
AGREEMENT ON THE PROVISION OF THE
“CDPAY DIGITAL CURRENCY PAYMENT GATEWAY”
SERVICE

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Provider

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Customer

concluded pursuant to the provisions of Section 269 (2) of the Act No. 513/1991 Coll., the Commercial Code, as amended (hereinafter as the “**Commercial Code**”) (hereinafter as the “**Contract**”)

between

Registered name: **CryptoDiggers s. r. o.**
Registered office: Gallayova 15, 841 02 Bratislava
Corporate ID: 47 879 726
Tax ID: 2024133672
VAT number: SK2024133672
Registration: in the Business Register of the Bratislava I District Court, section: Sro, insert No. 100330/B
Represented by: Martin Bešina, Executive Manager
Peter Bešina, Executive Manager
Bank:
IBAN account number:
SWIFT CODE: **N/A**
e-mail: **info@cryptodiggers.eu**

(hereinafter as the “**Provider**”)

and

Registered name: [●]
Registered office: [●]
Corporate ID: [●]
Tax ID: [●]
VAT ID: [●]
Registration: in the Business Register of the [●] District Court, section: [●], entry No. [●]
Represented by: [name and surname]
[position]
Bank: [●]
IBAN account number: [●]
SWIFT CODE: [●]
e-mail: [●]

(hereinafter as the “**Customer**”)

(hereinafter the Provider and the Customer shall be jointly referred to as the “**Contracting Parties**” and individually as the “**Contracting Party**”)

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Provider

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Customer

PREAMBLE

1. *The Provider is a business company which is, in addition to other activities, involved in the exchange of the so-called digital currencies (cryptocurrencies) for cash, in particular the Euro currency and other global currencies (hereinafter as the “fiat currency”), and at the same time the exchange of the fiat currency for the so-called digital currencies (cryptocurrencies).*
2. *The Customer is a business company selling goods and/or providing services to its customers and is interested in offering its customers the option to pay at their own discretion for such goods and/or services with digital currencies.*
3. *Based on the above, the Contracting Parties have agreed to conclude this Agreement, by virtue of which the Provider shall provide to the Customer payment gateway services to process the payments of the Customer’s customers for the goods and services of the Customer using digital currencies.*

The Contracting Parties, aware of their obligations included herein and intending to be bound hereby, have agreed on the following wording of the Contract:

1. SUBJECT MATTER OF THE AGREEMENT

- 1.1 The subject matter of this Agreement is the provision of a service for the complex exchange of digital currencies (listed and specified in the Provider’s General Terms of Business) for the fiat currency [EUR] (hereinafter as the “**Agreed Fiat Currency**”) by the Provider to the Customer through the Provider’s “CDPAY” application software interface (hereinafter as the “**Service**” or the “**Services**”).
- 1.2 The subject matter of the Agreement also consists of the provision of the “CDPAY” application software interface, which is the Provider’s payment gateway in its current form and version provided by the Provider and which will be supplied by the Provider to enable the use of the Provider’s Services by the Customer (hereinafter as the “**Provider’s Payment Gateway**”). A more detailed description of the Provider’s Payment Gateway can be found in Appendix 1 to this Agreement.
- 1.3 The Customer is aware that it shall not be possible for the Provider to provide its Services without the Provider’s Payment Gateway. The user manual using which the Customer will integrate the Provider’s Payment Gateway into its systems can be found in Appendix 2 to this Agreement.
- 1.4 The Provider hereby undertakes to supply the Service to the Customer and the Customer undertakes to take the Service over and to pay to the Provider for the provided Service in the manner specified in Art. 5 hereof. The remuneration for the provision of the Provider’s Payment Gateway is included in the remuneration specified in Art. 5 hereof.
- 1.5 For the purposes of the due and timely performance of this Agreement by the Provider, the Customer shall provide to the Provider all necessary cooperation without undue delay. Should the Customer fail to provide such cooperation to the Provider and fail to do so even within an additional time limit set by the Provider, the Provider shall not be responsible for any default, or any actual, consequential, direct, or indirect material or immaterial damage or lost profit suffered by the Customer or a third party. The Provider shall also have the right to withdraw from this Agreement.

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Provider

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Customer

- 1.6 The Provider's General Terms of Business (hereinafter as the "**GTB**") attached hereto as Appendix 3 form an integral part of this Agreement. Should the provisions of this Agreement contradict the GTB or any representations of the Provider, this Agreement shall take precedence over the GTB or any of the Provider's representations.
- 1.7 The Contracting Parties have agreed that the Provider may change the GTB from time to time, including, without limitation, to improve and expand the Services. The Provider hereby undertakes to inform the Customer of each change to the GTB at the latest 30 days prior to the date of their effect. If the Customer disapproves of the introduced change and notifies the Provider of its disapproval 10 days prior to the date of effect of the GTB change at the latest, the Contracting Parties will have terminated the Agreement as of the date of the GTB change comes into effect. Otherwise, it shall be deemed that the Customer approves of the GTB change.

2. AGREEMENT PERFORMANCE

- 2.1 Prior to signing this Agreement, the Customer created a profile at the Provider's website <https://www.cdpay.eu/> (hereinafter as the "**Profile**"), which includes the Customer's log-in name, password, e-mail address, and PIN number. Based on the Profile created by the Customer, the Provider has carefully verified and considered whether to conclude this Agreement with the Customer.
- 2.2 The Contracting Parties have agreed that the Provider shall supply the payment gateway to the Customer in the manner and in accordance with the terms of Appendix 2 hereof.
- 2.3 The Provider shall receive the digital currency from the Customer based on a request from the Provider's Payment Gateway <https://www.cdpay.eu/> with a unique APIKEY Customer identifier which had been assigned to the Customer based on its Profile.
- 2.4 The Provider shall provide for the exchange of the digital currencies for the Agreed Fiat Currency using the Provider's Payment Gateway in accordance with the terms of this Agreement. Following the exchange of the digital currency for the Agreed Fiat Currency, the Provider shall send the Agreed Fiat Currency to the Customer's bank account at the time periods selected by the Customer in accordance with the terms of this Agreement.
- 2.5 The Provider shall send the Agreed Fiat Currency to the Customer using SEPA transfers to the Customer's bank account, which must be kept in the Agreed Fiat Currency. The Provider shall make the payments within the agreed period [separately].
- 2.6 The Provider shall make a SEPA transfer to the Customer's account [within 60 minutes] from receiving at least 2 confirmations of the Customer's transaction within the P2P network of the used digital currency. The said confirmations need to be made within 4 hours from the time of the Customer's transaction, whereby the Customer undertakes to inform its customers of this condition and advise them to use such software and settings when making the transaction, which will ensure that the 2 confirmations of the Customer's transaction within the P2P network of the used digital currency are received within the time limit of 4 hours from the moment of the Customer's transaction. The Customer also undertakes to inform its customers of all of the terms of making digital currency payments (in particular, the selection of acceptable digital currencies, the software which the customer must install [wallet for the respective digital currency, and similar], the transaction limit, etc.).

- 2.7 The Provider shall send to the Customer notifications (information) of all payments made by the Customer's customers along with a list of the respective variable symbols [on the next business day] following the confirmation of a transaction completion by the Customer's customer (in accordance with Art. 2, Clause 2.6 hereof), to the Customer's e-mail address specified in the header of this Agreement in PDF format.
- 2.8 The Contracting Parties have agreed and are aware that the Provider in no way enters into a legal relationship with the Customer's customers. The Provider provides the Service directly to the Customer, who having integrated it into its system provides the service to its customers.
- 2.9 The Contracting Parties have agreed on the following transaction limits:
- a) The Provider shall not be obliged to provide the Service and exchange the digital currency for the Agreed Fiat Currency if the Customer's customer has made a transaction the value of which in the Agreed Fiat Currency exceeds [EUR] [●];
 - b) The Provider shall not be obliged to provide the Service and exchange the digital currency for the Agreed Fiat Currency if in the given month the Customer's customers have already made transactions the total value of which in the Agreed Fiat Currency exceeds [EUR] [●];

3. CUSTOMER'S SPECIAL COMMITMENTS

- 3.1 The Provider has every interest to prevent the abuse of the Service for activities which violate the legal regulations of the Slovak Republic or the international treaties by which the Slovak Republic is bound, or the legal regulations of another country applicable to a specific transaction, or regulations which circumvent such legal regulations. In order to prevent the abuse of the Service for activities which violate the applicable legal regulations, prior to concluding this Agreement, the Provider has performed a preliminary internal audit of the Customer. In addition, the Provider shall in this regard be at any time and at its own discretion entitled to demand from the Customer all information necessary to verify that the Service is not being abused for illegal activities.
- 3.2 The Customer undertakes not to abuse the Provider's Services and not to use the Provider's Services either directly or indirectly in connection with the trade of illegal weapons or drugs, or trade with other banned or illegal goods or services, or to circumvent a full or partial trading ban (embargo).
- 3.3 The Customer undertakes not to abuse the Provider's Services for, and not to use the Provider's Services either directly or indirectly in connection with, money laundering and/or terrorist financing, whereby in this regard the Customer undertakes to follow all related valid and effective legal regulations of the Slovak Republic and the European Union.
- 3.4 In connection with Article 2, Section 2.8 hereof, the Customer undertakes to keep transparent books regarding all transactions of the Customer's customers and all of its business activities and to fulfil all rights and obligations imposed on the Customer by accounting and tax legislation.
- 3.5 In order to comply with the provisions of Art. 3, Sections 3.1 through 3.4 hereof the Customer undertakes to provide the Provider all cooperation and information, including

any necessary documentation, certificates, permits, data, and other documents without undue delay after receiving a request from the Provider at the Customer's e-mail address.

- 3.6 If the Provider reasonably concludes that the Customer has abused the Provider's Service to carry out activities contrary to the applicable legal regulations, it becomes entitled to immediately terminate the provision of the Services. The Provider also becomes entitled to withdraw from the Agreement under the terms of Article 7, Clause 6 hereof.

4. AVAILABILITY AND DOWNTIME

- 4.1 The Contracting Parties have agreed that the Service availability guaranteed by the Provider shall be 99%, which in absolute terms represents the following unscheduled unavailability of the Provider's Services:

Daily: 28 minutes and 48.0 seconds, even intermittently

Weekly: 3 hours, 21 minutes, and 36.0 seconds, even intermittently

Monthly: 14 hours, 36 minutes, and 34.9 seconds, even intermittently

Annually: 7 days, 7 hours, 18 minutes, and 59.0 seconds, even intermittently

- 4.2 Unless the Contracting Parties have agreed otherwise in writing, the Contracting Parties have also agreed that the Provider may interrupt or limit the Service provision for the time necessary to service its technical equipment and to carry out work related to the Service provision (hereinafter as the "**Scheduled Downtime**"). The Provider shall inform the Customer of each Scheduled Downtime by sending an e-mail to the Customer's e-mail address specified in the header of this Agreement at least 5 (five) calendar days in advance, specifying the parts of the Service which will be affected by the Scheduled Downtime.

- 4.3 The Contracting Parties have agreed that a necessary downtime shall be an exceptional interruption of the Service provision by the Provider due to an unavoidable system unavailability if there is a threat of damage to the system or damage to the system of the Provider or a third party that needs to be averted, or in case of a large-scale outage (hereinafter as the "**Necessary Downtime**"). The Contracting Parties have agreed that the Necessary Downtime always pertains to all Services provided by the Provider, unless otherwise specified by the Provider. The Provider shall inform the Customer of each Necessary Downtime by sending an e-mail to the Customer's e-mail address specified in the header of this Agreement at least 24 hours in advance, specifying its scope. In special cases, in particular when there is a threat to the health or property of individuals or a risk of extensive damage, the Provider may inform the Customer of the Necessary Downtime at the moment of the commencement of the Necessary Downtime or within one (1) hour from its commencement.

- 4.4 For the avoidance of doubt, the Contracting Parties have agreed that the duration of the Scheduled Downtime and the duration of the Necessary Downtime shall not be included in the duration of the unscheduled Service unavailability referred to in Article 4, Section 4.1 hereof.

- 4.5 The Customer hereby gives its unconditional consent and accepts the Service provision within the time and availability parameters specified in Article 4, Clauses 4.1, 4.2, and 4.3 of this Agreement, including the agreed downtime, and shall take all measures to prevent any damage or other loss including lost profit on the part of the Customer, or on the part

of third parties which may suffer such loss as a consequence of downtime or the interruption of the Service.

5. REMUNERATION

- 5.1 In providing the Service, the Provider shall receive its remuneration as follows: the Customer's customers using the Service shall make the payment for the Customer's goods and services in digital currencies at an exchange rate (between the digital currency and the fiat currency) which includes the Provider's business margin (of a max. 0.5% out of the payment made by the Customer's customer).
- 5.2 When the Customer's customer makes a payment, the Provider shall pay to the Customer's account the full agreed price of the Customer's goods or services in the Agreed Fiat Currency.
- 5.3 The Contracting Parties have agreed that if the Customer wishes to integrate the Service into its system in accordance with Article 1, Clause 3 hereof (i.e. the Customer shall not perform the integration himself), the Customer shall pay to the Provider a remuneration as follows: **EUR [●]** (excluding VAT), whereby the integration shall be performed under the terms stipulated in a separate agreement.

6. LICENSING

- 6.1 The Provider hereby represents it has the necessary consents to license the software – the Provider's Payment Gateway – which is part of the provided Service (hereinafter as the “**Software**”).
- 6.2 The Provider hereby grants to the Customer the right to use the Software (hereinafter as the “**License**”) for an unlimited period of time for the duration of this Agreement. The License is granted as **non-exclusive**. The Customer shall have the right to use the Software under the following terms:
- a) The Customer is entitled to use the Software only in the way envisaged for the use of the Customer's Services provided hereunder, for the needs of the Customer and in order to implement the Customer's business activities.
 - b) The Customer shall not be authorised to change or modify the Software or its components in any way without the previous consent of the Provider. The Customer shall not provide the Software to any third parties for any purpose whatsoever.
- 6.3 The remuneration for granting the License shall be included in the remuneration specified in Article 5 hereof.

7. TERM OF CONTRACT

- 7.1 This Agreement becomes valid on the date of its signature, and enters into effect on **May 1, 2018**.
- 7.2 This Agreement has been concluded for an indefinite period of time.
- 7.3 This Agreement may be terminated prematurely in one of the following ways:
- a) by the written agreement of the Contracting Parties, which regulates the settlement of the mutual rights and obligations of the Contracting Parties hereunder;

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Provider

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Customer

- b) by the written notice of termination of a Contracting Party;
 - c) by the written notice of withdrawal of a Contracting Party due to a material breach of the Agreement or due to other reasons specified herein;
- 7.4 A Contracting Party shall have the right to terminate this Agreement at any time even without specifying the reason. The notice period of one (1) month shall start to lapse on the first day of the month following the month during which the notice was delivered to the other Contracting Party.
- 7.5 For the avoidance of doubt, the following shall represent a material breach of this Agreement by the Provider for the purposes of withdrawing from the Agreement:
- a) failure to observe the agreed Service availability pursuant to Article 4, Section 4.1 hereof in two consecutive calendar months;
 - b) failure to make a SEPA transfer in accordance with Article 2, Section 2.6 within the agreed period referred to in Article 2, Section 2.6 hereof, and the failure to complete the transfer within an additional time limit of three (3) business days.
- 7.6 For the avoidance of doubt, the following shall represent a material breach of this Agreement by the Customer for the purposes of withdrawing from the Agreement:
- a) following an interruption of the Service provision pursuant to Art. 3, Section 6 hereof, the Customer fails to clearly demonstrate to the Provider that no legal regulations are being violated in connection with the sales of the Customer's goods and Services;
 - b) the Customer has breached the terms of the granted License and failed to remedy the breach within an additional period afforded by the Provider;
 - c) proceedings have commenced against the Customer pursuant to the provisions of Section 29 of the Act. 297/2008 Coll. on the prevention of money laundering and terrorist financing and on the change and amendment of some laws.
- 7.7 The withdrawal becomes effective on the date of its delivery to the other Contracting Party.

8. RESPONSIBILITIES

- 8.1 The Contracting Parties explicitly represent that in consideration of all the circumstances which are or should have been known to them had they exercised due professional care, the amount of foreseeable damage caused by a breach of the Provider's obligations shall not exceed threefold of the total remuneration pursuant to Article 5, Clause 1 obtained by the Provider for the calendar month which precedes the calendar month in which its obligations hereunder have been breached.
- 8.2 Only the actual damage shall be reimbursed. Within the scope permitted by the applicable law, neither Contracting Party shall be liable for any indirect, incidental, or consequential damage or lost profit or performance, or other financial loss.
- 8.3 In case of an unforeseeable outage of third party services (in particular the services of the crypto exchanges or banks with whom the Provider cooperates) related to the Service provision hereunder the Provider shall not be accountable for any default caused by such an outage. The deadline for the performance of the Provider's obligation to make the SEPA transfer in accordance with Art. 2 hereof or the deadline for the performance of other obligations of the Provider hereunder shall be extended by the duration of such outage.
- 8.4 Circumstances excluding liability hereunder shall also be any acts by public administration bodies or banks (justified, unjustified, or unreasonable) in consequence of which the Service

provided to the Provider or any other thereto related services will be limited or suspended. In such case, the deadline for the performance of the Provider's obligations hereunder shall be extended by the duration of such limitation or suspension of the Service provision, or other services used by the Provider to provide the Service hereunder.

9. COMMUNICATION BETWEEN THE CONTRACTING PARTIES AND NOTICES

- 9.1 Unless explicitly stipulated otherwise herein, a withdrawal from the Agreement, a termination of the Agreement, all amendments to the Agreement, and all documents which establish, change, and/or void the legal relationships hereunder, shall be made in writing and delivered to the other Contracting Party in person or by post.
- 9.2 All notices shall be deemed delivered even if the recipient refused to pick up within the set time limit a consignment sent by post to the address of the registered office of the Contracting Party or to the address stipulated in the Agreement header, or if the Contracting Party refused to accept a consignment delivered in person. The Contracting Parties have agreed that in case of a vain notice delivery pursuant to the previous sentence, the delivery shall be deemed effective on the fifth day from the date as of which the notice/consignment was sent to the other Contracting Party or on the date of receipt refusal.
- 9.3 For the avoidance of doubt, the Contracting Parties have agreed that any and all changes, amendments, and/or additions to this Agreement shall be made exclusively by their statutory bodies or authorised representatives of the Contracting Parties (e.g. employees authorised in accordance with the Commercial Code).

10. CONFIDENTIALITY

- 10.1 The Contracting Parties have agreed to maintain secrecy regarding all confidential information which they have learned in connection herewith and the disclosure of which to third parties could inflict material or non-material damage on the other Contracting Party.
- 10.2 The Contracting Parties have agreed that confidential information shall denote information which is not readily available in commercial circles and which each party protects as necessary, whereby such information shall include all business, marketing, legal, commercial, and technical information, specifications, functionalities, plans, blueprints, data, computer programs or parts thereof, information contained in documents and presentations pertaining or related to the performance hereunder, including trade secrets as specified by the Commercial Code, and information provided during pre-contractual negotiations. The Contracting Parties have agreed that confidential information pursuant to this article of the Agreement shall also include the fact that the Contracting Parties have concluded this Agreement and all the terms and conditions thereof.
- 10.3 The respective confidentiality obligations shall not pertain to information which
 - a) at the time of their use have been publicly known, or became publicly known otherwise than through a breach of obligations of this Agreement;
 - b) have been known to the recipient prior to its receipt from the other Contracting Party (as shown by the recipient's own records or other qualified evidence);

- c) will be requested by a court of law, the prosecutor's office, or another public administration body in accordance with the law;
- d) will be provided within the necessary scope to legal, tax, and/or economic advisors of the Contracting Party (who are bound by a legal or contractual confidentiality obligation) in order to provide legal, tax, and/or economic consulting;
- e) will be provided within the necessary scope to employees or associates of the Contracting Party to perform the obligations arising out of this Agreement.

11. DISPUTE RESOLUTION AND GOVERNING LAW

- 11.1 By signing this Agreement, the Contracting Parties have explicitly agreed that the legal relationships arising out of this Agreement, the mutual relationships between the Contracting Parties, and the relationships arising out of or in connection with this Agreement (relationships of responsibility) shall be regulated under Slovak jurisdiction in all aspects not regulated by this Agreement.
- 11.2 The Contracting Parties have agreed to make all efforts to resolve any disputes arising out of this Agreement by mutual agreement.
- 11.3 All disputes between the Contracting Parties shall be resolved by the Contracting Parties amicably. If it is not possible to reach an amicable settlement and the Contracting Parties have demonstrably made attempts to do so in negotiations initiated by one of the Contracting Parties, either Contracting Party becomes entitled to raise its claims or enforce its rights at a court of competent authority in the Slovak Republic.

12. FINAL PROVISIONS

- 12.1 This Agreement constitutes the entire agreement of the Contracting Parties relating to the subject matter hereof and it supersedes all prior agreements between the Contracting Parties, whether oral or written.
- 12.2 The Contracting Parties hereby declare that the Agreement represents their free, clear, certain, and serious will, and that their contractual freedom is not limited in any way, in witness whereof they have signed this Agreement.
- 12.3 Should some of the provisions hereof become invalid, the validity of the other provisions shall remain unaffected. In such case the Contracting Parties undertake to adopt a new provision retaining the context and purpose of the invalid provision.
- 12.4 The Contracting Parties have agreed that any changes or amendments to this Agreement shall have the form of written amendments approved by both Contracting Parties.
- 12.5 The following Appendices shall form an integral part of this Agreement:
 - a) Appendix 1 containing description of the Provider's Payment Gateway (referred to as "**Appendix 1**" in the Agreement);

- b) Appendix 2 containing a manual using which the Customer will integrate the Provider's Payment Gateway in its systems (referred to as "**Appendix 2**" in the Agreement);
- c) Appendix 3 containing the Provider's General Terms of Business (referred to as "**Appendix 3**" in the Agreement);

12.6 This Agreement has been made in 2 counterparts, one for the Provider and one for the Customer.

The Contracting Parties hereby declare that this Agreement demonstrates their true and free will, and in witness of their consent to all of the Articles hereof they attach hereto their signatures.

<p>In Bratislava, April 30, 2018 PROVIDER</p> <p>On behalf of: CryptoDiggers s. r. o. Name: Martin Bešina Position: Executive Manager</p> <p>_____</p>	<p>In XXXXX, April 30, 2018 CUSTOMER</p> <p>On behalf of: [●] Name: [●] Position: [●]</p> <p>_____</p>
<p>In Bratislava, April 30, 2018 PROVIDER</p> <p>On behalf of: CryptoDiggers s. r. o. Name: Peter Bešina Position: Executive Manager</p> <p>_____</p>	