

GENERAL AGREEMENT FOR PROVISION OF SERVICES

entered into on the day, month and year defined below by and between

the company

Weezezex, s.r.o.

with the registered office are Konzumní 640/4, Hloubětín, 198 00 Praha 9

reg. ID No.: 06726852

entered in the Companies Register maintained by the Municipal Court in Prague, Section C, File No. 287910

represented by: Mr. Artyukhov Andriy, director

(hereinafter referred to as the “**Provider**“ and the first contracting party)

and

the company

with the registered office at

reg. ID No.:

entered in the Companies Register

represented by

(hereinafter referred to as the “**Client**“ and the second contracting party)

the above-named parties hence enter into this

GENERAL AGREEMENT FOR PROVISION OF SERVICES

in accordance with § 1746 section 2 and subs. Provisions of the Act No. 89/2012, the Civil Code (hereinafter referred to as the “**Civil Code**“ only)

1. PREAMBLE

- 1.1. Both the Provider and and the Client are entrepreneurs.
- 1.2. The Client offers its services to third parties (hereinafter referred to as the “**Customers of Client**“ only) and accepts from/or provides to Customers of Client the virtual currency, defined as an electronically preserved unit accepted as a payment for goods or services and not constituting any claims towards its issuing entity and it does not represent any electronic money or other means of payment in line with definitions stipulated by the Act No. 284/2009 on Payment System, as subsequently amended (hereinafter referred to as the “**Virtual Currency**“ and the “**Payment System Act**“ only).
- 1.3. The Client is interested in sale and purchase of the Virtual Currency from third parties trading with virtual currencies (hereinafter referred to as the “**Virtual Currency Traders**“ only).

- 1.4. This agreement amends the right and duties of contracting parties with respect to arrangement of sale and purchase of the Virtual Currency (hereinafter “**Virtual Currency Trade Arrangement**“ only).

2. SCOPE OF AGREEMENT

- 2.1. The contracting parties have agreed that contractual relations arising from agreements for provision of services concluded between these parties in the future (hereinafter referred to as “**Individual Agreements**“ only) will be governed by the terms and conditions stipulated herein.
- 2.2. Any deviations from the provisions hereof will be subject to prior arrangements in terms of an individual agreement or any special agreement respectively.

3. CONCLUSION OF INDIVIDUAL AGREEMENTS

- 3.1. Should the Client be interested in a Virtual Currency Trade Arrangement, they will submit a non-binding purchase order to the Provider (hereinafter referred to as the “**Purchase Order**“ only).
- 3.2. Having received a Purchase Order, the Provider becomes entitled to supply the Client with a draft individual agreement (hereinafter referred to as the “**Offer**“ only). The mandatory contents of each Offer must include mainly a specification of the Virtual Currency and the volume thereof to form the subject matter of procurement, the amount of price and currency for payment of the Virtual Currency purchase as well as a designation of purchase or sale of Virtual Currency by the Client, a specification of the amount of remuneration for the Provider, together with designation of the exact currency, with respect to such Virtual Currency Trade Arrangement and the period for acceptance of such Offer.
- 3.3. An individual agreement between the Provider and the Client is established upon timely acceptance of the relevant Offer by the Client (hereinafter referred to as the “**Offer Acceptance**“ only).
- 3.4. Submission of Purchase Orders and acceptance of Offers may be conducted using electronic mail or the electronic system operated by the Provider.
- 3.5. No Offer will be made by the Provider mainly in case, when the value of the Virtual Currency trade is below the equivalent value of EUR 0.01 or exceeding the equivalent value of EUR 50,000 , unless stipulated otherwise under such circumstances.
- 3.6. The Provider is obliged to ensure the availability of their services to the Client 24 hours a day and 7 days a week. The Provider is obliged to report any downtime of the service due to maintenance or actions associated with remedy or removal of defects to the Client sufficiently in advance (at least 48 hours in advance). The Provider undertakes to keep any single service downtime periods under 8 hours.

4. INDIVIDUAL AGREEMENT PROVISIONS

- 4.1. An individual agreement obliges the Provider to arrange a Virtual Currency trade for the Client and the latter will be hence obliged to remunerate the Provider accordingly.
- 4.2. Should the Client proceed with a sale of Virtual Currency to a virtual currency trader, the individual agreement will oblige the Provider to arrange the sale of Virtual Currency to such virtual currency trader in the manner explained below:
 - 4.2.1. The Client is obliged to accept the Virtual Currency, either directly or via another party, comprising the subject matter of the relevant individual agreement, at the address of electronic wallet of the Provider or as arranged within the individual agreement, at the address of electronic wallet of the relevant Virtual Currency Trader per prior identification supplied by the Provider; the obligation to hand Virtual Currency over is met once the Virtual Currency has been credited into the wallet, as specific by the first clause of this paragraph.
 - 4.2.2. Should the Virtual Currency be handed over into the electronic wallet of Provider, the latter is obliged to forward such Virtual Currency to the Virtual Currency Trader.
 - 4.2.3. The Provider is oblige to ensure the price of Virtual Currency be paid by the Virtual Currency Trader into the bank account of the Provider according to the provisions within their relevant individual agreement or into the bank account of the Client as agreed; the obligation to settle such price is met once the relevant amount has been credited into the bank account, as specified in the first clause of this paragraph.
 - 4.2.4. In case the price amount has been credited into the bank account of the Provider, the latter is further obliged to forward the amount to the Client.
- 4.3. Should the Client proceed with a purchase of Virtual Currency from a Virtual Currency Trader, the relevant individual agreement sill define the obligation of Provider to arrange a purchase of Virtual Currency for the Client from the Virtual Currency Trader under the conditions specified below:
 - 4.3.1. The Client is obliged to pay the price at the amount and currency specified within the relevant individual agreement or per provisions of an individual agreement by crediting the particular amount into the bank account of Virtual Currency Trader identified by the Provider in advance; the obligation to settle such price is met once the relevant amount has been credited into the bank account, as specified in the first clause of this paragraph.
 - 4.3.2. In case the price amount has been credited into the bank account of the Provider, the latter is further obliged to forward the amount to the Virtual Currency Trader.
 - 4.3.3. The Provider is obliged to ensure handover of the Virtual Currency being traded pursuant to a relevant individual agreement, to be conducted by the Virtual Currency Trader to the address of electronic wallet of the Provider or as agreed

within the individual agreement, into the address of electronic wallet of the Client; the obligation to deliver the Virtual Currency is met once the Virtual Currency has been credited into the wallet per the initial part of this clause.

- 4.3.4. Should the Virtual Currency be handed over to the electronic wallet of the Provider, the latter is obliged to forward such Virtual Currency to the Client.
- 4.4. The Provider is entitled to deal with any Virtual Currency Trader under their own name and on behalf of the Client or alternately under the name and on behalf of the Client, at the Provider's own discretion. The Provider is entitled to accept and provide supplies on behalf of the Client. Should any arrangement of Virtual Currency trade require collaboration from the Client, the latter will be obliged to comply with such requirement.
- 4.5. If the Provider arranges any trade with Virtual Currency under conditions more favourable than defined by the Client within their individual agreement, the extra gain will belong to the Provider only.
- 4.6. The Provider is obliged to arrange a trade with Virtual Currency by purchasing/selling the Virtual Currency from/to the Client themselves.
- 4.7. The Provider is obliged to notify the Client on regular basis with respect to all trades involving the Virtual Currency performed following individual agreement as well as all the circumstances important with regards to interests of the Client; such notification must be submitted at least once (1×) per calendar month.
- 4.8. The contracting parties hereto are entitled to set-off their mutual claims at any time to settle the price paid for sale or purchase transactions when trading the Virtual Currency.
- 4.9. The Client undertakes to remunerate the Provider for arrangement of trade with the Virtual Currency at the amount and currency specified by the relevant individual agreement. The entitlement to this remuneration arises after arrangement of a particular trade with Virtual Currency.
- 4.10. The remuneration for Provider is payable on monthly basis, against a proper tax invoice - commercial invoice issued by the Provider. The Provider issues their tax invoice - commercial invoice for the previous calendar month on the first (1st) working day, at the earliest, following the calendar month decisive for determination of the remuneration amount,.
- 4.11. The maturity period applied to remuneration payments has been fixed to fifteen (15) days following the end of calendar month of entitlement.
- 4.12. The remuneration for Provider is payable by means of an electronic fund transfer into the bank account of Provider. The Client's obligation to settle their monetary liabilities towards the Provider, as defined herein, is met once the relevant amount has been credited into the account of the Provider, as stipulated by the previous clause.
- 4.13. The Provider is not obliged to provide any services to the Client, should the latter come into default with payment of the said remuneration.

- 4.14. The amount of commission, bank details and conditions applicable to refund of the Virtual Currency to the Client in case of breach of any individual agreement, have been stipulated within the Appendix No. 1 forming an integral part hereof.
- 4.15. Any potential value added tax amount will constitute liability of the contracting parties in accordance with the generally binding legal regulations, as applicable.

5. MISCELLANEOUS

- 5.1. Trading of Virtual Currency defined herein does not constitute any of the payment services or cashless trading of foreign currencies in terms of the Payment System Act or even any money exchange service in terms of the Act No. 277/2013 on Money Exchange Operations, as subsequently amended. The Virtual Currency is not an investment tool per provisions of the Act No. 256/2004 on Capital Market Trading, as subsequently amended.
- 5.2. When performing their obligations defined herein or within individual agreements, the contracting parties are obliged to comply with all their obligations implied by the Act No. 253/2008 on selected measures against legitimisation of proceeds of crime and financing of terrorism, as subsequently amended (hereinafter referred to as the “**AML Act**” only). When providing supplies pursuant to the provisions herein, the contracting parties are entities providing services associated with the Virtual Currency, hence defined by the AMT Act as taxable parties and entitled to ask their counter party to provide information, documents and other data for identification and inspection purposes. The contracting parties acknowledge that any refusal to provide collaboration in identity verification and inspection constitutes a serious breach of duties imposed hereby and its may be considered an indication of suspicious transaction, as defined by the AML Act.
- 5.3. Any services rendered by the Provider to Customers of the Client must comply with all the duties implied by the AML Act.

6. DATA PROTECTION AND COMPETITION BAN

- 6.1. The contracting parties have agreed that the pool of confidential information shall include any information relevant to the contents hereof as well as individual agreements, any findings of business, marketing and promotion, production, technical nature, as well as other facts significant with respect to their competitors, as applicable.
- 6.2. The confidential information will not include any information becoming known to public due to causes not attributable to either contracting party.
- 6.3. The contracting parties undertake to honour the confidential nature and such information and not to disclose such data for the period validity period hereof as well as further five (5) years following its termination. Neither contracting party may use such information for their own benefit or for any third party, unless permitted to do so by the counter party, if such disclosure violates the interests pursued by such counter party. The contracting parties covenant to remain silent also with respect to other facts

the divulgence of which to any third party may harm the business interest or reputation of either contracting party. The contracting parties undertake to ensure compliance with the duties implied hereby even among their employees, authorised agents, statutory bodies, members of statutory bodies, shareholders or other persons granted access to the confidential information. The provisions stipulated by § 1769 of the Civil Code will not apply.

7. RESOLUTION OF DISPUTES

- 7.1. Any disputes arising from the provisions of this Agreement or in connection herewith will be submitted to the Court of Arbitration at the Chamber of Commerce of the Czech Republic and the Agricultural Chamber of the Czech Republic in accordance with their applicable rules and with three arbitrators appointed.

8. AGREEMENT PERIOD

- 8.1. This agreement shall come into effect and force upon the conclusion hereof.
- 8.2. This agreement has been concluded for an indefinite period of time.
- 8.3. This agreement may be terminated either of the contracting parties for any reason or without stating any reason respectively. The notice period lasts for one (1) month and it starts upon delivery of the notice to the counter party.
- 8.4. Either contracting party is also entitled to terminate this agreement without any notice period applied in case of a legitimate resolution on bankruptcy of their counter party, in terms of the Act No 182/2006 on Bankruptcy and Settlement (the Insolvency Act), as subsequently amended. Any notice will be effective from the date of its delivery to the counter party, whereas this agreement will be terminated upon the notice delivery under such circumstances.
- 8.5. The Provider and the Client have agreed that the risk of circumstances will be assumed by either of them, in terms of § 1765 section 2 of the Civil Code.

9. FINAL PROVISIONS

- 9.1. This agreement, as well as any rights or duties arising pursuant to the provisions herein or in connection herewith, shall be governed by the Czech law; that applies even in case the agreement contains any international (foreign) elements, that is mainly the Civil Code and provided the relations between the Provider and the Client are:
 - 9.1.1. not amended by any business customs defined in terms of § 558 section 2 of the Civil Code;
 - 9.1.2. not amended by provisions stipulated by § 1748 of the Civil Code.
- 9.2. Should any invalidity clause apply to certain provisions hereof, it will be invalid only to those provisions that cannot be separated from the remaining provisions hereof, as

implied by its nature or contents or even circumstances present during negotiations hereof.

- 9.3. This agreement comprises a complete agreement between the contracting parties with respect to the subject matter hereof and it replaces any previous arrangements between the contracting parties with respect to the subject matter hereof.
- 9.4. For the purpose hereof, no business terms and conditions of the contracting parties shall be applied herein.
- 9.5. This agreement has been executed in two (2) authentic copies, whereas either contracting party receives one (1) copy.
- 9.6. The contracting parties have read through the contents hereof and agreed with the provisions stipulated within, in witness whereof they both append their autographs hereunder.

Signatures:

In _____ date: _____

In _____ date: _____

Provider

Weezzex, s.r.o.

Mr. Artyukhov Andriy, director

Client