DATE

Month Day Year

PARTIES

1. **White Edge Technology LTD**, a company incorporated in England and Wales (registration number 12557515) having its registered office at **85 Great Portland Street, London, England, W1W 7LT** (the "**Vendor**"); and

2. **XXX** a company incorporated in **XXX**, having its registered office at **XXX** (the "**Client**").

AGREEMENT

1.   Definitions

1.1   In this Agreement:

"**Account**" means an account enabling a person to access and use the Software, including both administrator accounts and user accounts;

"**Agreement**" means this agreement including any Schedules, and any amendments to this Agreement from time to time;

"**AML & KYC Statement**" is a statement made by White Edge Technology LTD in regards to anti-money laundering (AML) and know your customer (KYC) procedures and can be found via the following link: https://www.whiteedgetechnology.com/aml-statement;

"**Business Day**" means any weekday other than a bank or public holiday in England;

"**Business Hours**" means the hours of 09:00 to 17:00 GMT/BST on a Business Day;

"**Charges**" means the following amount:

(a)   the amounts specified in Schedule 2 (Financial Provisions).

"**Client Confidential Information**" means:

(a)   any information disclosed by or on behalf of the Client to the Vendor at any time before the termination of this Agreement (whether disclosed in writing, orally or otherwise) that at the time of disclosure:

   (i)   was marked or described as "confidential"; or

   (ii)   should have been reasonably understood by the Vendor to be confidential; and

"**Client Data**" means all data, works and materials: uploaded to or stored on the Software by the Client; transmitted by the Software at the instigation of the Client; supplied by the Client to the Vendor for uploading to, transmission by or

storage on the Software; or generated by the Software as a result of the use of the Software by the Client (but excluding analytics data relating to the use of the Software and server log files);

"**Client Personal Data**" means any Personal Data, including the personal data of the Client's customers, that is processed by the Vendor on behalf of the Client in relation to this Agreement;

"**Data Protection Laws**" means all applicable laws relating to the processing of Personal Data including, while it is in force and applicable to Client Personal Data, the General Data Protection Regulation (Regulation (EU) 2016/679)];

"**Effective Date**" means the date of execution of this Agreement;

"**Force Majeure Event**" means an event, or a series of related events, that is outside the reasonable control of the party affected (including failures of the internet or any public telecommunications network, hacker attacks, denial of service attacks, virus or other malicious software attacks or infections, power failures, industrial disputes affecting any third party, changes to the law, disasters, explosions, fires, floods, riots, terrorist attacks and wars);

"**Intellectual Property Rights**" means all intellectual property rights wherever in the world, whether registrable or unregistrable, registered or unregistered, including any application or right of application for such rights (and these "intellectual property rights" include copyright and related rights, database rights, confidential information, trade secrets, know-how, business names, trade names, trademarks, service marks, passing off rights, unfair competition rights, patents, petty patents, utility models, semi-conductor topography rights and rights in designs);

"**Maintenance Services**" means the general maintenance of the Software, and the application of Updates and Upgrades;

"**Mobile App**" means any mobile native or web application which is or will be made available by the Vendor through the *Google Play Store*, the *Apple App Store and/or web browser*;

"**Personal Data**" has the meaning given to it in the Data Protection Laws applicable in the United Kingdom, Europe and other jurisdictions from time to time;

"**Schedule**" means any schedule attached to the main body of this Agreement;

"**Services**" means any services that the Vendor provides to the Client, or has an obligation to provide to the Client, under this Agreement;

"**Software**" means all WhiteEdge® proprietary software on the WhiteEgde® Kiosks and other kiosk or ATM models if applicable (see Schedule 1.2 (Compatibility)) and the WhiteEdge Admin™, also known as admin portal, accessible via web browser which is used to control and manage the kiosks. This will be made available by the Vendor to the Client as a service via the internet in accordance with this Agreement;

"**Software Specification**" means the specification for the Software set out in Schedule 1 (Software particulars);

"**Software Defect**" means a defect, error or bug in the Software having a material adverse effect on the appearance, operation, functionality or performance of the Software, but excluding any defect, error or bug caused by or arising as a result of:

(a)   any act or omission of the Client or any person authorised by the Client to use the Software;

(b)   any use of the Software contrary to the Documentation, whether by the Client or by any person authorised by the Client;

(c)   a failure of the Client to perform or observe any of its obligations in this Agreement; and/or

(d)   an incompatibility between the Software and any other system, network, application, program, hardware or software not specified as compatible in the Software Specification;

"**Support Services**" means support in relation to the use of, and the identification and resolution of errors in, the Software, but shall not include the provision of training services;

"**Supported Web Browser**" means the current release from time to time of Microsoft Edge, Mozilla Firefox, Google Chrome or Apple Safari, or any other web browser that can support the Software;

"**Term**" means the term of this Agreement, commencing in accordance with Clause 3.1 and ending in accordance with Clause 3.2;

"**Update**" means a hotfix, patch or minor version update to any Software; and

"**Upgrade**" means a major version upgrade of any Software.

3.   Term

3.1   This Agreement shall come into force upon the Effective Date.

3.2   This Agreement shall continue in force indefinitely, subject to termination in accordance with Clause 18 or any other provision of this Agreement.

4.   Software

4.1   The Vendor shall enable the Client to create an Account for the WhiteEdge Admin™ on or promptly following the Effective Date.

4.2   The Vendor hereby grants to the Client a worldwide, non-exclusive license to use the Software by means of WhiteEdge® kiosks and Web Browser in accordance with the terms outlined herein.

4.3 The license granted by the Vendor to the Client under Clause 4.2 is subject to the following limitations:

(a) the Software may only be used by the officers, employees, agents and subcontractors of the Client;

4.4 Except to the extent expressly permitted in this Agreement or required by law on a non-excludable basis, the licence granted by the Vendor to the Client under Clause 4.2 is subject to the following prohibitions:

(a) the Client must not sub-license its right to access and use the Software;

(b) the Client must take reasonable precautions to not allow any unauthorised person to access or use the Software;

(c) the Client must not attempt any form of backward recompilation/reverse engineering or attempt to identify the Software source code or make alterations to it;

(d) the Client must not copy or recreate identical Software which is in breach of copy right laws;

(e) the Client must not conduct or request that any other person conduct any load testing or penetration testing on the Software without the prior written consent of the Vendor.

4.5 The Client shall use reasonable endeavours, including reasonable security measures relating to the administrator account access details, to ensure that no unauthorised person may gain access to the Software.

4.6 The Vendor shall use all reasonable endeavours to maintain the availability of the Software to the Client and guarantees a 99.99% up time.

4.7 For the avoidance of doubt, downtime caused directly or indirectly by any of the following shall not be considered a breach of this Agreement:

(a) a Force Majeure Event;

(b) a fault or failure of the internet or any public telecommunications network;

(c) a fault or failure of the Client's computer systems or networks;

(d) a fault or failure by third parties used to make available the software to the Client such as, but not limited to, cloud servers (AWS, Digital Ocean etc.);

(e) any breach by the Client of this Agreement; or

(f) scheduled maintenance carried out in accordance with this Agreement.

4.8 The Client and all persons using the Software with the authority of the Client or by means of an administrator Account, must comply with Schedule 3 (Acceptable Use Policy) and acknowledge and understand the AML & KYC Statement.

4.9   The Client must not use the Software in any way that causes, or may cause, damage to the Software or impairment of the availability or accessibility of the Software.

4.10   The Client must not use the Software:

    (a)   in any way that is unlawful, illegal, fraudulent or harmful; or

    (b)   in connection with any unlawful, illegal, fraudulent or harmful purpose or activity.

4.11   For the avoidance of doubt, the Client has no right to access the Software code (including object code, intermediate code and source code) of the Software, either during or after the Term.

4.12   The Vendor may suspend the provision of the Software if any charges due to be paid by the Client to the Vendor outlined under section 10 of this Agreement are overdue, and the Vendor has given to the Client at least 7 days written notice, following the amount becoming overdue, of its intention to suspend the Software on this basis.

4.13   The territorial scope of the license is not limited. Considering the time scope, the License is granted for the entire duration of the economic copyright to the Software.

4.14   Upon the death of the Licensee - if a natural person, or upon the dissolution of the Licensee - if a legal person, the rights and obligations under the License Agreement shall pass on to his/its successor.

5.   Maintenance Services

5.1   The Vendor shall provide the Maintenance Services to the Client during the Term.

5.2   The Vendor shall, where practicable, give to the Client at least 7 Business Days prior written notice of scheduled Maintenance Services that are likely to affect the availability of the Software during Business Hours or are likely to have a material negative impact upon the Software, without prejudice to the Vendor's other notice obligations under this main body of this Agreement.

5.3.   The Vendor caps each scheduled maintenance downtime at a maximum of 10 hours per month.

5.4   In the event that downtime due to a scheduled maintenance is likely to exceed 2 hours, the Vendor will need expressed permission from the Client beforehand.

5.5.   The Vendor will ensure that any maintenance services, including those that may affect the availability of the software or are likely to have a material negative impact upon the software (including down times) are performed outside core business hours, namely between the hours of 22:00 and 07:00 Central Standard Time.

5.6   The Vendor shall give to the Client at least 3 Business Days prior written notice of the application of an Upgrade to the Software.

5.7   The Vendor shall provide the Maintenance Services in accordance with the standards of skill and care reasonably expected from a leading service Vendor in the Vendor's industry.

5.8   The Vendor may suspend the provision of the Maintenance Services if any amount due to be paid by the Client to the Vendor under this Agreement is overdue, and the Vendor has given to the Client at least 7 days written notice, following the amount becoming overdue, of its intention to suspend the Maintenance Services on this basis.

6.   Support Services

6.1   The Vendor shall provide the Support Services to the Client during the Term.

6.2   The Vendor shall make available to the Client a helpdesk in accordance with the provisions of this main body of this Agreement.

6.3   The Vendor shall provide the Support Services in accordance with the standards of skill and care reasonably expected from a leading service Vendor in the Vendor's industry.

6.4   The Client may use the helpdesk for the purposes of requesting and, where applicable, receiving the Support Services; and the Client must not use the helpdesk for any other purpose.

6.5   The Vendor shall respond promptly to all requests for Support Services made by the Client through the helpdesk. The service level agreement for E-Mail responses is 48h and phone support is available on weekdays during the Hours 9:00 – 18:30 CET.

6.6   The Vendor may suspend the provision of the Support Services if any amount due to be paid by the Client to the Vendor under this Agreement is overdue, and the Vendor has given to the Client at least 7 days written notice, following the amount becoming overdue, of its intention to suspend the Support Services on this basis.

7.   Client Data

7.1   The Client hereby grants to the Vendor a non-exclusive license to copy, reproduce, store, distribute, publish, export, adapt, edit and translate the Client Data to the extent reasonably required for the performance of the Vendor's obligations and the exercise of the Vendor's rights under this Agreement. The Client also grants to the Vendor the right to sub-license these rights to its hosting, electronic identity and address verification, AML (anti-money laundering) and ATF (anti-terrorist financing) screening, connectivity, and telecommunications service Vendors (see Appendix 1 – Use of third-party services), subject to any express restrictions elsewhere in this Agreement.

7.2 The Client Data when used by the Vendor in accordance with this Agreement, will not infringe the Intellectual Property Rights or other legal rights of any person, and will not breach the provisions of any law, statute or regulation including GDPR, in jurisdictions of England & Wales and EU member states.

8. Mobile App

8.1 The parties acknowledge and agree that in regards to the use of any Mobile App the Vendor may release in the future which may be associated to or used in combination with the herein specified Software, the parties' respective rights and obligations and any liabilities of either party arising out of the use of the Mobile App shall be subject to the same terms and conditions, and accordingly this Agreement shall govern any such use, rights, obligations or liabilities.

9. No assignment of Intellectual Property Rights

9.1 Nothing in this Agreement shall operate to assign or transfer any Intellectual Property Rights from the Vendor to the Client, or from the Client to the Vendor.

10. Charges

10.1 The Client shall pay the Charges to the Vendor in accordance with Schedule 2 (Financial Provisions) of this Agreement.

10.2 If the Charges are based in whole or part upon the time spent by the Vendor performing the Services, the Vendor must obtain the Client's written consent prior to performing these Services, otherwise the Client shall not be liable to pay to the Vendor any Charges in respect of Services performed in breach of this Clause 10.2.

10.3 All amounts stated in or in relation to this Agreement are, unless the context requires otherwise, stated exclusive of any applicable value added taxes, import duties, sales taxes, which may (if applicable) or may not be added to those amounts and payable by the Client to the Vendor.

10.4 Providing the Client's local currency is EUR, USD or GBP, all charges will be billed in the Client's local currency. If the Client's local currency is not EUR, USD or GBP, all charges will be billed in USD unless expressly agreed by both parties to be otherwise.

10.5 For fiat-to-fiat currency conversions, www.xe.com will be used to determine exchange rate. For fiat-to-cryptocurrencies (and vice versa), www.binance.com will be used to determine the exchange rate. All exchange rates will be rounded to the 2nd decimal.

11. Payments

11.1 If not automatically generated in the Client's WhiteEdge Admin™, the Vendor shall issue monthly invoices via e-mail for the Charges in the preceding month.

11.2 The Client must pay the Charges to the Vendor within 7 days following the issue of an invoice in accordance with this Clause 11.

11.3 The Client must pay the Charges by debit card, credit card, direct debit, bank transfer or Cryptocurrency.

11.4 If the Client does not pay the full amount due to the Vendor under this Agreement, the Vendor may:

(a) charge the Client additionally $10 per day the Client is in arrears up to a maximum of $10,000.00;

(b) class this as a material breach of this agreement and terminate this agreement;

(c) seek legal enforcement to recover all accumulated debts from the Client in relation to this agreement.

12. Vendor's confidentiality obligations

12.1 The Vendor must:

(a) keep the Client Confidential Information strictly confidential;

(b) not disclose the Client Confidential Information to any person without the Client's prior written consent, and then only under conditions of confidentiality;

(c) use the same degree of care to protect the confidentiality of the Client Confidential Information as the Vendor uses to protect the Vendor's own confidential information of a similar nature, being at least a reasonable degree of care;

(d) act in good faith at all times in relation to the Client Confidential Information; and

(e) not use any of the Client Confidential Information for any purpose other than for the fulfilment of its obligations towards to Client in this agreement to the highest standard.

12.2 Notwithstanding Clause 12.1, the Vendor may disclose the Client Confidential Information to the Vendor's officers, employees, professional advisers, insurers, agents, service providers and subcontractors (see Appendix 1 – User of third party services) , who have a need to access the Client Confidential Information for the performance of their work with respect to this Agreement and who are bound by a written agreement or professional obligation to protect the confidentiality of the Client Confidential Information (see Appendix 2 - Dataflow).

12.3 This Clause 12 imposes no obligations upon the Vendor with respect to Client Confidential Information that:

(a) is known to the Vendor before disclosure under this Agreement and is not subject to any other obligation of confidentiality;

(b) is or becomes publicly known through no act or default of the Vendor; or

(c)   is obtained by the Vendor from a third party in circumstances where the Vendor has no reason to believe that there has been a breach of an obligation of confidentiality.

12.4   The provisions of this Clause 12 shall continue in force indefinitely following the termination of this Agreement.

13.   Data protection

13.1   The Vendor shall comply with the Data Protection Laws, including the EU's GDPR directive, with respect to the processing of the Client Personal Data.

13.2   The Client warrants to the Vendor that it has the legal right to disclose all Personal Data which it will in fact disclose to the Vendor under or in connection with this Agreement.

13.3   The Vendor shall cease processing any new Client Personal Data from the Client during after the Term and for not more than 90 days following the end of the Term, subject to the other provisions of this Clause 13.

13.4   Should the Vendor wish to process the Client Personal Data, other than for the purpose of fulfilling its obligations under this agreement, it may only be done so on the documented instructions of the Client (including with regard to transfers of the Client Personal Data to any place outside the European Economic Area), as set out in this Agreement or any other document agreed by the parties in writing.

13.5   The Vendor shall promptly inform the Client if, in the opinion of the Vendor, an instruction of the Client relating to the processing of the Client Personal Data infringes the Data Protection Laws.

13.6   Notwithstanding any other provision of this Agreement, the Vendor may process the Client Personal Data if and to the extent that the Vendor is required to do so by applicable law. In such a case, the Vendor shall inform the Client of the legal requirement before processing, unless that law prohibits such information on important grounds of public interest.

13.7   The Vendor shall ensure that persons authorised to process the Client Personal Data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality.

13.8   The Vendor and the Client shall each implement appropriate technical and organisational measures to ensure an appropriate level of security for the Client Personal Data.

13.9   The Vendor shall, insofar as possible and taking into account the nature of the processing, take appropriate technical and organisational measures to assist the Client with the fulfilment of the Client's obligation to respond to requests exercising a data subject's rights under the Data Protection Laws.

13.10   The Vendor shall report any Personal Data breach relating to the Client Personal Data to the Client within 24 hours following the Vendor becoming aware of the breach.

14. Warranties

14.1 The Vendor warrants to the Client that:

(a) the Vendor has the legal right and authority to enter into this Agreement and to perform its obligations under this Agreement;

(b) the Vendor will comply with all applicable legal and regulatory requirements applying to the exercise of the Vendor's rights and the fulfilment of the Vendor's obligations under this Agreement; and

(c) the Vendor has or has access to all necessary know-how, expertise and experience to perform its obligations under this Agreement.

(d) the Software will conform in all respects with the Software Specification;

(e) the Software will be free from serious Software Defects;

(f) the application of Updates and Upgrades to the Software by the Vendor will not introduce any Software Defects into the Software;

(g) the Software will be free from viruses, worms, Trojan horses, ransomware, spyware, adware and other malicious software programs; and

(h) the Software will incorporate security features reflecting the requirements of good industry practice.

(i) The Vendor warrants to the Client that the Software, when used by the Client in accordance with this Agreement, will not breach any laws, statutes or regulations applicable under English law.

(j) The Vendor warrants to the client that the Software is wholly owned by the Vendor.

(k) The Vendor warrants to the Client that the Software, when used by the Client in accordance with this Agreement, will not infringe the Intellectual Property Rights of any person in any jurisdiction and under any applicable law.

14.2 If the Vendor reasonably determines, or any third party alleges, that the use of the Software by the Client in accordance with this Agreement infringes any person's Intellectual Property Rights, the Vendor may at its own cost and expense:

(a) modify the Software in such a way that they no longer infringe the relevant Intellectual Property Rights; or

(b) procure for the Client the right to use the Software in accordance with this Agreement.

14.3 The Client warrants to the Vendor that it has the legal right and authority to enter into this Agreement and to perform its obligations under this Agreement.

14.4 All of the parties' warranties and representations in respect of the subject matter of this Agreement are expressly set out in this Agreement. To the maximum extent

permitted by applicable law, no other warranties or representations concerning the subject matter of this Agreement will be implied into this Agreement or any related contract.

15. Acknowledgements and warranty limitations

15.1 The Client acknowledges that complex software is never wholly free from defects, errors and bugs; and subject to the other provisions of this Agreement, the Vendor gives no warranty or representation that the Software will be wholly free from defects, errors and bugs.

15.2 The Client acknowledges that complex software is never entirely free from security vulnerabilities; and subject to the other provisions of this Agreement, the Vendor gives no warranty or representation that the Software will be entirely secure.

15.3 The Client acknowledges that the Software is designed to be compatible only with hardware and those systems specified as compatible in the Schedule 1.2 (Software Particulars); and the Vendor does not warrant or represent that the Software will be compatible with any other software or systems.

15.4 The Client acknowledges that the Vendor will not provide any legal, financial, accountancy or taxation advice under this Agreement or in relation to the Software; and, except to the extent expressly provided otherwise in this Agreement, the Vendor does not warrant or represent that the Software or the use of the Software by the Client will not give rise to any legal liability on the part of the Client or any other person.

16. Limitations and exclusions of liability

16.1 Nothing in this Agreement will:

(a) limit or exclude any liability for death or personal injury resulting from negligence;

(b) limit or exclude any liability for fraud or fraudulent misrepresentation;

(c) limit any liabilities in any way that is not permitted under applicable law; or

(d) exclude any liabilities that may not be excluded under applicable law.

16.2 The limitations and exclusions of liability set out in this Clause 16 and elsewhere in this Agreement:

(a) are subject to Clause 16.1; and

(b) govern all liabilities arising under this Agreement or relating to the subject matter of this Agreement, including liabilities arising in contract, in tort (including negligence) and for breach of statutory duty, except to the extent expressly provided otherwise in this Agreement.

16.3 The Vendor shall not be liable to the Client in respect of any losses arising out of a Force Majeure Event.

16.4 The Vendor shall not be liable to the Client in respect of any loss of profits or anticipated savings arising out of a force majeure event.

16.5 The Vendor shall not be liable to the Client in respect of any loss of revenue or income arising out of a force majeure event.

16.6 The Vendor shall not be liable to the Client in respect of any loss of use or production arising out of a force majeure event.

16.7 The Vendor shall not be liable to the Client in respect of any loss of business, contracts or opportunities arising out of a force majeure event.

16.8 The Vendor shall not be liable to the Client in respect of any loss or corruption of any data, database or software arising out of a force majeure event;

16.9 The Vendor shall not be liable to the Client in respect of any special, indirect or consequential loss or damage arising out of a force majeure event.

16.10 The liability of Vendor to the Client under this Agreement in respect of any event or series of related events shall not exceed:

(a)   *$20,000.00*

17.   Force Majeure Event

17.1 If a Force Majeure Event gives rise to a failure or delay in either party performing any obligation under this Agreement (other than any obligation to make a payment), that obligation will be suspended for the duration of the Force Majeure Event.

17.2 A party that becomes aware of a Force Majeure Event which gives rise to, or which is likely to give rise to, any failure or delay in that party performing any obligation under this Agreement, must:

(a)   promptly notify the other; and

(b)   inform the other of the period for which it is estimated that such failure or delay will continue.

17.3 A party whose performance of its obligations under this Agreement is affected by a Force Majeure Event must take reasonable steps to mitigate the effects of the Force Majeure Event.

18.   Termination

18.1 Either party may terminate this Agreement by giving to the other party at least 30 days written notice of termination.

18.2 Either party may terminate this Agreement immediately by giving written notice of termination to the other party if the other party commits a material breach of this Agreement.

18.3 Either party may terminate this Agreement immediately by giving written notice of termination to the other party if:

(a)   the other party:

    (i)   is dissolved;

    (ii)   ceases to conduct all (or substantially all) of its business;

    (iii)   is or becomes unable to pay its debts as they fall due;

    (iv)   is or becomes insolvent or is declared insolvent; or

    (v)   convenes a meeting or makes or proposes to make any arrangement or composition with its creditors;

(b)   an administrator, administrative receiver, liquidator, receiver, trustee, manager or similar is appointed over any of the assets of the other party;

(c)   an order is made for the winding up of the other party, or the other party passes a resolution for its winding up (other than for the purpose of a solvent company reorganisation where the resulting entity will assume all the obligations of the other party under this Agreement); or

(d)   if that other party is an individual:

    (i)   that other party dies;

    (ii)   as a result of illness or incapacity, that other party becomes incapable of managing his or her own affairs; or

    (iii)   that other party is the subject of a bankruptcy petition or order.

19.   Effects of termination

19.1   Upon the termination of this Agreement, all of the provisions of this Agreement shall cease to have effect, save that the following provisions of this Agreement shall survive and continue to have effect (in accordance with their express terms or otherwise indefinitely): Clauses 1, 4.11, 8, 11.4, 12, 13.1, 13.3, 13.4, 13.5, 13.6, 13.7, 13.8, 13.9, 13.10, 16, 19, 22 and 23.

19.2   Except to the extent that this Agreement expressly provides otherwise, the termination of this Agreement shall not affect the accrued rights of either party.

19.3   Within 30 days following the termination of this Agreement for any reason:

(a)   the Client must pay to the Vendor any Charges in respect of Services provided to the Client before the termination of this Agreement; and

(b)   the Vendor must refund to the Client any Charges paid by the Client to the Vendor in respect of Services that were to be provided to the Client after the termination of this Agreement,

without prejudice to the parties' other legal rights.

20.   Notices

20.1 Any notice from one party to the other party under this Agreement must be given by one of the following methods (using the relevant contact details set out in Clause 20.2:

    (a) delivered personally or sent by courier, in which case the notice shall be deemed to be received upon delivery; or

    (b) sent by recorded signed-for post in which case the notice shall be deemed to be received 2 Business Days following posting,

    (c) sent via e-mail or WhatsApp text message in which case the notice shall be deemed to be received upon delivery.

providing that, if the stated time of deemed receipt is not within Business Hours, then the time of deemed receipt shall be when Business Hours next begin after the stated time.

20.2 The Vendor's contact details for notices under this Clause 20 are as follows:

(a) Correspondence and registered address (letters only): 85 Great Portland Street, London, England, W1W 7LT

(b) Item delivery address (goods only): Flat 76 Doddington Grove, SE17 3SY London United Kingdom

(c) Customer service E-Mail address: hello@whiteedgetechnology.com

(d) Customer service landline number: +44 1223 7509 92

(e) Account manager:

    Name: Marvin Mobio

    Contact number: +44(0)7749059641

    E-Mail: mobio@whiteedgetechnology.com

20.3 The addressee and contact details set out in Clause 20.2 may be updated from time to time by a party giving written notice of the update to the other party in accordance with this Clause 20.

21. Subcontracting

21.1 Subject to any express restrictions elsewhere in this Agreement, the Vendor may subcontract any of its obligations under this Agreement.

21.2 The Vendor shall remain responsible to the Client for the performance of any subcontracted obligations.

21.3 Notwithstanding the provisions of this Clause 21 but subject to any other provision of this Agreement, the Client acknowledges and agrees that the Vendor may subcontract to any reputable third-party hosting business the hosting of the Software and the provision of services in relation to the support and maintenance of elements of the Software.

22. General

22.1 No breach of any provision of this Agreement shall be waived except with the express written consent of the party not in breach.

22.2 If any provision of this Agreement is determined by any court or other competent authority to be unlawful and/or unenforceable, the other provisions of this Agreement will continue in effect. If any unlawful and/or unenforceable provision would be lawful or enforceable if part of it were deleted, that part will be deemed to be deleted, and the rest of the provision will continue in effect (unless that would contradict the clear intention of the parties, in which case the entirety of the relevant provision will be deemed to be deleted).

22.3 This Agreement may not be varied except by a written document signed by or on behalf of each of the parties.

22.4 Neither party may without the prior written consent of the other party assign, transfer, charge, license or otherwise deal in or dispose of any contractual rights or obligations under this Agreement.

22.5 This Agreement is made for the benefit of the parties, and is not intended to benefit any third party or be enforceable by any third party. The rights of the parties to terminate, rescind, or agree any amendment, waiver, variation or settlement under or relating to this Agreement are not subject to the consent of any third party.

22.6 Subject to Clause 16.1, this Agreement shall constitute the entire agreement between the parties in relation to the subject matter of this Agreement, and shall supersede all previous agreements, arrangements and understandings between the parties in respect of that subject matter.

22.7 This Agreement shall be governed by and construed in accordance with English law.

22.8 The courts of England shall have exclusive jurisdiction to adjudicate any dispute arising under or in connection with this Agreement.

23. Interpretation

23.1 In this Agreement, a reference to a statute or statutory provision includes a reference to:

(a) that statute or statutory provision as modified, consolidated and/or re-enacted from time to time; and

(b) any subordinate legislation made under that statute or statutory provision.

23.2 The Clause headings do not affect the interpretation of this Agreement.

23.3 References in this Agreement to "calendar months" are to the 12 named periods (January, February and so on) into which a year is divided.

23.4 In this Agreement, general words shall not be given a restrictive interpretation by reason of being preceded or followed by words indicating a particular class of acts, matters or things.

EXECUTION

The parties have indicated their acceptance of this Agreement by executing it below.

SIGNED BY Sean Mobio on [.....18/02/21....], duly authorised for and on behalf of the Vendor:

....

SIGNED BY [*[individual name]* on [...............], duly authorised for and on behalf of the Client]:

....

SCHEDULE 1 (SOFTWARE PARTICULARS)

1.   Specification of Software

There are two parts to the software:

- *The software that runs on the kiosks which the retail customer interacts with in order to purchase or sell crypto from/to the Client;*

- *The software that runs on a web browser (in the future possibly also mobile app) which the Client uses to administer and control the kiosks.*

1.2 Compatibility

As of the date of this agreement, the Software is compatible only with:

- *WhiteEdge™ digital vending kiosks running on Android OS, using an ITL cash acceptor/recycler. All for updated information of compatible hardware, please see www.whiteedgetechnology.com*

SCHEDULE 2 (FINANCIAL PROVISIONS)

1. Monthly Charges

The vendor will charge 1 month in arrears by means of monthly autogenerated invoice, 0.25% of the Client's cumulative turnover of the preceding month.

Turnover is defined as follows:

- *Acceptor: Cash that has entered the cash box*

- *Recycler/Dispenser (if applicable): Cash that has left the dispenser/recycler*

- *Card transactions (if applicable): Amount debited/credited to/from a customer in exchange for crypto.*

- *Vouchers: The value of the voucher used to make a crypto purchase/sell*

1.2 Changes to these Charges

- *The charges outlined in this Schedule 2 are subject to bi-annual review by the Vendor.*

- *The Vendor reserves the right to increase or decrease these charges as seen fit.*

- *Should the charges be increased, the increase may not be more than 50% within 12 months of the previous increase.*

- *Should the vendor increase or decrease these charges as per above section 2.1.1, written notice thereof has to be provided to the Client 90 days prior to the new charges taking effect.*

2. Bespoke requests and projects

The Client may wish to request of the Vendor extra services such as but not limited to:

- *Software modifications, customisations, enhancements, bespoke integrations with the Client's or third-party software;*

- *Hardware modifications, customisations, enhancements and/or other changes;*

- *Consulting services, advisory services and/or accounting services;*

Any such services will be covered by a separate agreement and is not within the scope of this agreement.

SCHEDULE 3 (ACCEPTABLE USE POLICY)

1.   Introduction

1.1   This acceptable use policy (the "**Policy**") sets out the rules governing:

(a)   the use of Software, any associated websites, web applications, native apps and the services available on those platforms or any successor platforms (the "**Services**"); and

(b)   the transmission, storage and processing of content by you, or by any person on your behalf, using the Services ("**Content**").

1.2   References in this Policy to "you" are to any Client for the Services and any individual user of the Services (and "your" should be construed accordingly); and references in this Policy to "us" are to the Vendor (and "we" and "our" should be construed accordingly).

1.3   By using the Services, you agree to the rules set out in this Policy.

1.4   We will ask for your express agreement to the terms of this Policy before you upload or submit any Content or otherwise use the Services.

1.5   You must be at least 16 years of age to use the Services; and by using the Services, you warrant and represent to us that you are at least 16 years of age.

2.   General usage rules

2.1   You must not use the Services in any way that causes, or may cause, damage to the Services or impairment of the availability or accessibility of the Services.

2.2   You must not use the Services:

(a)   in any way that is unlawful, illegal, fraudulent, deceptive or harmful; or

(b)   in connection with any unlawful, illegal, fraudulent, deceptive or harmful purpose or activity.

2.3   You must ensure that all Content complies with the provisions of this Policy.

3.   Unlawful Content

3.1   Content must not be illegal or unlawful, must not infringe any person's legal rights, and must not be capable of giving rise to legal action against any person (in each case in any jurisdiction and under any applicable law).

3.2   Content and the use of Content by us in any manner licensed or otherwise authorised by you, must not:

(a)   be libellous or maliciously false;

(b)   be obscene or indecent;

(c)   infringe any copyright, moral right, database right, trade mark right, design right, right in passing off, or other intellectual property right;

(d) infringe any right of confidence, right of privacy or right under data protection legislation;

(e) constitute negligent advice or contain any negligent statement;

(f) constitute an incitement to commit a crime, instructions for the commission of a crime or the promotion of criminal activity;

(g) be in contempt of any court, or in breach of any court order;

(h) constitute a breach of racial or religious hatred or discrimination legislation;

(i) be blasphemous;

(j) constitute a breach of official secrets legislation; or

(k) constitute a breach of any contractual obligation owed to any person.

3.3 You must ensure that Content is not and has never been the subject of any threatened or actual legal proceedings or other similar complaint.

4. Graphic material

4.1 Content must be appropriate for all persons who have access to or are likely to access the Content in question, and in particular for children over 12 years of age.

4.2 Content must not depict violence in an explicit, graphic or gratuitous manner.

4.3 Content must not be pornographic or sexually explicit.

5. Factual accuracy

5.1 Content must not be untrue, false, inaccurate or misleading.

5.2 Statements of fact contained in Content and relating to persons (legal or natural) must be true; and statements of opinion contained in Content and relating to persons (legal or natural) must be reasonable, be honestly held and indicate the basis of the opinion.

6. Negligent advice

6.1 Content must not consist of or contain any advice, instructions or other information that may be acted upon and could, if acted upon, cause death, illness or personal injury, damage to property, or any other loss or damage.

7. Etiquette

7.1 Content must be appropriate, civil and tasteful, and accord with generally accepted standards of etiquette and behaviour on the internet.

7.2 Content must not be offensive, deceptive, threatening, abusive, harassing, menacing, hateful, discriminatory or inflammatory.

7.3 Content must not be liable to cause annoyance, inconvenience or needless anxiety.

7.4   You must not use the Services to send any hostile communication or any communication intended to insult, including such communications directed at a particular person or group of people.

7.5   You must not use the Services for the purpose of deliberately upsetting or offending others.

8.   Marketing and spam

8.1   Content must not constitute or contain spam, and you must not use the Services to store or transmit spam - which for these purposes shall include all unlawful marketing communications and unsolicited commercial communications.

8.2   You must not send any spam to any person using any email address or other contact details made available through the Services or that you find using the Services.

8.3   You must not use the Services to promote, host or operate any chain letters, Ponzi schemes, pyramid schemes, matrix programs, multi-level marketing schemes, "get rich quick" schemes or similar letters, schemes or programs.

8.4   You must not use the Services in any way which is liable to result in the blacklisting of any of our IP addresses.

9.   Regulated businesses

9.1   You must not use the Services for any purpose relating to gambling, gaming, betting, lotteries, sweepstakes, adult entertainment, prize competitions or any gambling-related activity, the offering for sale/sale or distribution of knives, guns or other weapons unless you are authorized to do so in your jurisdiction.

10.   Monitoring

10.1 You acknowledge that we may actively monitor the Content and the use of the Services.

11.   Data mining

11.1 You must not conduct any systematic or automated data scraping, data mining, data extraction or data harvesting, or other systematic or automated data collection activity, by means of or in relation to the Services.

12.   Harmful Services

12.1 The Content must not contain or consist of, and you must not promote, distribute or execute by means of the Services, any viruses, worms, spyware, adware or other harmful or malicious Services, programs, routines, applications or technologies.

12.2 The Content must not contain or consist of, and you must not promote, distribute or execute by means of the Services, any Services, programs, routines, applications or technologies that will or may have a material negative effect upon the performance of a computer or introduce material security risks to a computer.

Schedule 4 (Data processing information)

4.1. Categories of data subject

- *Customers using the Client's Kiosks*

- *The Client's own personal data*

- *Any officers, employees or contractors accessing the Software*

4.2. Types of Personal Data

- *Personal Information*

- *Bank details*

- *Identity Documents*

- *Biometric data of people using the Client's kiosks*

4.3. Purposes of processing

- *To share with third parties (see appendix 1- Use of third-party services) for a list of third parties processing Client in relation to KYC and AML screening*

- *For continuous software improvement*

4.4. Security measures for Personal Data

- *Only shared with trusted third parties;*

- *Audit trail of when data is accessed;*

- *Using industry standard and reputable third-party cloud storage, Identity verification partners, hosting and server services*
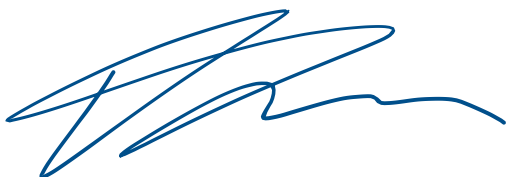
Appendix 1 – Use of third-party services

17ᵗʰ February 2021

To whom it may concern,

I, Sean Mobio CGMA currently acting as the Finance Director of White Edge Technology LTD, formally confirm hereby that our software solutions integrate and/or makes use of the services of third parties, including but not limited to:

- **Trulioo Information Services Inc.** – For the purpose of KYC verification and AML screening;

- **DigitalOcean, Inc.-** For the purpose of server hosting (European Server);

- **CipherTrace, Inc.** – For the purpose of crypto wallet screening;

- **Twilio inc.** – For the purpose of programmatically making and receiving phone calls, sending and receiving text messages;

- **1&1 IONOS Inc.**- For the purpose of domain registration, SSL certificates, email services;

- **Mailjet inc.**- For the purpose of e-mail notifications to client and end customer;

- **Blockcypher inc.** – For the purpose of crypto transaction analytics.

Disclaimer: This information is true as of February 17ᵗʰ 2021. As our software and hardware solutions are continuously improved, the information may change in the future.

Sean Mobio, CGMA
Co-Founder & Finance Director
Tel: +447763828902
LinkedIn: Sean Mobio
E-Mail: mobio@whiteedgetechnology.com
2020 All Rights Reserved - White Edge Technology LTD®- Company No. 12557515
First Floor 85 Great Portland Street, London W1W 7LT United Kingdom

"Smart retail solutions, with an edge"

Appendix 2 – Dataflow