AGREEMENT REGARDING THE TERMS OF SERVICE OF COINBARPAY POS

1. **FOREWORD**
These terms of use constitute the contract ("*Contract*") between the merchant ("*Merchant*") who decides to adopt the COINBARPay POS service and COINBAR S.p.a. ("*COINBAR*") (collectively, the "*Parties*").
Unless otherwise provided, any reference to the Contract also constitutes a reference to any applicable addendum, such as general terms and conditions, privacy policy, and cookies policy.

    COINBAR S.P.A., Tax Code/P. VAT **14939301009** is a company with a registered office in Via della Marcigliana n.532, Rome, legally represented by dr. Cugusi Antonello, hereinafter referred to as the "Provider" and is registered with the special section of the register of Virtual Currency Operators (VASP) maintained by the Body of Agents and Brokers, under no. **PSV16** enrollment.
    The COINBARPay POS service is reserved exclusively for natural and legal persons and their intermediaries acting within the scope of their trade, business, craft or profession and who are established or have a branch in one of the countries that are part of the European Economic Area ("EEA").
    The obligations covered by this Agreement shall be deemed to apply and enforceable, where applicable, to each user who is designated by a Merchant to use COINBARPay's services as set forth below.
    Should the Merchant require further information about COINBARPay and/or the services offered by COINBAR S.p.a. can refer to our coinbar.io website or alternatively send an email to the following addresses:
    - info@coinbar.io
    - business@coinbar.io

2. **SERVICE COVERED BY THE CONTRACT**
The service will be conducted exclusively through the online mode.
The Coinbar company offers:
    - The COINBAR-PAY serivce: allows merchant/business type customers to be able to handle digital payments with cryptocurrencies and fiat currency (euro) exchange;

    COINBAR-PAY

The ability to accept cryptocurrency payments and convert them to FIAT currency is made possible through a process called "crypto-to-fiat conversion" integrated within the Coinbar Pay platform.

This function is especially useful for traders who do not want to withhold cryptocurrency and prefer to have their funds in fiat currency.

It also helps the traders to avoid the volatility of the cryptocurrency market. It also enables the merchants to easily account for their income in their local currency and avoid any conversion fees when using their funds.
The service will be delivered with a custom Coinbar Pay webapp integrated via API to e-commerce and through dedicated Android App for use as an in-store POS.
The merchant's customer is guided through crypto payment, being able to use two methods:

- Private wallet,
- Coinbar account;
- Binane Pay
- Gate Pay

In case of payment via external wallet, the following cryptocurrencies will be available:

- BTC
- USDT
- XDB
- XRP

Additional cryptocurrencies will be made available by Coinbar in subsequent updates.
Using Coinbar's internal account payment method, however, all cryptocurrencies currently on the platform are usable.
Merchant customers will be able to make payments either by resorting to an external wallet in their name or by registering on the Coinbar platform.

3. **MODE OF CONDUCT OF COINBARPAY SERVICE.**

Here we briefly outline the flow according to which the service is developed, as for further technical details the merchant can request at the email address business@coinbar.io to consult the technical attachment CoinbarPay Integration Preview.pdf

Unfolding:

1. **Account creation procedure**
   - the company accepting payments through COINBARPAY proceeds to create its own account at trade.coinbar.io in order to activate the service;
   - follows the KYC verification procedure according to the internal protocol adopted by Coinbar;
   - at the same time, the client company activates the exchange service by approving the terms and conditions of the platform available at the following link.

AFTER THE PREPARATION AND APPROVAL OF THE NECESSARY ACCOUNTS IS COMPLETED, THE SERVICE BECOMES OPERATIONAL AND IS DEVELOPED AS FOLLOWS:

2. **Service execution and payment management:**

   - Payment is made through a web request from the "merchant platform" to Coinbar Pay, with input the data of the user, the product being purchased, the cost in euros, and other custom data.
   - Opening the Coinbar page that displays the summary of the payment request and the choice of one of the two managed modes.
   - The user chooses the payment mode between private wallet (any non-custodial wallet), Binace Pay, Gate Pay and Coinbar account.

Payment management is described within Section 4.4 ff of the Technical Annex forming an integral part of the contract, that could be requested with mail to:
compliance@coinbar.io

3. **Business Dashboard**

Through the COINBARPay application, the Merchant is able to access their Account balance and Transaction history through the Dashboard available within the App, having access to the following elements:

   - Transaction history with amount, date and outcome,
   - amount of each transaction,
   - fees charged (including details of fees),
   - the credit date of each transaction.

4. In the event that the end customer is charged for a double payment (Coinbarpay and in-store payment by other means), having made the appropriate verifications, the merchant has the option of making an immediate refund against the customer directly from their dashboard.

4. **DURATION AND TERMINATION**
    1. This contract provides for duration of 2 years and starts from the date of signing.
    2. The Parties may terminate this contract starting from the lapse of 12 months from the date of signing, by notice to be sent by registered letter with return receipt or PEC, to their respective institutional addresses, with at least 3 months' notice.
    3. **Client's right of withdrawal**
    In the event of early termination of the contract, the Client shall pay the Supplier the amount due in respect of the Services performed and documented up to the time of termination while holding the Supplier harmless for the expenses incurred in performing the service and lost earning (the amount of the standard setup fee equal to 30.00 euros discounted to 0 euros for Customers who complete the contract).
    4. **Faculty of withdrawal for cause of Supplier and Customer**
    The Supplier and the Customer may terminate the contract without notice if a cause arises that does not permit the continuation, even temporarily, of the relationship.
    5. **Exclusivity clause**
    The Merchant agrees to the introduction of a unilateral exclusivity clause within this contract.
    The purpose of exclusivity is to provide the parties with a closer bond of cooperation.
    By accepting the exclusivity clause, the Merchant agrees not to introduce within its distribution and payments process, services competing with the Coinbarpay service, it therefore undertakes not to conclude with third parties similar contracts within the points of sale present in the Italian territory for a period of time equal to 2 years from the signing of the contract in question.
    Failure to comply with this obligation shall result in the payment of damages against Coinbar in accordance with the provisions of Art.
    1223 c.c.

5. **VARIATIONS**
    Any changes in the way the service is provided must be discussed and approved by both parties in advance.

6. **CORRESPECTOR**

The COINBARPay service provides 2 different types of subscriptions (**Starter** and **Pro**) detailed within the tables below.

Table no. 1 reports the conditions valid in head of the two main subscription options.

	Starter	Pro
Promotion for the first 30 days	0 euros	0 euros
Promotion for the first 30 days Crypto to EUR	1..50%	1.00%
Subscription	0	€7.99 per month
Transaction fee-Crypto to Euro	1.75%	1.50%
Transaction fee-Crypto to crypto	0.90%	0.75%

The table above contains information relating to the offer released by COINBAR with a duration of 30 DAYS from the date of signing the contract and accepting

the Terms and Conditions of Service.

It should be noted that any payment received from the customer having a counter value of more than 5,000 euros must be accompanied by a receipt that the customer must send to the email address compliance@coinbar.io
Coinbar, for the purpose of providing the service in full compliance with anti-money laundering regulations, reserves the right to ask the customer to view the receipts issued upon receipt of payment through Coinbarpay.
The parties agree on the possibility of reevaluation of the agreed consideration from the expiration of the contract with validity 1 year for which automatic renewal is provided.

1. **MODE OF PAYMENT**
   Coinbar withholds from the Merchant's receipts made through Coinbarpay the amount arising from monthly service fee and transaction fee, leaving the Merchant's proprietary account debited with the net amount.
   At the same time Coinbar will issue an invoice on a monthly basis covering the 2 fees mentioned above, no invoice will need to be issued by the Merchant.
   As for the mode of collection for the Merchant, there is an automatic settlement on a weekly basis for the withdrawal of the funds available in the account in addition to the possibility of making a manual withdrawal directly from the merchant's dashboard at any instant as long as it is an amount greater than 100 euros.
   If no payments are collected through COINBARPay for an extended period of time and it is not possible for COINBAR to "draw down" the monthly service fee due to unavailability of funds, the merchant must reload the amount needed to settle the monthly service fee.

2. Alternatively, Coinbar will issue an invoice for the amount to be paid.
   If for a period of more than 30 consecutive days from the payment due date, the merchant fails to upload the necessary funds to settle what is due, COINBAR will suspend the service by sending an e-mail notice to the merchant.

3. The Supplier is reserved the right to suspend service in case of delinquency resulting from late or non-payment. In such a case, service will be restored only and exclusively upon full payment of the amount owed by the Customer.

7. **RESPONSIBILITIES OF SUPPLIER AND CUSTOMER**
Coinbar S.P.A. Is required to provide its services with professional diligence. In the event that it fails in its obligations of professional diligence, it will be obliged to compensate the Client for any damage caused to him by its conduct. The Customer acknowledges that he/she is bound towards Coinbar to the obligation of damage limitation and to conduct himself/herself in accordance with the principles of fairness and good faith provided for in the Civil Code (c.c.).
Coinbar S.P.A.'s obligation to indemnify. will decrease or be excluded, if the Client himself contributed to the occurrence of the damage or did not actively work on its containment, as far as he reasonably could.

   1. **This contract excludes the Supplier's liability for damages not attributable to the Supplier.**
   Coinbar S.P.A. is not responsible for damages due to unforeseeable circumstances or force majeure. It is also subject to the limitations of liability of the providers of the services required for trading and quotations. On the same terms in which such limitations are opposed by suppliers to Coinbar, they may be objected to by the latter to the Customer.

   2. **Exclusion of Supplier's liability for inefficiency, interruption of services, etc.**
   The Merchant acknowledges that the application of professional diligence does not, however, imply a commitment or guarantee of the unconditional continuity of the services provided by Coinbar, for influential aspects arising from the Markets, trading and/or price dissemination systems, as well as intermediaries that Coinbar may potentially use.
   Coinbar S.P.A. is not responsible in case of interruptions or malfunctions of the offered service caused directly or indirectly by technical problems of the exchange.

   3. This contract provides for the indemnification of the Customer against the Supplier for third-party claims arising from the use of the service;

   4. This contract excludes the Supplier's liability for loss of data, violation of the rights of third parties, delays, malfunctions, total or partial interruptions;

8. **CONFIDENTIALITY OBLIGATIONS**
Both parties warrant that the personnel assigned to the performance of this contract will maintain, with respect to any unauthorized persons and third parties, secrecy with respect to the confidential information they will obtain in the performance of the planned activities. Both parties agree to

take necessary measures to prevent any disclosure of secret information to unauthorized parties, and vice versa. Excluded from this obligation is information that is already known to the parties or is in the public domain or is transmitted by a third party with rights and no obligation of confidentiality. Any breaches of confidentiality obligations for which one party is responsible will entitle the other party to recover any damages incurred.

9. **PERSONAL DATA PROCESSING** USE OF COMPANY LOGOS FOR ADVERTISING PURPOSES

The Parties declare that they are informed about the use of their personal data and authorize their processing on computer and/or paper media, in order to fulfill all legal obligations and in any case functional to the stipulation and execution of the relationship established with this contract, in the manner and to the extent necessary to pursue these purposes, also in case of communication to third parties, where required for the execution of the contract itself or by virtue of regulatory provisions, in compliance with Regulation (EU) 679/2016 (hereinafter GDPR) and D. Lgs. June 30, 2003, no.196 as last amended by D. Lgs. 101/2018.

The Supplier recognizes that effective promotion and marketing activities are crucial to the success of the Coinbarpay service. Therefore, the Customer agrees to actively participate in promoting the Coinbarpay service on its marketing channels, such as websites, social media platforms, and email newsletters.

9.2 The Customer must allocate a reasonable amount of advertising space or digital resources to promote the Coinbarpay service, ensuring that the promotion is visible, informative, and accurately represents the features and benefits of the service.

9.3 The Supplier will provide the Customer with the necessary promotional material, including logos, banners, and marketing content, for use in its marketing activities. The Customer agrees to use these materials solely for the purpose of promoting the Coinbarpay service and in accordance with the Supplier's branding guidelines.

9.4 The Customer must make every effort to actively involve its customers and encourage the adoption of the Coinbarpay service. This may include, but is not limited to, creating special offers, discounts, or incentives exclusively for

customers using the Coinbarpay service.

9.5 Both parties agree to collaborate and coordinate their marketing efforts to maximize the visibility and reach of the Coinbarpay service. The Supplier may provide guidance and recommendations to the Customer regarding effective marketing strategies and tactics.

9.6 The Customer acknowledges that their active participation in promotional activities is essential for the mutual success of the Coinbarpay service. Therefore, in the event that the Customer fails to fulfill its promotional obligations as outlined in this section, the Supplier reserves the right to reevaluate the terms and conditions of the contract or terminate the contract in accordance with the termination clause set out in Section 4.

The parties acknowledge the release pursuant to art. 96 L.633/41 for the use of the Customer's company logo for marketing and advertising purposes, including:

Publication on its website and social channels registered to the company itself (Telegram, LinkedIn, Facebook, Instagram, and Twitter);

Publication on advertising billboards;

Publications for fairs and events;

Brochures and promotional material.

Use is permitted only in relation to the purposes referred to in this contract. It is forbidden to grant the aforementioned logo/trademark for use, transfer, or sub-licensing in whole or in part to third parties. The Customer may not make any use or device, other than as specified above, in any form or method, including reproduction on the World Wide Web for any use other than as specified above.

In any case, the Customer reserves the right to revoke this temporary authorization if, in its sole discretion, it believes that it may cause harm or damage to its good name and reputation in the market.

10. **OBLIGATIONS OF SUPPLIER AND CUSTOMER**
    1. The Supplier is obliged to make known to the customer all the technical and essential characteristics of what is the subject of the service provided.
    2. The Supplier is obliged to meet the deadlines for the start of operation of the service agreed upon between the parties and to provide adequate support.
    3. At certain times COINBARPay POS may need to perform scheduled maintenance, in such cases, the Provider agrees to notify with due anticipation the temporary unavailability of the service. In the event of unscheduled maintenance work (for example, a technical failure or system error) Coinbar will make every effort to restore Merchant service as quickly as possible.
    4. The Supplier agrees to provide instant assistance to merchants from the time of signing the contract:
       -Support includes one-hour training provided by the Coinbar team aimed at showing how the service works and explaining relevant case studies;
       - assistance for malfunctions or technical problems through the automated chat service on the coinbar.io website or via phone support at 388-9008239.
    5. It is the responsibility of the Supplier to enforce confidentiality obligations on third parties involved.
       The Merchant is obliged to pay the consideration established with the contract in the agreed time and manner as well as is obliged to communicate to the supplier all information necessary for the resolution of any problems.

The Merchant and Supplier agree to handle any disputes with the end customer promptly and diligently.
Merchants agree, at their own expense, to place inside their physical stores the sticker provided via email from COINBAR in order to make the availability of the service known and highly visible.

11. **SUSPENSION OF SERVICE**
    As part of the due diligence required in accordance with AML laws, COINBAR may not activate the Services or deny, suspend, or restrict access to and/or use of the Services if: (i) it is not possible to obtain and verify the information and documents necessary to conduct the checks; (ii) it believes that the results of the checks are not satisfactory under the obligations imposed on COINBAR by law; (iii) the provision of the Services to the Merchant may harm COINBAR's business and reputation and/or expose the Provider to any danger or risk of loss or liability to it.

The Merchant may have only one Merchant Account under this Agreement.

COINBAR may suspend the Merchant's use of the Services if it has reasonable doubts about the security of the Merchant's Account or suspects that the Services are being used in a fraudulent or unauthorized manner, or that the Merchant has committed a material or repeated breach of its contractual obligations.

The Merchant will be informed of such suspension and the reasons behind it as soon as practicable, unless it would reasonably compromise security measures or be contrary to law.

COINBAR may lift such suspension and, if appropriate, issue new security codes free of charge and as soon as possible if the reasons that led to the suspension of the Services have ceased to exist.

Under certain circumstances COINBAR may refuse to allow the Merchant to execute a Transaction. This may occur in cases where:

- has reasonable doubts about the security of the Merchant Account or suspects that the Services have been used by a Merchant in a fraudulent or unauthorized manner;
- Has reasonable grounds to believe that a Merchant is acting in violation of this Agreement; or
- In the presence of a legal obligation.

12. **COMMUNICATIONS**

The Parties, for any communication they should exchange regarding this contract and its execution, shall refer to the following addresses:

PEC COINBAR SPA address : antonello.cugusi@gicapec.it

Address of Legal Representative Antonello Cugusi: antonello.cugusi@coinbar.io

Address for Technical Assistance: support@coinbar.io

Address for Legal and Compliance Assistance: compliance@coinbar.io

In case of communications from Coinbar to the merchant, the company will resort to the email address used by the merchant during registration at coinbar.io

In the event of disputes concerning the receipt of ordinary e-mail messages, the parties mutually undertake to facilitate in good faith the performance of any verification and feedback activities and agree, in particular:

- To keep intact the computing devices used for transmitting and/or receiving e-mail messages;
- to promptly request, where necessary, from the respective e-mail service providers news useful for verification and feedback activities.

13. **EXCLUSIVE FORUM IN CASE OF DISPUTE**

Any dispute relating and/or connected to this contract, including those concerning its validity, interpretation, execution or termination, shall be referred to the exclusive jurisdiction of the Supplier's Court (Rome), with the express exclusion of any other possibly concurrent judicial authority.

The user accepts and declares to have fully read and accepted the conditions set out in the document in question at the time of activation of the COINBARPay service.

COINBAR S.p.a.

COINBAR SPA