAM shall not be liable in contract, tort (including negligence or breach of statutory duty) or otherwise for any indirect or consequential loss or damage of any kind including punitive or exemplary damages or for any loss of profit or loss of contract, loss of goodwill or reputation, loss of opportunity, loss of revenue or third-party loss whether foreseeable or otherwise.

Nothing in this Agreement shall operate to exclude or restrict a Party's liability for fraud or fraudulent misrepresentation; for death or personal injury due to negligence; for willful or malicious conduct; and to the extent that such exclusion or restriction is prohibited under applicable law.

MAXNAM is strictly performs its obligations solely in accordance with the provisions of this Agreement and is not responsible for the contractual relationship concluded between the Merchant and Merchants.

17.7. Force Majeure. Neither Party will be liable for any losses arising out of the delay or interruption of its performance of obligations under the Agreement due to any acts of God, acts of civil or military authorities, civil disturbances, wars, strikes or other labor disputes, fires, transportation contingencies, interruptions in telecommunications, utility, Internet services or network provider services, acts or omissions of a third party, infiltration or disruption of the services by a third party by any means, including without limitation, DDoS attacks, software viruses, Trojan horses, worms, time bombs or any other software program or technology designed to disrupt or delay the Services (each a “Force Majeure Event”), provided that the Party delayed will provide the other Party with a notice of any such delay or interruption as soon as reasonably practicable, will use commercially reasonable efforts to minimize any delays or interruptions resulting from the Force Majeure Event. In no event will any failure to pay any monetary sum due under this Agreement be excused for any Force Majeure Event.

17.8. Entire Agreement. This Agreement together with all Annexes referenced herein sets forth the entire understanding and agreement of the Parties and supersedes all prior or contemporaneous oral or written agreements or understandings between the Parties, as to the subject matter of this Agreement.

17.9. Survival. The provisions of this Agreement relating to any fees or other amounts owed, payment of interest on unpaid fees, confidentiality, warranties, limitation of liability, indemnification, governing law, severability, and this Section shall survive termination of this Agreement.

17.10. Remedies. The rights and remedies of the Parties in connection with this Agreement are cumulative and, except as expressly stated in this Agreement, are not exclusive of any other rights or remedies whether provided by this Agreement, law, equity or otherwise. Except as expressly stated in this Agreement (or in law or in equity in the case of rights and remedies provided by them), any right or remedy may be exercised wholly or partially from time to time.

17.11. Assignment. No Party will have the right or the power to assign any of its rights or delegate the performance of any of its obligations under this Agreement without the prior written consent of the other Party, except for involvement of the Third-Party Providers by the MAXNAM in respect to the subject of this Agreement.

18. MAXNAM’ LIMITATION OF LIABILITY

18.1. MERCHANT EXPRESSLY AGREES THAT THE MERCHANT IS USING THE SERVICES AT ITS SOLE RISK AND THAT THE SERVICES ARE PROVIDED ON AN "AS IS" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF TITLE OR IMPLIED WARRANTIES, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. WITHOUT LIMITING THE FOREGOING, MAXNAM DOES NOT WARRANT THAT THE PROCESS OF USING THE SERVICES AND/OR THE MERCHANT’S ACCOUNT WILL BE UNINTERRUPTED OR ERROR-FREE.

18.2. MERCHANT ACKNOWLEDGES AND AGREES THAT, TO THE FULLEST EXTENT PERMITTED BY THE APPLICABLE LAW, THE DISCLAIMERS OF LIABILITY CONTAINED IN CLAUSE 18.1 APPLY TO ANY AND ALL DAMAGES OR INJURY WHATSOEVER CAUSED BY OR RELATED TO USE OF, OR INABILITY TO USE, THE SERVICES UNDER ANY CAUSE OR ACTION WHATSOEVER OF ANY KIND IN ANY JURISDICTION, INCLUDING, WITHOUT LIMITATION, ACTIONS FOR BREACH OF WARRANTY, BREACH OF CONTRACT OR TORT (INCLUDING NEGLIGENCE) AND THAT MAXNAM SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES, INCLUDING FOR LOSS OF PROFITS, GOODWILL OR DATA, IN ANY WAY WHATSOEVER ARISING OUT OF THE USE OF, OR INABILITY TO USE, THE SERVICES. THE MERCHANT FURTHER SPECIFICALLY ACKNOWLEDGES THAT MAXNAM IS NOT LIABLE FOR THE CONDUCT OF THIRD PARTIES, AND THAT THE RISK OF USING THE SERVICES RESTS ENTIRELY WITH THE MERCHANT. TO THE EXTENT PERMISSIBLE UNDER APPLICABLE LAWS, UNDER NO CIRCUMSTANCES WILL MAXNAM BE LIABLE TO THE MERCHANT FOR MORE THAN THE AMOUNT THAT THE MERCHANT HAS PAID TO MAXNAM FOR A PARTICULAR TRANSACTION OR PAYMENT ORDER. NOTWITHSTANDING THE FOREGOING, NOTHING IN THIS AGREEMENT SHALL AFFECT THE MERCHANT’S STATUTORY RIGHTS OR EXCLUDE INJURY ARISING FROM ANY WILFUL MISCONDUCT OR FRAUD OF MAXNAM.

19. THIRD PARTIES RIGHTS

19.1. A person who is not a Party has no right or otherwise to enforce, directly or indirectly, any of its terms. This Agreement is not intended to confer any benefit on any third party.

20. COUNTERPARTS

20.1. This Agreement may be executed in one or more counterparts. Any single counterpart or a set of counterparts executed, in either case, by both Parties constitutes a full original of this Agreement for all purposes.

IN WITNESS WHEREOF, the Parties hereto have executed and delivered this Addendum in two original counterparts, one for each Party, on the Effective Date. Each person signing this Agreement on behalf of any Party personally represents and warrants to be duly authorized to legally bind such Party.

MAXNAM LIMITED	**ADVANCED SPORTS ENTERTAINMENT N.V.**
Kristaps Kramins	**by Global Related Services B.V.; Corporate Director represented by Gouloud Hammoud**
Director	**Director**
________________________ Signature	________________________ Signature

ANNEX A

SECTION 1. Transactions Service Conditions

PAY IN TRUSTED VISA/MASTERCARD:	
E (MC/VISA)	5,5% + 0.05 EUR (Only for success)
W (MC/VISA)	6,5% + 0.15 EUR (Only for success)
Apple Pay	+ 0,5% to the VISA/MC fees.
Refund Fee (EU)	2.00 EUR (Only for success)
Refund Fee (ROW)	2.00 EUR (Only for success)
Chargeback/Flagged Transaction Fee	100.00 EUR
Rolling Reserve	5% to 90 days
Settlement fee	1.00% (Settled in USDT)
Processing Currency	All domestic currencies
MID Currency/-ies	EUR, USD
Transaction Limits IN:	
Min amount per trx	10.00 EUR
Max amount per trx	9 000 EUR
Max amount per card per 24H	14 600 EUR
Max trx per card per day	9 trx (success) 9 trx (decline)
Max IN MID/Account volume per month	1 M EUR
Available Cards	Visa, MasterCard

* The Excessive chargeback extra fees apply in case when the Merchant's chargeback – to – sales ratio or count surpass the values indicated in the table. The fee amount is calculated based on cumulative chargeback – to – sales ratio or count for the previous processing month. In case the Merchant meets excessive chargeback criteria indicated in the table, the fee is applied per each Merchant's chargeback received throughout the previous processing month.

SECTION 2. Payout Service Conditions

PAY OUT VISA/MASTERCARD:	
E (VISA/MC)	3.00% + 0.50 EUR
W (VISA/MC)	3.00% + 0.70 EUR
Payout balance replenishment currency	USDT [1*]
Payout balance replenishment period	2 business days prior
Payout balance replenishment Fee	0.08%
Netting Period	T+0 business days
MID Currency/-ies	EUR, USD
Transaction Limits OUT:	
Min amount per trx	10.00 EUR
Max amount per trx	9000.00 EUR
Max amount per card per month	50 000.00 EUR
Max trx per card per 24H	15 trx
Max OUT MID/Account volume per month	1M EUR
Available Cards	VISA, Mastercard

SECTION 3. General Conditions

General conditions:	
Set up Fee	0.00 EUR
MID monthly Fee	100.00 EUR per MID
Settlement Period	T+4
Trusted threshold	Starting from 3rd deposit
Account balance termination time frame:	180 days
MCC code	6051, 6012, 5815, 5816

MAXNAM LIMITED

Kristaps Kramins

Director

____

Signature

ADVANCED SPORTS ENTERTAINMENT N.V.

by Global Related Services B.V.; Corporate Director represented by Gouloud Hammoud

Director

____

Signature

ANNEX B

PROHIBITED GOODS AND SERVICES

- Adult Entertainment
- Child Pornography
- Drug Paraphernalia
- Drugs and Wepons Sales
- Internet Gun Sales
- Sexual Encounter Firms
- Unlicensed Money Transmitters
- Ammunition Sales
- Escort Services
- Firearms
- Government Grants
- Home Based Charities
- Pay Day Loans
- Pornography
- Tobacco Sales
- Shell banks
- any other goods or services whose sale, provision, delivery, offering or marketing is prohibited or restricted in the jurisdiction of the Merchant or in any jurisdiction where any of its customers is located.

The list of prohibited goods and services is not exhaustive and the MAXNAM may update *this list* from time to time and/or refuse to carry other *items not* listed above.

MAXNAM LIMITED

Kristaps Kramins

Director

____

Signature

ADVANCED SPORTS ENTERTAINMENT N.V.

by Global Related Services B.V.; Corporate Director represented by Gouloud Hammoud

Director

____

Signature

ANNEX C

INFORMATION ABOUT MERCHANT

INFORMATION ABOUT MERCHANT:	
Trading name:	Dicebet
Website:	Dicebet.com
Registered office:	Kaya Richard J. Beaujon Z/N Curaçao
Principal place of business:	Worldwide
Products/services:	Betting

CONTACT INFORMATION

	MAXNAM	**Merchant**
Contact person:	Kristaps Kramins	
Address:	1907 Baseline Rd, Unit 104, Ottawa, Ontario, Canada, K2C0C7	Kaya Richard J. Beaujon Z/N Curaçao
Telephone number:	+37129805169	
E-mail:	maxnamsolutions@gmail.com	payments@dicebet.com

advancedsportsentertainment
@g-force-corporate-services.com

BANK ACCOUNT DETAILS FOR SETTLEMENT

Bank Name	The Kingdom Bank
Account Holder	Advanced Sports Entertainment N.V.
Account name	GB Eur dedicated IBAN
IBAN	GB63FNH000993628934732
Currency	EUR

CRYPTOCURRENCY WALLET FOR SETTLEMENT

Network	TRC-20 (USDT)
Wallet Address	TFJLHS2uUP2VCVWGn57GiB2DMhp1cyJv65
Currency	USDT

MAXNAM LIMITED

Kristaps Kramins

Director

____

Signature

ADVANCED SPORTS ENTERTAINMENT N.V.

by Global Related Services B.V.; Corporate Director represented by Gouloud Hammoud

Director

____

Signature