



Control number: 000000001

UNIVERSAL MINEPLEX MERCHANT SERVICE AGREEMENT

This Merchant Service Agreement ("Agreement") is made the ____ day of _____ 2____ between MinePlex presented by DFMX SOLUTIONS S.A., (hereinafter referred to as the 'MinePlex') and **COMPANY NAME** (hereinafter called the 'Merchant') who signs up for either the LITE tariff or the START tariff.

By ticking the box for "I have read and accepted the "Merchant Service Agreement" on <https://mineplex.io/> website, you (the Merchant) confirm that you have read, understood and agree to be bound by this Agreement.

The present Agreement shall be governed and construed in accordance with the legislation of England and Wales.

1. DEFINITIONS AND INTERPRETATION

1.1. Throughout this Agreement where the context so requires the singular includes the plural and vice versa and the masculine the feminine and neuter.

1.2. In this Agreement, except where the context indicates otherwise, the below words will have the following meanings:

Agreement means this merchant service agreement between the Merchant and MinePlex;

Business Services means the Services together with additional services and features as described at <https://mineplex.cash/>;

Crypto address - The identification of a sender or receiver of cryptocurrency on a blockchain network.

Crypto card - is an access key to the crypto addresses of the MinePlex wallet.

Transaction (also BlockChain transaction) - external operation to withdraw or deposit cryptocurrencies with the addresses of the MinePlex wallet.

MinePlex wallet transaction - internal operation inside of the MinePlex wallet

Point-of-Sale Terminal (POS) means a hardware and software platform to maintain the acceptance of the crypto currencies at retail locations;

Customer shall mean any person who uses crypto monedas via Mineplex platform or POS.

Issuer shall mean a Member that issues crypto cards, used as an access key to the crypto addresses of the MinePlex wallet.

Monthly fee means the monthly fee payable by the Merchant to MinePlex for the Services;



Parties means each Merchant and MinePlex and “Party” means any one of them;

SignUp process means the online application process, as set out on the Website, to be completed by the Merchant in order to use the Services;

Transaction fee means the processing fee per MinePlex Transaction as set out on the Website from time to time, which is payable by the Merchant to MinePlex;

MinePlex equipment means all equipment, hardware, and systems of MinePlex that may be provided to the Merchant from time to time;

Account means your virtual interface within the MinePlex System that is intended for your use of our Services;

Fiat means a currency which in accordance with valid laws is legal tender.;

Crypto Asset (also known as cryptocurrency, virtual currency, digital currency) means a digital representation of value. Virtual assets do not include digital representations of fiat currencies, securities and other corresponding financial assets.

1.

Agreement	Means this merchant service agreement between the Merchant and MinePlex;
Business Services	Means the Services together with additional services and features as described at https://mineplex.cash/
Crypto address	The identification of a sender or receiver of cryptocurrency on a blockchain network.
Crypto card	Is an access key to the crypto addresses of the MinePlex wallet.
Transaction	(also BlockChain transaction) - external operation to withdraw or deposit cryptocurrencies with the addresses of the MinePlex wallet.
MinePlex wallet transaction	Internal operation inside of the MinePlex wallet
Point-of-Sale Terminal (POS)	Means a hardware and software platform to maintain the acceptance of the crypto currencies at retail locations;



Control number: 0000000001

Customer	Shall mean any person who uses crypto monedas via Mineplex platform or POS.
Issuer	Shall mean a Member that issues crypto cards, used as an access key to the crypto addresses of the MinePlex wallet.
Monthly fee	The monthly fee payable by the Merchant to MinePlex for the Services.
Parties	Means each Merchant and MinePlex and “Party” means any one of them.
SignUp process	Online application process, as set out on the Website, to be completed by the Merchant in order to use the Services.
Transaction fee	Means the processing fee per MinePlex Transaction as set out on the Website from time to time, which is payable by the Merchant to MinePlex
MinePlex equipment	All equipment, hardware, and systems of MinePlex that may be provided to the Merchant from time to time.
Account	Your virtual interface within the MinePlex System that is intended for your use of our Services.
Fiat	A currency which in accordance with valid laws is legal tender.
Crypto Asset	(also known as cryptocurrency, virtual currency, digital currency) means a digital representation of value. Virtual assets do not include digital representations of fiat currencies, securities and other corresponding financial assets.

1.3. The clause headings in this Agreement have been inserted for convenience only and shall not be taken into account in its interpretation.

1.4. Any references to applicable laws (statutes) will refer to them as amended from time to time.



1.5. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable then such provision will be severed (deleted) from this Agreement and the remaining provisions will continue to be of full force and effect.

1.6. The rule of construction that, in the event of ambiguity, a contract should be interpreted against the party responsible for the drafting the contract, will not apply in the interpretation of this Agreement.

2. COMMENCEMENT

2.1. In order to use the Services, the Merchant must complete the SignUp Process.

2.2. This Agreement will commence on the date on which the Sign Up Process has been completed and MinePlex has communicated its acceptance of the Merchant's application.

2.3. The Merchant may not start crypto operations informational maintenance services until MinePlex has received and approved the Merchant's KYC and AML Documents and procedures.

3. GENERAL

3.1. If a word or phrase is defined, its other grammatical forms have a corresponding meaning;

a reference to a document or agreement (including a reference to this document) is to that document or agreement as amended, supplemented, varied or replaced.

3.2. A reference to 'day' or 'month' means calendar day or month; words "include", "includes" and "including" shall be deemed to be followed by the phrase "without limitation".

3.3. This Agreement sets out the entire agreement between MinePlex and the Merchant relating to the Merchant's use of the Services and replaces any other discussions, promises, representations and agreements.

3.4. The following general provisions shall apply to all Transactions.

3.5. No failure or delay by a Party in exercising any rights under this Agreement will be deemed to be a waiver (giving up) of that right.



3.6. Neither Party will be in breach of the terms and conditions of this Agreement, nor liable for any delay in performing, or failure to perform, its obligations in terms of this Agreement if the delay or failure to perform is a result of any cause beyond its reasonable control, including laws and regulations, electricity outages, natural disasters, fire, accident, pandemic, lock down, labour disturbances, breakdown of equipment and non-delivery or delay by third party suppliers.

3.7. The Merchant may not cede, delegate and/or assign (transfer) its rights and obligations set out in this Agreement to any other person.

3.8. Termination of this Agreement will not affect the terms of this Agreement, which are intended to continue to have effect and apply after termination.

3.9. Should MinePlex be successful in any legal proceedings against the Merchant, the Merchant will be responsible for payment of all MinePlex's collection costs, tracing fees, legal fees and any other costs that it may reasonably incur.

3.10. Merchant will not be allowed to use MinePlex services if its business activities are in one or more restricted sectors of activity:

3.10.1. Currency sales by non-financial institutions;

3.10.2. Bankruptcy attorneys or entities engaged in the collection of debt;

3.10.3. Credit protection services;

3.10.4. Credit counseling services;

3.10.5. Services that are working in gambling industry;

3.10.6. Any media that promotes or contains incitement to hatred, violence, harmful or inappropriate content (as determined by applicable law);

3.10.7. Any services involving military equipment and weapons;

3.10.8. Any service, group or organization promoting or containing incitement to hate, violence, or harmful content;

3.10.9. Pornography video distribution & streaming services;

3.10.10. Services that employ or hire workers from the sex industry;

3.10.11. Escort services;

3.10.12. Services that may, by association, negatively impact the company's reputation;

3.10.13. Services that use forced or child labor (even if considered legal in the respective legal system);

4. SERVICES AND TARIFFS



Control number: 0000000001

4.1. During the SignUp Process, the Merchant must select either the “START” or “LITE” tariff.

4.2. MinePlex will provide the selected Services to the Merchant on and subject to the terms and conditions of this Agreement.

4.3. MinePlex provides the following tariffs for merchants (The tables below show only the key features of the tariffs. See the full content of the tariffs on the website www.mineplex.io):

Tariff “LITE”	
Subscription fee	15 \$ / month
Insurance deposit	1000 PLEX
Transaction fee (all currencies)	1,5 %
Adding to the MinePlex store list	Yes
Financial reports	Yes
Transaction history	12 months
POS terminals	0
Physical cards	0

Tariff “START”	
Single fee	315\$
Subscription fee	15 \$ / month
Insurance deposit	1000 PLEX
Transaction fee (all currencies)	1,5 %
Adding to the MinePlex store list	Yes
Financial reports	Yes
Transaction history	12 months
POS terminals	1



Control number: 000000001

Physical cards	0
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5. FEES

5.1. MINEPLEX will charge the Merchant a transaction fee for each MinePlex transaction, as well as a monthly subscription fee.

5.2. The amount of the transaction fee and the monthly subscription fee depends on the tariff chosen by the Merchant (More details can be found in section 4).

5.5. In addition to the above, from time to time, MinePlex may change its fees and discounts. The Merchant's presentation of any Transaction to the MinePlex after the effective date will constitute acceptance of the new prices.

5.6. Payment of the Transaction Fees will be made as follows:

5.6.1. MinePlex deducting the Transaction Fee from the Merchant Account;

5.8. All fees and charges payable by the Merchant to MinePlex exclude VAT. VAT will be payable by the Merchant to MinePlex.

5.9. All amounts payable to MinePlex will be paid without set-off or deduction of any nature.

5.10. Should the Merchant fail to make payment of any monies due to MinePlex in terms of this Agreement timeously, MinePlex will have the right to charge interest on the outstanding amount at the 5% (five percent) compounded monthly from the due date for payment up to and including the date of payment in full.

5.11. The Merchant acknowledges and agrees that actual receipt of funds into the Merchant's Account will be subject to agreements and other delays outside the control of MinePlex and/or any Third Party Service Provider, acting as Beneficiary Service Provider.

5.12. MinePlex reserves the right (at its sole discretion) to change from time to time:

5.12.1. The Services, including removing, adding or substituting ancillary services and/or features;

5.12.2. The percentage processing fee, the Monthly Fee and any other charges; and/or



Control number: 0000000001

5.12.3. The provisions of this Agreement (including this clause), by giving the Merchant at least 30 days' prior notice.

5.13. Should the Merchant not agree to any change to the Services, fees and charges and/or this Agreement, the Merchant will be entitled to terminate this Agreement on written notice to MinePlex at any time during the 30 days' notice period, which termination will be effective on the expiry of the 30 days' notice period.

6. THE MERCHANT'S WARRANTIES

6.1. The Merchant warrants that all information provided to MinePlex during the SignUp process and from time to time is true and correct;

6.2. The Merchant warrants that he has full legal capacity, authority and all necessary consents to enter into and fulfill the obligations of the Merchant under this Agreement;

6.3. Merchant's business is not related to any illegal goods and/or services or any prohibited commercial activity as may be determined by any Regulatory Authority, Acquiring and/or any Third Party Service Provider; as well as

6.4. Merchant has never been a party to a trade agreement or other contract that has been terminated by Visa or Mastercard, or by any payment scheme or card association, or by order of any regulatory body or court.

7. THE MERCHANT'S OBLIGATIONS

7.1. The Merchant must ensure all details of the MinePlex Transaction are correct (including the price and quantity of the goods and/or service). MinePlex is not liable for any loss or liability where the details of the MinePlex Transaction are incorrect.

7.2. The Merchant will not do anything, or engage in any activity, which is likely to adversely affect or damage the good name and/or reputation of MinePlex.

7.3. The Merchant will ensure that the Merchant's details on the Merchant Portal (including the Merchant Account) are at all times up to date and correct. MinePlex accepts no liability for payments made to an incorrect account due to a Merchant providing the incorrect account details.



Control number: 0000000001

7.4. The Merchant will comply with all applicable laws and the Protocols when entering into each MinePlex Transaction and performing the Merchant's obligations as set out in this Agreement.

7.5. The Merchant will be responsible for resolving any complaint or dispute relating to the Merchant's goods and/or services, vouchers, loyalty programme or any other in-app promotions offered by a Merchant. MinePlex is not responsible for resolving any complaint or dispute between the Merchant and the MinePlex User.

7.6. The Merchant will cooperate with MinePlex, any Regulatory Authority, the Acquiring and/or Third Party Service Provider in the investigation of any actual or suspected fraudulent transactions or other criminal activity related to this Agreement, the Merchant and/or its goods and/or services, which may include the Merchant providing information, evidence and/or records.

8. COLLECTING AND EXCHANGE OF VIRTUAL ASSETS

8.1. After registration of at least one Account (point of sale), you will be able to receive Virtual Assets from Your Clients.

8.2 By accepting this agreement you authorize MinePlex to receive Virtual Assets, temporary hold, exchange and disburse them, as well as apply the Fees and other costs on your behalf, and to take any and all actions that we find necessary or desirable to provide our Services to you.

8.3. In relation to payments and/or donations in Virtual Assets made to you, any legal relations are between you as a Merchant and Your Client making a payment/donation. We are not a party to relations between you as a Merchant and Your Client making payments/donations in Virtual Assets.

8.4. We do not accept any queries, letters, requests and/or complaints as well as liability for the quality, legality, safety, delivery or any other aspect regarding you, your services, products, activities and/or a payment and/or a donation, or a purchase related to relation between you as a Merchant and Your Client.

8.5. Any disputes between you as a Merchant and Your Client shall be resolved exclusively between you as a Merchant and Your Client.

8.6. Once we have received Virtual Assets for you and on behalf of a Merchant, we can exchange the agreed amount for any other type of supported Virtual Asset or fiat money.



Control number: 0000000001

8.7. The agreed amount of received Virtual Assets to be exchanged shall be indicated on the invoice issued by us to you in your Account.

8.8. The moment of exchange of the agreed amount of received Virtual Assets into any other kind of supported Virtual Assets or Fiat shall be the moment when the Virtual Assets are received by us.

8.9. All amounts received/exchanged shall be transferred to you at the agreed time after the deduction of applicable Fees and other costs.

8.10. All Virtual Asset exchange risks arising from any transactions will be your sole responsibility.

9. REFUNDS

9.1. The Merchant will be responsible for processing all refunds due to MinePlex Users for MinePlex Transactions.

9.2. The Merchant may request MinePlex to process a refund due to a MinePlex User. MinePlex may, but will not be obliged, to give such refund to a MinePlex User. Should MinePlex agree to process such refund on behalf of the Merchant, it will deduct the amount of the refund from the Merchant Account.

9.3. The MinePlex will not be entitled to any refund on the Transaction Fee in respect of any refund given for the MinePlex Transaction.

10. INDEMNITY AND LIABILITY

10.1. MinePlex shall have no liability:

10.1.1. With respect to any breach of this Agreement which does not arise from its bad faith or gross negligence;

10.1.2. For any act or omission (including insolvency) or delay of any third party, including any bank, digital wallet provider or digital currency exchange or any of their agents or subcontractors;

10.1.3. For any interruption or delays of service, system failure, or errors in the design or functioning of any electronic system, or

10.1.4. Any consequential, indirect, incidental, or any similar damages (even if informed of the possibility or likelihood of such damages).



10.2. Merchant will indemnify, defend and hold MinePlex harmless together with its officers, directors, members, affiliates, employees, agents and licensors (Indemnified Party) from and against all losses, liabilities, judgments, proceedings, claims, damages and costs (including attorneys' fees) resulting from any third-party action related to:

- 10.2.1. Counterparty's breach of the terms of this Agreement;
- 10.2.2. Counterparty's violation of any applicable law, rule or regulation;
- 10.2.3. MinePlex's reliance on any instruction (in whatever form delivered) which it reasonably believed to have been given by Counterparty, or
- 10.2.4. Other acts or omissions in connection with the execution of Transactions with MinePlex.

10.3. Merchant will not settle any matter without MinePlex's prior written consent of unless such settlement contains a full release of the Indemnified Parties and does not otherwise require an admission of liability by any Indemnified Party. For the avoidance of doubt, this indemnity provision shall survive any termination of this Agreement.

12. CARE OF POINT OF SALE TERMINALS EQUIPMENT

12.1. The Merchant agrees that it will take full and proper care of all terminals, equipment, supplies and any other material provided by the MinePlex and shall bear the cost of repairs or replacement of such equipment necessitated by physical damage not arising from fair wear and tear or usage.

12.2. If the terminal is damaged in the possession of the merchant, the MinePlex shall be entitled to repair it at the cost and expense of the Merchant and such cost will be payable and deducted from the Merchants account.

12.3. The Merchant agrees to ensure that all equipment supplied by the MinePlex is monitored during and after closing. The equipment should be left on to allow for remote application updates.

12.4. The Merchant agrees to develop security procedures around unauthorized use of the equipment and train employees on them. Security procedures include direction and conditions for contacting the MinePlex in the event the employee suspects that the equipment has been lost, stolen or tampered with.



13. CONFIDENTIALITY

13.1. Any process, specifications, routines or techniques including software, (together called “supplied facilities”) which are disclosed and/or supplied by the MinePlex to the Merchant pursuant to this Agreement are the confidential proprietary information of the MinePlex and shall remain the property of the MinePlex.

13.2. The Merchant shall not, without the prior written consent of the MinePlex, disclose or make the same available to any person other than an employee of the Merchant for use for purposes of and as authorized by this Agreement.

13.3. The Merchant shall not assign, transfer or purport to assign the provisions of this Agreement or any part thereof to any person without the consent in writing of the MinePlex, such consent not to be unreasonably refused. The MinePlex may at any time transfer or assign this Agreement to any of its subsidiaries or affiliates, or another MinePlex or financial institution and in such case shall give the Merchant reasonable notice thereof.

14. PROCESSING OF PERSONAL INFORMATION

14.1. The Merchant gives his/her/its express and informed consent to MinePlex to process his/her/its personal information for purposes of: (i) processing the application for the Services; (ii) providing the Services; (iii) communicating with the Merchant; (iv) complying with applicable laws; (v) MinePlex defending itself against any claim or legal action; and (vi) MinePlex's operational business purposes.

14.2. MinePlex may disclose the Merchant’s personal information to its employees, directors, representatives, any Regulatory Authority, the Acquiring, licensors and Third Party Service Providers in order to provide the Services and for research and analysis purposes.

15. INTELLECTUAL PROPERTY

15.1. All Intellectual Property Rights owned by, or licensed to, MinePlex will remain the sole and exclusive property of MinePlex or its licensors (as the case may be).

16. ADVERTISING

16.1. MinePlex will furnish the Merchant with forms, advertising aids, promotional material, and any other MinePlex’s forms necessary to facilitate the Transactions. The



Merchant will adequately exhibit advertising displays supplied by the MinePlex. All such items and material remain the property of the MinePlex and, upon termination of this Agreement or upon request by the MinePlex at any time during its operation, shall be returned to the MinePlex forthwith.

17. TERMINATION AND SUSPENSION

17.1. Either Party may terminate this Agreement at any time on 30 days prior written notice to the other Party.

17.2. MinePlex may immediately suspend the Services or terminate this Agreement (in its sole discretion), if:

17.2.1. The Merchant breaches any warranty;

17.2.2. The Merchant breaches any of its obligations set out in this Agreement and, if such a breach is capable of being remedied, fails to remedy the breach within 7 days of receipt of written notice requiring the Merchant to do so;

17.2.3. The Third Party Service Provider, acting as Beneficiary Service Provider, informs MinePlex that it is no longer willing to be an agent of the Merchant;

17.2.4. The Merchant has committed, or MinePlex suspects that the Merchant has committed, fraud or is involved in any fraudulent or other criminal activity;

17.2.5. The Merchant directly or indirectly causes the Services to apply to the purchase and/or sale of any illegal goods and/or services;

17.2.6. The Merchant directly or indirectly causes the Services to apply to the purchase and/or sale of any goods or service that the Third Party Service Provider (acting as Beneficiary Service Provider) and/or the Acquiring regards as undesirable or against public policy and instructs or requests MinePlex to terminate this Agreement;

17.3. In the sole opinion of MinePlex (acting reasonably):

17.3.1. The Merchant's conduct or treatment of MinePlex User(s) or the Merchant's relationship with MinePlex is having, or is likely to have, a material adverse effect on the reputation of MinePlex; or

17.3.2. The number of Chargebacks is excessive compared to other merchants.

17.3.3. The business of the Merchant is sold or there is a Change in Control without giving MinePlex advanced written notice of such sale or change; or

17.3.4. MinePlex is required by the Acquiring Bank, any applicable laws, Regulatory Authority or order by a competent court to do so.

17.4. Upon termination of this Agreement for any reason whatsoever:

17.4.1. All amounts owing to MinePlex will immediately become due and payable to MinePlex;



Control number: 000000001

17.4.2. All amounts owing to the Merchant will immediately become due and payable to the Merchant;

17.4.3. The Merchant will immediately stop any use of MinePlex's trademarks; and

17.4.4. The Merchant will no longer have access to and use of the Services

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the date first above written.

COMPANY:

Address:

DFMX SOLUTIONS S.A.

By:

Ivan Ivanov, Chief Executive officer

Address: 10 Anson road N^o 20-05
International Plaza Singapore 079903

and

If individual:

(signature)

Print

name:

If entity:

(name of entity)

By:

Name:

Title: