

CONTRACT № ICB2021-090
ON THE PROVISION OF CRYPTO ACQUIRING SERVICES

Tallinn, Estonia

« _____ » _____ 2021

Financial company **InternetCashBank OÜ** (license FFA000361), hereinafter referred to as «**Executor**», represented by the director Vitalii Oleniichuk, acting on the basis of the Article of Association, on the one side, _____, hereinafter referred to as the «**Customer**», represented by _____, acting on the basis of _____, collectively referred to as the «**Parties**», have entered into this Agreement as follows:

Terms and definitions used in the Contract:

Website - a set of software, information, and media tools that are logically related to each other and available on the Internet.

Payment - an operation of non-cash payment of funds paid by the Payer for the **Customer** for the goods / works / services sold through the System made using electronic money.

Invoice - a preliminary invoice that contains a list of goods / works / services, their quantity and the price at which they are supplied to the buyer and information about the sender and recipient.

Tokenization - the process of replacing values (such as money, stocks, credit card numbers, medical records) with tokens that reflect those values.

System - a hardware and software complex used by the **Executor** and providing information and technological interaction between the **Executor**, the **Payer** and the **Customer** within the framework of accepting Payments in favor of the **Customer**, as well as within the framework of making Payments initiated by the **Executor** in favor of the Transfer Recipient.

Crypto acquiring - a service for accepting payments through the corresponding token with the mandatory registration of the corresponding payment in the blockchain with the corresponding token for further redemption of the invoice generated on the Customer's Website at the initiative of the **Payer**.

Crypto wallet - a financial company licensed for crypto trading and related software, capable of receiving orders for the purchase of tokens in favor of **Payers** for subsequent payment of Invoices issued on behalf of the **Customer** for the **Payer**.

Payer - any person who pays for goods and services on the Customer's website.

Third parties (in the context of this Contract) - within the framework of this Contract, third parties are allowed only to the relevant companies authorized by the **Executor**, capable of buying and selling crypto tokens for Fiat and non-Fiat funds in their status and having the appropriate license or authority in the relevant jurisdiction. The **Executor**, at its discretion, engages such a company without prior approval and is responsible for its actions to the **Customer**, and the **Customer** is obliged to answer any questions of such a financial institution regarding the relevant transaction. The **Executor** does not provide for the participation of other third parties.

1. SUBJECT OF THE CONTRACT

1.1. The **Executor** provides the **Customer** with **Tokenization** and **Crypto Acquiring** services on the Customer's website specified in the Annex 1 to this Contract.

1.2. The **Executor** provides the **Customer** with the opportunity to receive Payments from its **Payers** using the methods specified in clause 1.3. Contract through the BCO Token (1.00BCO = 1.00EURO) (or a specially issued token for a specific website of the **Customer**) by generating Invoices using the **Executor's** System.

Invoices are issued in the corresponding Token (the corresponding Token is specified in the Appendix 1 to the Contract).

1.3. The **Executor**, attracting the Crypto wallet as a third party, provides the **Payers** of the **Customer** with the opportunity to purchase the Token required to pay for the corresponding Invoice in the following ways, hereinafter the Payment Method:

- **Card payments:** VISA, MasterCard, Maestro, MIR, UnionPay, American Express, BinoCARD, others upon request.
- Card payments are accepted in the following currencies: USD, EUR, GBP, UAH, RUB. It is possible to work with other currencies upon request.
- **Bank payments:** SEPA, SWIFT, Ukrainian Hryvnia, Russian Ruble, Direct Bank India, Direct Bank Costa Rica, others upon request.
- **Crypto payments:** Ethereum, Tether (USDT), Bitcoin, BinoCoin, ETKtoken, others upon request.

The configuration of payment methods for purchasing a token is determined in Appendix 1 to this Contract.

2. SERVICE PROVISION PROCEDURE

2.1. The **Executor** provides the **Customer** with an Account in the System (Personal Account), which displays the Invoices initiated by the **Payer** on the Customer's Website, as well as information about the current status of the invoice, payment of the invoice and the corresponding blockchain record.

2.2. The **Customer** fills in the necessary information about himself, in accordance with the AML / KYC policy and uploads all the necessary documents:

2.2.1. For a natural person:

- personal identification card in the name of the **Payer** (whether it is an ID card, an electronic resident card or a residence permit card);
- passport or diplomatic passport (spread with photo) in the name of the **Payer**;
- **Payer** selfie with a passport.

2.2.2. For a legal entity:

- the documents listed in clause 2.2.1 for the Director and all beneficiaries of the **Payer**;
- extracts from the relevant national business register in the name of the **Payer** or the Article of Association / equivalent document issued no earlier than six months prior to submission;
- certificate of registration of the **Payer** / equivalent document, issued no earlier than six months prior to submission.

2.3. If necessary, the **Customer** answers additional questions with the provision of the requested AML documents to the Executor's department, as well as from the AML departments of the involved Third Parties.

2.4. The **Executor** provides the **Customer** with an API, which provides (at the initiative of the **Payer**) the formation of an invoice from the Customer's website in a token for the amount required by the **Payer**, with the further transmission of the request to purchase the appropriate amount of token on the Crypto wallets of the Third Parties by the Payment Method selected by the **Payer**.

2.4.1. Before starting work, the **Customer** configures the API in the test environment of the System in accordance with the API description and makes the necessary test payments. After receiving the production keys and starting work in the production environment, test payments with test data (for example, email test@test.com or Test Test cardholder name) are not allowed.

2.5. The last stage of the Payment process (PAY IN) is the payment of the Invoice - the transfer of the token from the Payer's wallet to the Customer's wallet.

2.6. The **Customer** at any time and without restrictions can use the token received from the **Payer** through payment of the Invoice or perform a withdrawal operation from the wallet (PAY OUT) in the system:

- If the PAY OUT operation is performed in the direction of another token, the **Customer** receives such a token directly from the **Executor**.
- If the PAY OUT operation is performed in the direction of Fiat funds, then the exchange takes place with the involvement of Third Parties in the jurisdiction corresponding to the withdrawal.

2.7. The **Customer** is the beneficiary of all funds that come from buyers through the Customer's website and are displayed in the Customer's account (Personal Account) in the System. Based on the European norms AML5 AML6, each transaction made through Fiat funds must be verified in accordance with the AML / KYC policy, namely, in the Personal Account of the System, scans of the Payer's passport and the Payer's selfie with a passport in hand must be uploaded, as well as the corresponding personal Payer's data. The system provides an opportunity to fill in the data required by law for both the **Customer** and the **Payer**. Responsibility for the availability of the above data lies with the **Customer** and his Payers.

2.8. The parameters for the provision of services in detail, the minimum and maximum volumes of funds received through the Customer's website, the amount of the Executor's remuneration, the frequency of payments (PAY OUT), the minimum and maximum amount of payment and other legal relations of the Parties are set in Annex 1, which is an integral part of this Contract.

3. RIGHTS AND OBLIGATIONS OF THE PARTIES

3.1. The **Customer** has the right:

3.1.1. to accept Payments through Crypto Acquiring only on the Website specified in Annex 1 to this Contract.

3.1.2. to dispose of the token received from the payment of the Invoice at your own discretion and receive payments based on PAY OUT tariffs in accordance with Annex 1 to this Contract.

3.1.3. to contact to the **Executor** only in the ways provided for by this Contract to resolve issues related to its implementation, namely:

- Telephone: **+372.634.64.43**
- Email: support@internetcashbank.com
- Customer service Telegram:
- Customer service Telegram:
- Customer service Telegram:

To indicate the user, the Customer's representative will be obliged to name the Secret Word and answer the questions of the support representative, otherwise the service may be denied.

3.2. The **Customer** is obliged:

3.2.1. to ensure the flow of traffic of Buyers of funds in the volumes and terms specified in Annex No. 1 to this Contract.

3.2.2. to provide the **Executor**, at his request, with complete, correct and reliable information and documents, including those specified in clauses 2.2.-2.3., necessary for the implementation of this Contract, as well as immediately provide any additional requested information and documents.

3.2.3. Without a request from the **Executor**, the **Customer** must immediately notify him in writing of any changes in relation to:

- areas of activity, product range;
- domain name of the Site;
- legal status;
- bank details.

3.2.4. Based on the European norms AML5 AML6, the **Customer** is obliged to ensure the verification of each transaction made through Fiat funds, namely, in accordance with the AML / KYC policy, the following documents and data must be provided:

- scans of the international passport (page with a photo) of the **Payer**;

- a selfie of the **Payer** with a passport (page with a photo);
- in the Personal Account of the System, the relevant personal data on the place of residence of the **Payer** must be filled in.

The following data transfer methods are accepted:

- filling in the data in the Personal Account of the System directly by the **Payer**;
- transfer of relevant data when making a Payment via API from the Customer's Site to the System;
- sending the relevant data to the Executor's mail: support@internetcashbank.com within 24 hours from the date of the transaction.

3.2.5. Do not carry out any operations that contradict the terms of this **Contract**, its Annex or current legislation.

3.2.6. The **Customer** undertakes to keep the details and parameters of this Contract in secret and guarantee the confidentiality of the information received from the **Executor**, in addition, the **Customer** undertakes not to transfer his rights and obligations under the Contract to other persons, to answer for his rights and obligations on his own. The **Customer** guarantees that he/sha does not represent any third parties under this Contract and bears all obligations to his counterparties, creditors, investors, founders, etc. yourself.

3.3. The **Executor** has the right:

3.3.1. to refuse the **Customer** to process any transactions without giving any reason.

3.3.2. to suspend access to the System for the time required to carry out scheduled preventive and restoration work.

3.3.3. to terminate / suspend the implementation of this Contract with the disconnection of the Customer's access to the System in case of violation by the **Customer** of the terms of this Contract described in clause 3.2. Contract or legal requirements.

3.3.4. The **Executor** has the right to engage third parties in order to provide services to the **Customer** for the purchase of the required amount of token for fiat and non-fiat funds in order to provide Crypto acquiring services, namely:

- banks;
- financial companies;
- EMI and PSP companies;
- crypto wallets.

3.3.5. The **Executor** has the right to suspend payments and PAY OUT operations:

- if there is no receipt of funds through the Customer's website for more than three working days without prior approval (violation of clause 3.2.1. Of this Contract) - until the receipt of funds through the Customer's website is restored or for up to 180 days after the last transaction;
- in case of violation of clauses 2.2-2.3. of this Contract until the violation is eliminated.

3.4. The **Executor** is obliged:

3.4.1. to provide the ability to accept payments on the Customer's Website on the terms described in Annex 1 to this Contract by paying the appropriate token issued on the Customer's Website to the **Payer**.

3.4.2. to ensure the ability to purchase the required token for redemption of Invoices, including with the help of Third Parties, in the following ways:

- **Card payments:** VISA, MasterCard, Maestro, MIR, UnionPay, American Express, BinoCARD, others upon request.

- **Bank payments:** SEPA, SWIFT, Ukrainian Hryvnia, Russian Ruble, Direct Bank India, Direct Bank Costa Rica, others upon request.
- **Crypto payments:** Ethereum, Tether (USDT), Bitcoin, BinoCoin, ETKtoken, others upon request.

3.4.3. to provide high quality services and guarantee confidentiality.

3.4.4. to maintain constant communication with the **Customer** by e-mail and other communication channels specified in clause 3.1.3 and respond to the Customer's inquiries no later than 24 hours after the request, not counting weekends and holidays.

4. PAYMENTS

4.1. Payments and commissions that the **Customer** pays for the services provided are set individually and are displayed in Annex 1 to this Contract. The **Customer** accepts all payments, commissions and conditions specified in Annex 1 to the Contract.

4.2. The **Executor** has the right to issue a separate invoice to the **Customer** for the provision of additional services arising in the course of the execution of this Contract in connection with changes in legislation, rules or requirements of controlling, superior or related authorities but necessary for the execution of this Contract, as well as pay additional such costs incurred by the **Executor** in the performance of this Contract, including from the positive balance.

5. RESPONSIBILITY OF THE EXECUTOR

5.1. The **Executor** is not responsible for:

5.1.1. Funds that did not reach the settlement accounts and purses of the **Executor**, blocked, returned to the Payer, including due to:

- actions of third parties, banking and payment institutions etc.;
- actions, activities or inaction of the **Customer**, for example, in the absence of verification of the Payment;
- violation or non-observance of legal norms by the **Customer** when organizing its activities;
- failure to provide services by the **Customer** in relation to the Payer for which he made the Payment;
- revocation of licenses, blocking, bankruptcy, liquidation of financial institutions and other Third Parties involved in accordance with clause 3.3.4. actual Contract.

In all such cases, the Parties act together (provide documents, participate in courts, liquidation processes, etc. as one Party) in accordance with the current situation until it is fully resolved and exclusively in the legal field..

5.1.2. Lost profit or any other type of indirect damage to the **Customer** in the cases described in clause 5.1.1.

5.2. The **Executor** is not responsible for any direct, indirect, incidental, special or punitive damages, including, but not limited to, loss of profits, data, goodwill, business interruptions, any other commercial or non-material damages resulting from:

- use or inability to access and / or use the System;
- unauthorized access to the System in the course of careless storage of keys, access to it, which caused losses to the Customer.

5.3. Under no circumstances, the general responsibility of the **Executor** to the **Customer** when using the System for all losses may not exceed the amounts paid by the **Customer** for the services rendered to the **Executor**, minus the expenses of the **Executor** and possible fines imposed on the **Executor** due to the actions of the **Customer**.

5.4. The responsibility of the **Executor** in accordance with clauses 5.1 and 5.2 can be expanded at the request of the **Customer**, subject to the introduction of an additional deposit, the amount of which is determined personally with the **Customer** and is fixed in a separate Annex to this Contract.

5.5. All claims of the **Customer** to the **Executor** are canceled if the **Customer** has not reported the claim within 5 (FIVE) days from the date of the event.

5.7. The system is provided on *AS IS* and *AS AVAILABLE* basis and as described in all of its sections with all defects and without any additional warranties, express or implied.

6. CUSTOMER RESPONSIBILITIES

6.1. In case of non-compliance by the **Customer** with the conditions provided for in clause 3 of Annex 1 to this Contract, as well as a decrease in the volume of incoming funds, the interest rates offered by the **Executor** are revised and may be changed at the discretion of the **Executor**. The ratio of interest rates is proportional to the percentage of the decrease in the volume of funds, which is regulated in clause 6.2 of Annex 1 to the Contract.

6.2. In case of violation by the **Customer** of the obligations provided for in clauses 3.2.2-3.2.4 of this Contract, the **Customer** shall pay a penalty for each violation in the amount of 100 euros.

6.3. In case of violation by the **Customer** of the obligations provided for in 3.2.5-3.2.6 of this Contract, the **Customer** shall pay a fine for each violation in the amount of 10% of the traffic amount recorded for the last calendar month.

6.4. The Customer bears full responsibility to the **Executor** (recourse liability for damage) if a third party submits claims of a financial nature or any other submissions (claims) for compensation for damage in full, including fines and financial sanctions that are presented in connection with the presence of harm, committed as a result of violation of the terms of this Contract or in connection with improper fulfillment of the terms of the Contract or incorrect behavior of the **Customer** in cases related to the fulfillment of the terms of the Contract and / or cooperation of the **Parties**.

7. DURATION OF THE CONTRACT

7.1. The Contract comes into force from the moment of its signing by both **Parties** and is concluded for an indefinite period.

7.2. The **Executor** has the right to suspend the provision of services to the **Customer** if he / she violates his / her obligations under this Contract. If the Services are suspended, the **Executor** notifies the **Customer** about this within five working days by e-mail of the **Customer**.

7.3. The **Executor** has the right to terminate the Contract if:

7.3.1 becomes aware of significant unfavorable conditions in relation to the **Customer** (for example, inclusion of the **Customer** in the sanction lists etc.);

7.3.2 The **Customer** is in the process of liquidation or becomes insolvent;

7.3.3 at the conclusion of this Contract, the **Customer** provided false information about the Company, its ultimate beneficial owners, the source of financing or the actual business activity of the **Customer**.

7.4. Each of the **Parties** has the right to terminate this Contract by notifying the other **Party** in writing no later than 30 days before the date of the desired termination of the Contract, however, it will remain in effect until full settlement on its terms without changes, regardless of the wishes of the parties, unless other conditions have been signed after a similar desire.

7.5. In the event of a dispute, it must be resolved in accordance with Estonian law in the competent court in Tallinn.

EXECUTOR

InternetCashBank OÜ

Legal address: Harju maakond,
Tallinn, Põhja-Tallinna linnaosa,
Tööstuse tn 48-116, 10416
Registration code: 14788486

Director Vitalii Oleniichuk

CUSTOMER

Legal address:

Director

ANNEX 1

TO CONTRACT № ICB2021-090
ON THE PROVISION OF CRYPTO ACQUIRING SERVICES

Tallinn, Estonia

« ____ » _____ 2021

InternetCashBank OÜ, hereinafter referred to as the «**Executor**» Vitalii Oleniichuk, on the one hand, and

_____, hereinafter referred to as the «**Customer**», represented by _____, collectively referred to as the «**Parties**»:

	PAYMENTS	AMOUNT	TERM
1.	Customer connection to the System	EUR 2000	one-time
2.	Monthly maintenance	EUR 400	until the 3rd day of each month is deducted from traffic.
3.	volume of receipts in the first month (traffic)		the calculation starts with the signing of the Contract and this Annex and after connecting to the Customer's System. A month is equal to 30 calendar days.
4.	Average monthly income starting from the second month of operation (traffic)		
5.	Website subject to Tokenization under MCC code 5061		
6.	Commission for payments (depends on the amount of cash turnover per month)		
6.1	Basic commission applied to the processing of traffic		
6.2	Additional commission applied in case of non-compliance with the traffic plan specified in clauses 3 and 4 of this Annex	1% for each percentage of traffic shortfall	but not more than 25%.
7	Other payments when processing PAY IN traffic		
7.1	Payment fee	EUR 0.3	for each successful payment
7.2	Rejected transaction fee	EUR 0.1	for each rejected transaction

7.3	Refund fee	EUR 2.50	for each refund
7.4	Chargeback fee	EUR 75	Processing fee for each chargeback
7.5	Fee for processing each repeated chargeback	EUR 100	for each processing with the same Payer.
7.6	Rolling reserve	10 %	180 calendar days
7.7	blockchain record of transfer to the Payer's wallet	Equivalent to 5 TRX	at the time of the transaction
7.8	blockchain record of transfer to the Executor's wallet	Equivalent to 5 TRX	at the time of the transaction
7.9	KYC verification of Payer's data	EUR 2	in the absence of data from the Executor
8	Other payments when processing PAY OUT traffic		
8.1	blockchain recording of a transfer from the Executor's wallet	Equivalent to 5 TRX	at the time of the transaction
8.2	Transfer under EU SEPA(1 transfer)	EUR 50	for each transfer
8.3	International transfer (SWIFT transfer) (1 transfer)	EUR 150	for each transfer

EXECUTOR

CUSTOMER

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Legal address:

Director Vitalii Oleniichuk

Director _____