

Appendix ./1

TERMS AND CONDITIONS OF LICENCE for the Salamantex GmbH "Crypto Payment Service" software

1. Subject of the Contract

1.1 The subject of the contract is the "Crypto Payment Service" software developed by Salamantex GmbH ("**Salamantex**"), including all patches, updates, supplementary programs and documentation provided as set out in the specifications and product description for the software in Appendix ./1/A (hereinafter referred to collectively as the "**software**").

1.2 The source code does not form part of the contract.

1.3 The client, as a licensee ("**licensee**") of Salamantex and in accordance with these license terms and conditions, is entitled to use the software in return for payment by the due date of the fees and charges listed in the purchase order (hereinafter referred to as the "**order**") placed by the licensee.

1.4 The licensee may view the technical equipment/set-up required in Appendix ./1/B on the Salamantex website.

1.5 Software maintenance is not covered by this contract.

1.6 Any sale of cryptocurrency to Salamantex initiated by the software shall be solely on the terms of the General Terms & Conditions of Contract for the Purchase of Cryptocurrencies using the Salamantex GmbH "Crypto Payment Service" software formed between Salamantex and the licensee.

2. Rights of use

2.1 Salamantex grants the licensee the personal, non-exclusive and non-transferable right to use the software within the scope defined in the overall contract with Salamantex (permission to use copyrighted works).

2.2 All other rights to the software, in particular any rights of ownership or copyright as well as any other intellectual property rights, are held in their totality by Salamantex.

2.3 The licensee is not entitled, in particular, (i) to confer sublicences for the software or to make the software available to third parties in some other way, or (ii) to duplicate and/or modify the software or parts thereof. The rights defined in section 40 Copyright Act (UrhG) remain unaffected.

3. Use period, termination

3.1 The order placed by the licensee constitutes a proposal by the licensee to enter into a contract with Salamantex.

3.2 The contract is formed by Salamantex accepting the licensee's proposal and at the latest upon delivery/execution of service, but is subject to a positive identification checking process by Salamantex, in particular in accordance with the regulations on prevention of money laundering and the financing of terrorism.

3.3 Offers made by Salamantex and information provided in catalogues, brochures, price lists etc. and on the website are non-binding.

3.4 The licensee is entitled to use the software for the term selected in the order, which can vary according to the plan chosen.

3.5 If the licensee selected a plan with a minimum contractual period, once this has expired the licensee may terminate the licence agreement by giving three months' notice at the end of any calendar month. If the licensee does not terminate the licence agreement upon expiry of the minimum contractual period by the stipulated deadline, the licence agreement converts to an open-ended contract and may be terminated by the licensee giving three months' notice in writing at the end of any calendar month, which must be sent by registered mail. Salamantex is in all cases - including during a minimum contract period - entitled to terminate the licence agreement by giving three months' notice at the end of any calendar month in a letter signed by an official company signatory.

3.6 If the licensee selected a plan with no minimum contractual period, the licence agreement can be terminated by either party by giving three months' notice at the end of any calendar month in a letter signed by an official company signatory.

3.7 The right to extraordinary termination of the agreement for good cause remains unaffected. Good cause is deemed in particular to be any persistent or material violation of the agreement provisions or of existing laws by one of the parties where, despite a written demand received from the party terminating the agreement, the contractual conditions are not restored within a reasonable time period of at least 14 days. The setting of such a deadline and the statement of termination must be sent by registered post.

3.8 The licensee warrants compliance at all times with all applicable laws when processing purchases or services with its customers through the "Crypto Payment Service" software, in particular laws for the prevention of money laundering and the financing of terrorism. In the case of transactions with a value of EUR 10,000 or more, the licensee undertakes to treat such transactions in the same way as cash transactions and to exercise the same duty of care

applicable to cash transactions, regardless of whether or not that transaction is a single transaction or part of a series of transactions which are actually connected or appear to be. In the case of connected transactions, the licensee must inform Salamantex of this.

- 3.9 When processing purchases or services with its customers through the "Crypto Payment Service" software, the licensee is obliged to communicate any data recorded and KYC ("Know Your Customer") documentation and information to allow identification of the licensee and/or the licensee's customers and, where appropriate, its/their transactions, in accordance with point 3.6 and 3.7, to Salamantex if so requested. This obligation remains in place until the statutory retention period has elapsed, independently of the duration of the licence agreement. In the event that the licensee does not give Salamantex all the information that Salamantex requires to comply with the statutory regulations on preventing money laundering and the financing of terrorism that apply in its case, Salamantex is entitled to terminate the licence agreement with immediate effect and without granting a grace period.
- 3.10 The licensee undertakes to use the software only as part of its business operations for exchanging its goods and services with its customers and will not permit any exchange/purchase transactions involving cryptocurrencies with the software over and above this purpose.
- 3.11 Once the period of use has ended or the licence agreement has terminated, the licensee is no longer entitled to use the software in any form.
- 3.12 Termination of the licence agreement (for whatever reason) leads automatically to the termination of the overall contract, with effect from the point in time at which the licence agreement terminates, without any further action required by a party to the contract.

4. Fees

- 4.1 The ongoing fees/charges for use of the software are set out in the order form.
- 4.2 The amounts listed in the order form are quoted net of statutory value added tax. Fees must be paid by payment transfer monthly in advance.
- 4.3 If the licensee gets into arrears with payments, interest on arrears will be due at an annual rate of eight per cent above the base rate from the due date. The right to offset is precluded.
- 4.4 Salamantex is entitled to terminate this agreement with immediate effect if fees/charges remain unpaid for more than 14 days after a dunning notice has been served and a grace period of 14 days for payment has passed.
- 4.5 Fees/charges will rise in line with the 2015 consumer price index ("VPI 2015") as measured/published by the Federal Office Statistics Austria, or with any subsequent index that replaces it. The starting point for the index calculation is the index value published for the month in

which this agreement is signed. The fees/charges will be raised in line with the rise of the VPI 2015 in respect of the starting point. Salamantex is entitled to raise fees/charges on the basis of the index increase on 1 January of each year.

5. Warranties and liability

- 5.1 The licensee acknowledges that minor deficiencies in the software cannot be wholly precluded as this can be a feature of contracts of this nature. Therefore Salamantex does not warrant and accepts no liability for (i) its software working with other programs run by the licensee, or (ii) its programs running without interruption or error, or (iii) all software errors having been fixed.
- 5.2 Salamantex warrants solely that its software meets the specifications in the specification of services ([Appendix /1./A](#)). The warranty period runs for twelve months from the delivery date. The burden of proof lies with the licensee. The licensee must report obvious defects immediately upon delivery, hidden defects as soon as they are discovered. The licensee must prove that defects were notified at the right time. If a notification of defect is not issued at the right time, the goods are deemed irrevocably to have been approved. If defect claims are asserted at the right time, Salamantex is initially obliged to remedy the defect. Should Salamantex not succeed in remedying the defect or conclude it is economically unviable to do so, an appropriate price reduction will be offered. A change to the contract by the licensee is precluded.
- 5.3 Where a defect can be resolved through the installation of a new or improved version, the licensee is obliged to accept the resolution of the defect through such a new installation. The costs of any new installation will be borne in full by Salamantex.
- 5.4 Salamantex warrants that the software is free of any third party intellectual property rights that could restrict or exclude its usage in line with the contract. This commitment does not apply if the violation of the third party intellectual property rights has occurred through usage of the software by the licensee which goes outside the terms of this contract and/or results from modifications/additions carried out by the licensee itself.
- 5.5 Salamantex offers no guarantees and/or accepts no liability for any commitments over and above those stated in this agreement. Any further liability on the part of Salamantex is precluded unless damage was caused by Salamantex with intent or through gross negligence. Salamantex's liability is limited to the fees paid annually by the licensee as defined in this agreement. These limits on liability do not apply in the case of loss of life, physical injury or damage to health. Equally, Salamantex's liability is not limited in the case of a fraudulently concealed defect or pursuant to the Product Liability Act (PHG).
- 5.6 Salamantex is exempted from warranty and liability in the case, in particular, of defects arising from improper installation on the part of the licensee or any third party, the functional capability of data cables, power outages, loss

of internet or server connection, incorrect operating conditions as well as atmospheric or static discharge, natural wear and tear, improper handling/operation, altered components in the operating system, interfaces and parameters, the use of inappropriate organisational resources and data carriers and the unauthorised use of the software by the licensee or a third party.

5.7 If Salamantex is delivering both hardware and software, any defects detected in the software do not entitle the licensee to assert claims in respect of the contract based on the delivery/use of the hardware.

5.8 The licensee's right to claim damages expire by limitation one year after delivery or service provision.

6. Intellectual property

6.1 Notwithstanding the specific clauses in point 2 (Rights of use), no information, brand names and other software content may be modified, copied, duplicated, sold, rented out, supplemented or in any other way used without the prior written consent of Salamantex.

6.2 Other than the rights of use or other rights explicitly granted in this contract, no other rights in any form whatsoever are conferred upon the licensee, in particular rights to the company name or industrial property rights such as patents, utility models or brands, nor is Salamantex obliged to confer such rights.

6.3 If the licensee records ideas and suggestions relating to the software, Salamantex may use these to develop, improve and market the software free of charge.

7. Confidentiality

7.1 The licensee undertakes to treat all commercial or technical details that are not in the public domain but which become known to the licensee as a result of the business relationship with Salamantex as strictly confidential. Corresponding undertakings must be given by the licensee's employees and subcontractors.

7.2 Salamantex is entitled to cite the licensee, using its company name, logo and website address, as a licensee on Salamantex advertising material and on its website.

8. Closing provisions

8.1 Austrian law solely shall apply to this contract and all conflict of laws rules and the UN Sales Law shall be excluded.

8.2 Any legal disputes arising from this contract, including issues relating to its formation, validity, termination or annulment, shall be determined solely by the jurisdiction of the court with competence for this subject matter in the geographical area in which the headquarters of Salamantex is situated.

8.3 The validity of any general terms and conditions of business of the licensee is precluded.

8.4 The contract can be concluded by means of signatures to a written contract, or digitally by means of electronic signatures on a device with a touch-sensitive screen. Once the contract has been formed, any modification must be in writing.

8.5 Should one of more of the clauses in this contract prove to be wholly or partially invalid, or should some loophole become evident, the validity of the other clauses in this contract shall not be affected. The parties to the contract are obliged to agree a valid ruling that comes as close as possible to the intended content of the contract, which will replace the invalid clause or remedy the loophole.

8.6 Salamantex is entitled to transfer the rights and obligations arising out of this contract to companies in which Salamantex has at least a 50% shareholding. In the event of such a transfer no right to terminate is conferred on licensees.

8.7 The following appendices are constituent parts of these terms and conditions of licence:

./A: Specifications and product/service description

./B: Technical equipment/set-up requirements

Specifications and product/service description "Crypto Payment Service"

Appendix ./A.0

General specifications and product/service description

Salamantex GmbH ("**Salamantex**") has developed the "Crypto Payment Service" software to facilitate the processing of payments using cryptocurrencies.

Salamantex's contractual partners ("**licensees**") are able to concentrate on their core business yet still, with the help of the Crypto Payment Service, offer their customers ("**customers**") the option to pay with certain cryptocurrencies.

The licensee pays for the use of the Crypto Payment Service and system support from Salamantex in the form of a service charge ("**service charge**") dependent on the payment plan selected.

The Crypto Payment Service is composed of one or more of the following components, depending on the product chosen:

- "Payment Web App"
- "Management Web App"
- "Crypto Payment Terminal"
- "Webshop API"
- "Ingenico Terminal App"

The "Crypto Payment Service" product is made up of software and where appropriate hardware to go with it (hereinafter referred to as the "**system**").

As a user-friendly user interface between users and a cryptocurrency network, the system provides the functions of an enhanced wallet and clear presentation and monitoring of cryptocurrency transactions with customers.

The customer always initiates payment to the licensee in a cryptocurrency using his/her own hardware and software (e.g. using a smartphone and software stored on it).

Cryptocurrency transactions between the customer and licensee are executed and validated solely in the decentralised cryptocurrency network that they are using (e.g. Bitcoin, Ethereum); these transactions can be viewed and followed, they exist and they are valid, without any need to deploy the system.

The system offers users clear presentation and monitoring of the transactions taking place in the cryptocurrency network. As the system also provides a wallet function, with the aid of the system (in the Management Web App) the licensee can also initiate the transfer of cryptocurrencies from the licensee's wallet. The transfer itself takes place in the cryptocurrency network being used.

The system's applications communicate over the internet with the Salamantex data centre and are as a result able e.g. to display cryptocurrency exchange rates and provide overviews and monitor cryptocurrency transactions between the customer and the licensee.

Applications

The system offers licensees two application levels:

Business case 1

This application encompasses the presentation and monitoring of the transfer of a virtual currency (cryptocurrency). The licensee enters the purchase price in euros for a product/service in the system and selects payment in a cryptocurrency requested by the customer and supported by the system, and the system displays the exchange rate for this cryptocurrency in euros. Once the exchange rate shown has been confirmed by the licensee, the rate is locked-in and documented in the system. The customer can subsequently, via a scanned-in QR code generated by the system, view the licensee's system wallet address, the purchase price in the cryptocurrency selected, the reference price in euros and the exchange rate that will be used in the system display; and authorise transfer of the cryptocurrency from his/her wallet with the aid of the wallet app (held e.g. on his/her smartphone). The system then tracks the receipt of the cryptocurrency at the target address of the licensee's system wallet and shows the receipt in the display. The whole transaction process and its status are displayed in the system in a transaction history. Any errors that have occurred (e.g. too little/too much transferred, timing errors) are displayed. The exchange rate and service charge can be viewed by the licensee in the system. Once the cryptocurrency transferred by the customer has been received by the licensee's system wallet, the system automatically transfers an amount of the cryptocurrency equating to the service charge owed by the licensee to a Salamantex wallet, with the rest remaining in the licensee's wallet.

Business case 2

This option is used if the licensee does not wish to hold the cryptocurrency selected by the customer for payment. In this case, the licensee has the option to sell the cryptocurrency to Salamantex at a price equivalent to the price in euros for the product/service purchased by the customer less the Salamantex service charge. The licensee proposes a contract for the purchase of the cryptocurrency by clicking on the button "*Sell for FIAT*" which is a pre-set option in the Salamantex system. Once the payment transaction between the customer and licensee as per business case 1 has been completed, the cryptocurrency transferred from the customer's wallet is automatically assigned to a Salamantex wallet and a credit for the appropriate sum in euros simultaneously deposited for the licensee. The service charge is then settled against this euro credit and the remainder of the amount transferred at a time predefined by the licensee in the system to the licensee's bank account.

Salamantex cannot access either the licensee's system wallet or the licensee's wallet during this process.

The licensee acknowledges that cryptocurrencies are risky in and of themselves and they carry with them the risk of losing 100% of the capital deployed. The decision on the part of the licensee to

accept cryptocurrencies is borne by the licensee alone and at the licensee's own risk.

Updates

Salamantex will update all versions of the Crypto Payment Service software with bug fixes, security updates and new features as they occur. The system cannot be used whilst updates are being installed.

Availability

Salamantex will make every effort to keep the Crypto Payment Service software as up-to-date, secure and accessible as possible. However, due to the complexity of the software and its dependency on other services (e.g. cryptocurrency networks, cloud providers), Salamantex cannot make any commitments in this respect.

Appendix ./A.1

"Payment Web App"

Specifications and product/service description

The Payment Web App is an application which has been developed for the browser and allows the licensee to accept payments in a cryptocurrency.

The following features are supported:

- The setting up and processing of payments using cryptocurrencies.
- The listing of historic payments, including their status (in respect of the user him/herself or his/her device)
- Reporting to allow a cash balance to be drawn up or for accounting purposes

Appendix ./A.2

"Management Web App"

Specifications and product/service description

The Management Web App is an application which has been developed for the browser and allows the licensee to administer the system.

The following features are supported:

- The listing of historic payments, including their status (in respect of all of the licensee's users and devices)
- The setting up and management of users, together with their permissions and settings
- The administration of licensee wallets, including payments to external wallet providers
- Settings for the licensee's account
- Display and print-out of system-generated invoices (between Salamantex and the licensee)

Appendix ./A.3

"Crypto Payment Terminal"

Specifications and product/service description

The Crypto Payment Terminal service comprises a complete package of hardware and software. The software used here is a modified version of the Crypto Payment Service software and is pre-installed on the device.

The Crypto Payment Terminal offers, in addition to the features contained in the software, additional hardware features (which vary according to the version selected):

- Display (for the display of payment details and QR codes)
- Receipt printer (for printing receipts and other verifications)
- WLAN (to connect to the internet over an existing network)
- 3G/4G mobile internet (to connect to the internet)
- IC card reader (for future features and cooperations)
- NFC card reader (for future features and cooperations)

The hardware can be rented for a given period or can be purchased.

- Enhanced support (for the hardware, operating system and the Crypto Payment Service) is included in the rental cost for the terminal. The device is fitted with remote maintenance software and remote management tools to this end. In addition, some functions on the terminal are disabled to guard against security problems and fraudulent use.
- For purchased devices, the enhanced support will be quoted for separately; or it can be invoiced through support tickets. There are no restrictions on what the device can be used for, as a result third party software can also be installed on it.

Appendix ./A.4

"Webshop API"

Specifications and product/service description

The Webshop API interface allows licensees to link the Salamantex system to their existing systems. Payments can be set up and processed through Webshop API.

The integral "Webshop payment page" allows the licensee to redirect users to a ready-to-use payment page (in a web browser), which then executes the payment processing. The licensee app will then be notified via call back that payment has been successfully processed.

In addition, ready-to-use plug-ins for commonly used webshops are offered. An up-to-date listing of the available plug-ins can be found on our website.

Appendix ./A.5

"Ingenico Terminal App"

Specifications and product/service description

The Ingenico Terminal App enhances an existing terminal with the option to accept cryptocurrency payments.

Once the app has been installed and configured, cryptocurrency payments can be initiated using keyboard shortcut keys, function codes or through the ZVT protocol.

The following functions are supported:

- The setting up and processing of payments using cryptocurrencies.
- The listing of historic payments, including their status
- Print-out of daily closing balances
- The initiation and processing of payments involving cryptocurrencies via the ZVT protocol

Technical equipment/set-up requirements

Appendix ./B.0

General technical requirements

The Crypto Payment Service is composed of one or more of the following components, depending on the product chosen:

- "Payment Web App"
- "Management Web App"
- "Crypto Payment Terminal"
- "Webshop API"
- "Ingenico Terminal App"

The following requirements (the software and hardware required) represent a list of hardware and software on which the Crypto Payment Service applications have been tested.

The Crypto Payment Service also functions on many other browsers, devices and operating systems. However, we do recommend following these technical requirements.

The latest updates must always be installed for the Crypto Payment Service to work without problems in all versions. It is also recommended that the rest of system (browser, operating system etc.) always has the latest updates installed.

A constant and stable internet connection is required for all of the software's functions.

Only a very small amount of data is required for operations, however, several hundred MB of data may be needed per month to download the software and/or through regular updates.

Appendix ./B.1

"Payment Web App" and "Management Web App" Technical equipment/set-up requirements

The "Payment Web App" and "Management Web App" require the use of one of the following commonly-used browsers:

- Google Chrome; version > 65
- Mozilla Firefox; version > 60
- Microsoft Edge; version > 41

Operating systems supported: Windows 7, Windows 8, Windows 10, macOS "High Sierra", "Mojave", "Catalina"

Because of the nature of the software (web application), in principle, all systems are supported if an up-to-date browser is used. However, on older, untested systems there may be individual, unforeseen problems with the display of information.

An up-to-date list of supported, tested browser versions can be found on our website.

Web App on mobile devices

It is possible to run the Web Apps that are available in the browser on mobile devices such as smartphones and tablets as well.

The Management Web App additionally offers a modified display for mobile devices. However, due to the type and quantity of data that is displayed and configured, viewing on a PC/Mac is recommended.

Appendix ./B.2

"Crypto Payment Terminal" Technical equipment/set-up requirements

The Crypto Payment Terminal service comprises a complete package of hardware and software. The software used is a modified version of the Crypto Payment Service software and is pre-installed on the device.

The Crypto Payment Terminal needs a functioning internet connection:

- Connection through WLAN
The Crypto Payment Terminal can be connected using an existing 2.4 GHz WLAN.
- Using an integrated 3G/4G modem
The device can be fitted with a SIM card (mobile internet).

The Crypto Payment Terminal also needs a power connection for the adaptor in order to operate.

Appendix ./B.3

"Webshop API" Technical equipment/set-up requirements

The Webshop API is a REST API accessed via HTTPS.

In addition, ready-to-use plug-ins for commonly used webshops are offered. An up-to-date listing of the available plug-ins can be found on our website.

Appendix ./B.4

"Ingenico Terminal App" Technical equipment/set-up requirements

A prerequisite for the "Ingenico Terminal App" is the use of one of the following Ingenico terminals:

- Move/5000
- Desk/5000
- Lane/5000

In addition, the A32.de application in a higher version than 15.06.29b must be installed.

A constant and stable internet connection is required for all of the software's functions.

Only a very small amount of data is required for operations, however, several MB of data may be needed per month to download the software and/or through regular updates.