



Service Level Agreement

Between

(1) **Alphaspay**, a company, having its registered office at 5577 153A STREET, SUITE 207, SURREY BC V3S 5K7 - CANADA, doing business as Alphaspay (“Alphaspay” or “us”, “we” or “our”) and

(2) Company (“User” or “you”).

1. BACKGROUND AND PURPOSE

1.1. The Service Provider operates an over-the-counter (OTC) trading and custody platform for various types of digital currencies and/or digital coins on a global scale, as well as a payment processing services platform.

1.2. The Company may have customers from time to time that seek to pay their financial obligations to the Company by means of payments in various forms of cryptocurrency.

1.3. The Parties have agreed that the Service Provider will provide the Services to the Company from the Commencement Date.

1.4. The Parties now wish to regulate, in writing, the terms and conditions upon which the Services will be provided, as well as matters in connection with this Agreement, and do so here.

2. DEFINITIONS AND INTERPRETATION

2.1. The following terms shall have the meanings assigned to them hereunder and cognate expressions shall have corresponding meanings, namely:

- “Agreement” means this Service Level Agreement, including all annexures, appendices, and/or schedules thereto.
- “Commencement Date” means the date on which this Agreement came into effect and operation, notwithstanding the date of signature hereof, being the date above noted.
- “Commission” means the commission amounts stipulated in Annexure “B”, payable in accordance with the terms set out therein and in respect of the successful individual payments made by the Company Customer and processed by the Service Provider, for and on behalf of the Company.
- “Company” means the Company.



- “Company Customers” means the Company’s customers who seek to pay their financial obligations to the Company by means of payments in various forms of cryptocurrency, from time to time.
- “Confidential Information” means any information or data which by its nature or content is identifiable as confidential and/or proprietary to a Party and/or any third party, or which is provided or disclosed in confidence, and which such Party or any person acting on its behalf may disclose or provide to it or which may come to the knowledge of such Party by whatsoever means, including all information relating to a Party's current and existing strategic objectives, its business activities, business relationships, technical, scientific, commercial, proprietary, valuable, financial and market information and trade secrets, data concerning its architectural information, demonstrations, processes, and machinery, all agreements to which it or its clients is/are a party, information relating to the Services and information relating to its clients and facilities.

3. COMMENCEMENT DATE AND DURATION

3.1. This Agreement shall, notwithstanding the signature date, be deemed to commence on the Commencement Date and shall thereafter remain in operation and effect for an indefinite period, unless terminated by either Party, in accordance with the termination provisions contained in this Agreement.

4. SERVICES

4.1. The Service Provider shall be responsible for the provisioning of the Services for and on behalf of the Company, as outlined and contained in Annexure “A”.

5. THE SERVICE PROVIDER’S OBLIGATIONS

5.1. The Service Provider shall:

- 5.1.1. provide the necessary system, support, and maintenance services in respect of the Service Provider’s Alphaspay Pay Console and Interface required for the successful provisioning of the Services during the subsistence of this Agreement;
- 5.1.2. implement appropriate technical and organisational measures and safeguards to minimise Services interruption with reasonable practice and industry standards;
- 5.1.3. perform the Services with the highest level of care, skill, and diligence in accordance with best practice in the Service Provider’s industry, profession, or trade;



- 5.1.4. reserves the right to, on reasonable notice, audit the Company's compliance with the Agreement and Annexures. The right to audit may extend to regulatory authorities;
- 5.1.5. ensure that the Services it provides will conform in all respects with the specifications set out in Annexure "A"; and
- 5.1.6. provide the Company and Company Customers with all necessary co-operation in all matters relating to the Services it is providing, and comply with the Company and Company's Customers reasonable instructions as to the performance and execution of the Services.

6. THE COMPANY'S OBLIGATIONS

6.1. The Company shall:

- 6.1.1. provide the Service Provider with all necessary co-operation in all matters relating to the Services which the Service Provider is providing and provide it with such information and assistance as the Service Provider shall reasonably require to enable it to perform the Services in accordance with this Agreement;
- 6.1.2. provide the Service Provider with any and all information and/or documentation needed by the Service Provider to provision the Services successfully including but not limited to the necessary Company Customer information and/or documentation, as requested and required from time to time;
- 6.1.3. co-operate with the Service Provider's audit and provide assistance with access to information. The audit will not unreasonably interfere with the Company's normal business operations; and
- 6.1.4. be liable for the costs of the audit should it be found that the Company has not complied with the provisions of this Agreement and Annexures.

7. COMMISSIONS

7.1. In consideration for the Services provisioned by the Service Provider for and on behalf of the Company, the Company agrees to refer Company Customers to the Service Provider, on a non-exclusive basis, to use the payment method described in Annexure "A".

7.2. The Company acknowledges that the Service Provider will charge the Company Customer the Commission on the terms contained in Annexure "B".

8. TERMINATION



8.1. The Parties to this Agreement shall be entitled to terminate this Agreement on 1 (one) month's written notice to the other party.

8.2. In addition, the Parties to this Agreement shall be entitled to terminate this Agreement in accordance with the breach provisions contained in Clause 9.

8.3. Furthermore, a Party may terminate this Agreement and/or any/all Services immediately if there is an adverse decline in the Company's financial position that would have the effect of prejudicing the other Party should it continue to render any Services to the Company. The circumstances of the decline of the Company's financial position may be attributed but not limited to following:

8.3.1. the other Party places itself in, or is placed in, liquidation, whether voluntary or compulsory and provisionally or by final court order; 8.3.2. the other Party places itself in, or is placed in, liquidation, whether voluntary or compulsory and provisionally or by final court order; 8.3.3. the other Party deregisters itself or places itself under business rescue or is deregistered or placed under business rescue; 8.3.4. the other Party stops or threatens to stop to carry on business; and 8.3.5. the other Party commits an act of insolvency. 8.4. Termination of this Agreement shall be without prejudice to any rights or remedies to which either Party may be entitled hereunder or at law, and shall not affect any accrued rights or liabilities of either Party (such as, but not limited to, services rendered or money owing), nor the coming into or continuance in force of any provisions hereof, which are expressly or by implication intended to come into or continue in force on or after such termination.

9. BREACH

9.1. Subject to any other provision of this Agreement providing for the remedy of any breach of any provision hereof, should either Party ("the Defaulting Party") commit a breach of any provision of this Agreement and fail to remedy such breach within 15 days of receiving written notice from the other party ("the Non-Defaulting Party") requiring the Defaulting Party to do so, then the Non-Defaulting Party shall be entitled, without prejudice to any other rights it has in law, to:

9.1.1. terminate this Agreement, provided that the breach in question is material; or 9.1.2. claim specific performance of all the Defaulting Party's obligations whether or not due for performance, in either event, without prejudice to the Non-Defaulting Party's right to claim damages.



10. CONFIDENTIAL INFORMATION

10.1. During the subsistence of this Agreement, both Parties will acquire considerable Confidential Information relating to the other Party. In addition, the Service Provider will acquire Confidential Information relating to the Company Customers.

10.2. Unless otherwise agreed to in advance, in writing, or except as expressly permitted by this Agreement, the Parties will not, except as required by law or court order, use Confidential Information belonging to or disclosed by the other Party to its benefit or disclose any Confidential Information to any third party, save for to the extent necessary for the Service Provider to perform in terms of the agreement and for it to provide the Services.

10.3. The Parties warrant that all systems and operations which it utilises to perform its obligations set out in this Agreement will be subject to best industry information security practices and procedures to prevent:

10.3.1. a Data Compromise, Loss, damage or unauthorized destruction; and 10.3.2.

unlawful access to, or processing of Confidential Information. 10.4. Upon the termination or expiration of this Agreement for any reason, or upon the other party's earlier request, each Party will deliver to the other Party all of the Confidential Information in tangible form that the Party may have in its possession or control which belongs to the other Party and provide a warranty that all other Confidential Information has been destroyed.

11. INTELLECTUAL PROPERTY RIGHTS

11.1. The Service Provider shall retain its ownership in any and all Intellectual Property, work or materials, including but not limited to product specifications, technology specifications, designs, pitch ideas, raw ideas, product demonstrations, incomplete designs or content, data analytics, reporting mediums and methods, or research.

11.2. The Company will not, under any circumstances whatsoever, acquire any rights in the Service Provider's Intellectual Property beyond those granted herein.

11.3. Similarly, the Service Provider will not, under any circumstances whatsoever, acquire any rights in the Company's Intellectual Property beyond those granted herein.

11.4. The Service Provider grants the Company a non-transferable, revocable, non-exclusive, and limited license, without the right to sub-license, to access and use the Services, for the subsistence of this Agreement.

11.5. The Parties will not cause or permit anything to be done which may adversely affect any element of the other Party's Intellectual Property, or rights in and to its Intellectual



Property, and will not attack or assist in any attack on the validity, and/or registration of the Intellectual property of the other Party.

11.6. Intellectual Property relating to the other Party may only be used to fulfil the terms of this Agreement and may not be reversed engineered, modified, analysed, scanned, copied, or extracted.

11.7. All Intellectual Property created, developed, devised, or acquired pursuant to this Agreement, either by the Company and the Service Provider jointly, or by the Company pursuant to its relationship with the Service Provider, shall be owned by the Service Provider. To the extent that any such Intellectual Property does not automatically vest in the Service Provider, the Company, to the extent that it is legally entitled to do so, hereby assigns to the Service Provider, all of its rights, title, and interest in and to such intellectual property.

11.8. The Parties obligations in respect of the Intellectual Property under this Agreement will survive the termination of this Agreement.

12. WARRANTIES

12.1. The Parties warrant, undertake and represent that they have:

12.1.1. the legal capacity, power and authority to enter into and perform in terms of this Agreement; 12.1.2. complied with all applicable laws and regulations in the respective jurisdictions applicable to their businesses; 12.1.3. no actions, suits or proceedings or regulatory investigations pending or, to that Party's knowledge, threatened against or affecting that party before any court or administrative body or arbitration tribunal that might affect the ability of that Party to meet and carry out its obligations under this Agreement; and 12.1.4. to the best of their knowledge, disclosed true and correct information and data to each other at all material times.

12.2. The Parties further warrant, undertake and represent that they shall:

12.2.1. at all times perform their obligations and responsibilities under this Agreement in an efficient and effective workmanlike manner and in accordance with all the applicable legal requirements and industry practices and standards; and 12.2.2. comply with all Data Protection Legislation and will maintain and enforce policies, procedures and systems to safeguard the integrity of Confidential Information and prevent unauthorised use of Confidential Information.

13. DATA PROTECTION



13.1. The Parties shall only supply or process data or personal information in compliance with the requisite privacy, data protection, financial regulations, or any other applicable laws and relevant Data Protection Legislation in existence at the time of the execution of this Agreement between the Parties.

13.2. The Service Provider's Privacy Statement on its website explains how the Service Provider collects, shares and uses personal information of data subjects in its business interactions and service offering, and how data privacy rights can be exercised.

13.3. The Service Provider undertakes that it will process any Relevant Information or Personal Information that the Company provides it with, including with respect to Company Customers, in accordance with its duties and obligations under the relevant Data Protection Legislation in existence at the time of the execution of this Agreement between the Parties.

14. LIABILITY AND INDEMNITY

14.1. To the fullest extent permissible by law, the Service Provider disclaims all warranties, any representations of fitness for purpose of any kind, whether express or implied, in respect of the Services and the Company utilises the Services at its own risk.

14.2. The Company agrees that the Service Provider is unable to, and is not required to, guarantee a particular result or set of commercial results.

14.3. The Company agrees that neither the Service Provider or the Service Provider's associates, employees, officers, directors and successors shall be liable for any Losses arising as a result of the Company's negligence, erroneous payments and/or failure to furnish the Service Provider with adequate information it requires in order to render the Services.

14.4. The Service Provider hereby indemnifies the Company from any Losses which may arise as a result of the Service Provider's breach of this Agreement, unlawful conduct, wilful misconduct, negligence and/or gross negligence.

14.5. The Company hereby indemnifies the Service Provider and the Service Provider's associates, employees, officers, directors and successors from any Losses which may arise as a result of the Company's breach of this Agreement, erroneous payments, unlawful conduct, wilful misconduct, negligence and/or gross negligence.

14.6. Each Party shall irrevocably and unconditionally indemnify each other Party, its associates, employees, officers, directors and successors against all claims, legal actions, administrative sanctions and enforcement orders made by a regulatory authority



(including the costs or expenses arising from such claims or legal actions) instituted by any third party against the indemnified party which claim or legal action is as a result of:

14.6.1. breach of any warranty granted by the indemnified party in terms of this Agreement or Annexure; or 14.6.2. negligence, fraud, breach, unlawful activity, misconduct or non-compliance with this Agreement or any applicable laws by the indemnifying party.

15. FORCE MAJEURE AND INTERRUPTION EVENTS

15.1. If either Party is prevented, whether in whole or in part, or delayed from performing any of its duties, functions or obligations under this Agreement, whether timeously or at all, due to an Interruption Event (subject to the provisions of clause 15.1.2), such Party shall be relieved of its obligations in terms of this Agreement during the period that the Interruption Event and its consequences continue, only to the extent so prevented, and may not be liable for any Losses which the other Party may suffer as a result.

15.2. If either Party to this Agreement is prevented from or delayed in performing any of its obligations under this Agreement by an Interruption Event, then it will notify the other Party in writing of the nature and expected duration of such Interruption Event and of the obligations, performance of which are thereby delayed or prevented and both Parties will thereupon be excused from the performance or punctual performance, as the case may be, of their respective obligations from the date of such notification for so long as the Interruption Event may continue.

15.3. The Party prevented from or delayed in performing any of its obligations will use all reasonable endeavours to overcome or abate the effect of such event of force majeure as soon as possible.

15.4. In the event that the Interruption Event exceeds:

- 15.4.1. 20 (twenty) consecutive days, and in the event that alternative services and/or facilities cannot be provided by the Interrupted Party or its nominee, the Parties agree to meet and negotiate the suspension, termination or restructuring of this Agreement; or
- 15.4.2. 3 (three) consecutive months, and in the event that alternative services and/or facilities cannot be provided by the Interrupted Party or its nominee, either Party may terminate this Agreement and shall only remain liable for performance under this Agreement which fall due immediately prior to the Interruption Event.

16. GOVERNING LAW AND DISPUTE RESOLUTION



16.1. The validity, interpretation, construction, and performance of this Agreement shall be governed by the laws of England and Wales, United Kingdom, irrespective of where this Agreement was signed and executed between the Parties and irrespective of where the Parties fulfil their obligations and duties in terms of this Agreement.

16.2. In the event of there being any dispute or difference between the Parties arising out of this Agreement, the said dispute or difference may, on written demand by either Party, be submitted to Arbitration Lithuania. The arbitration shall be governed by the London Court of International Arbitration practice and procedures in relation to arbitrations in July 2013 (the “Rules of Arbitration”) as agreed between the Parties. In the event that the Parties are unable to agree on the arbitrator(s) or the Rules for Arbitration, either Party may, upon giving written notice to the other Party, apply to the President or Deputy President for the time being of the London Court of International Arbitration for the appointment of an arbitrator or arbitrators and for any decision on rules that may be required.

16.3. The Parties irrevocably agree that the decision in any Arbitration proceedings:

- 16.3.1. will be binding on all of them; and
- 16.3.2. may be made an order of any court of competent jurisdiction.

16.4. Nothing contained herein shall be deemed to prevent or prohibit either Party from applying to the appropriate court for urgent relief.

16.5. The provisions of this Clause will continue to be binding on the Parties notwithstanding any termination or cancellation of the Agreement.

17. NOTICES AND DOMICILIA

17.1. The Parties choose the following addresses at which they shall accept delivery of any communications and/or notices, and service for all legal processes:

THE SERVICE PROVIDER Email address: support@alphaspay.com

THE COMPANY

Email address: [To be provided by the Company]

17.2. Every communication and/or notice, consent or other communication required or permitted under this Agreement will be in writing and will be deemed to have been received by the addressee:

- 17.2.1. if delivered by hand, on the business day following delivery;
- 17.2.2. if sent by courier, on the 5th day following dispatch by courier; and



- 17.2.3. if sent by email, on the date of dispatch and at the time recorded by the computer/mobile device used by the sender, or when an acknowledgment of receipt is received.

17.3. Either Party may change its address and contact details by written notice to the other Party, provided that the change shall be effective on the 10th (tenth) business day after the receipt of the notice of change of address and contact details.

18. GENERAL

18.1. Whole Agreement

This Agreement constitutes the whole Agreement between the Parties as to the subject matter hereof and no agreement, representations or warranties between the Parties, other than those set out herein, are binding on the Parties.

18.2. No Variation

No contract varying, adding to, deleting from or cancelling this Agreement, and no waiver of any right under this Agreement, shall be effective unless reduced to writing and signed by or on behalf of the Parties.

18.3. Cession and Assignment

The Company shall not be entitled to cede, assign, novate or otherwise transfer any of its rights, interests or obligations in terms of this Agreement or any part thereof or any benefit or obligation arising under the Agreement, without the prior written consent of the other Party. The Service Provider may freely cede, assign, novate or otherwise transfer any of its rights, interests or obligations in terms of this Agreement or any part thereof or any benefit or obligation arising under the Agreement, without the prior written consent of the other Party.

18.4. No Indulgences

No latitude, extension of time or other indulgence, which may be given or allowed by a Party to another in respect of the performance of any obligation hereunder or enforcement of any right arising from this Agreement and no single or partial exercise of any right by any Party shall, under any circumstances, be construed to be an implied consent by such Party or operate as a waiver or a novation of, or otherwise affect any of that Party's rights in terms of or arising from this Agreement or estop such Party from enforcing, at any time and without notice, strict and punctual compliance with each and every provision or term hereof.



18.5. No Partnership or Agency

The Parties are independent and are not partners, principal and agent or employer and employee and this Agreement does not establish any joint venture, trust, fiduciary, or other relationship between them, other than the contractual relationship expressly provided for in it. None of the Parties shall have, nor shall represent that they have, any authority to make any commitments on the other Party's behalf.

18.6. Survival of Rights, Duties, and Obligations

Termination of this Agreement for any cause whatsoever shall not release either Party from any liability which at the time of termination has already accrued to the other or which thereafter may accrue in respect of any act or omission prior to such termination.

18.7. Severability

In the event that any of the provisions of this Agreement are found to be invalid, unlawful, or unenforceable, such terms will be severable from the remaining terms, which shall continue to be valid and enforceable.

18.8. Counterparts

This Agreement may be executed in two counterparts, each of which shall be deemed an original and together shall constitute one and the same instrument.

18.9. Request for Information

Service Provider shall have the right to request, and the Company agrees to provide, all necessary information required for the Service Provider to effectively perform its obligations under this Agreement). This includes, but is not limited to, customer details (e.g., name, contact details), transaction documents (e.g., Booking Forms, Sale and Purchase Agreements), relevant financial information, technical data and specifications, compliance and regulatory information, operational procedures and policies, historical data relevant to the Services provided, and any other information deemed necessary by the Service Provider. The Company agrees to provide the requested information in a timely manner, within 5 business days from the date of the request, in an accessible and usable format, and where applicable, in electronic form. The Company warrants that all

information provided shall be accurate, complete, and up-to-date, and will promptly notify the Service Provider of any changes. Both parties agree to maintain the confidentiality of all exchanged information, using it solely for fulfilling obligations under this Agreement and not disclosing it to third parties without prior written consent, except as required by law.



Should the Company fail to provide the requested information within the specified timeframe, the Service Provider shall not be liable for any delays or failures in performance resulting from the lack of necessary information, and may suspend performance until the information is provided. Disputes related to the provision of information shall be resolved as per the dispute resolution procedures in this Agreement.

19. OUTSOURCING OF OBLIGATIONS

The Company acknowledges and accepts that the Service Provider may, at its discretion, outsource any of its obligations under the Agreement to its Subsidiaries.



ANNEXURE “A” – SERVICES

1. OVERVIEW OF SERVICE OFFERING

1.1. Company Customers who seek to make payments to the Company through means of cryptocurrency payments shall be able to do so by utilizing a live cryptocurrency payment link created by the Service Provider through its Alphaspay Pay Console and Interface.

1.2. In order to complete the payment, the relevant Company employee support resource will log into the Alphaspay Pay Console and Interface, wherein a live payment link for the Fiat Amount owing for that specific transaction payment shall be created and sent to the Company Customer.

1.3. The payment amount due, owing and payable shall be the total of the sum payable by the Company Customer to the Company for the intended transaction, and the Commission payable by the Company Customer to the Service Provider. It is the sole responsibility of the Company Customer to pay this sum in full through the payment link.

1.4. Being a live link, the Company Customer will be given access to the spot amount of cryptocurrency due, owing and payable in respect of the payment, as well as a wallet address or QR code for payment execution.

1.5. Once the full payment has been made by the Company Customer, the cryptocurrency, less the amount of the Commission collected by the Service Provider, is then instantly converted to a USD equivalent Fiat Amount, which is then made available for settlement with the Company in accordance with clause 2 of this Annexure.

1.6. The Service Provider shall be responsible for conducting the necessary Anti-Money Laundering (“AML”) due diligence to safeguard and verify the legitimacy of all cryptocurrency payments received into the Service Provider’s Alphaspay Pay ecosystem, through the use of a regulator-approved AML software.

1.7. An overview of the AML checks that are conducted and performed by the Service Provider has been distributed and provided to the Company and are in place to prevent the receipt of any previously tainted or sanctioned cryptocurrency from a Company Customer.



ANNEXURE “B” – COMMISSIONS

1. COMMISSIONS

1.1. The Service Provider shall be entitled to Commission of each payment made by a Company Customer to the Company and processed by the Service Provider in the amount communicated to the Company by a representative of the Service Provider.

1.2. The Commission shall be deducted directly from the amount paid by the Company Customer through the payment link.

1.3. Payment of the Commission shall be the sole responsibility of the Company Customer and the Company shall not be liable for payment of the same.



Client Disclosure Schedule

1. Alphaspay Group of Companies

1.1. Alphaspay maintains a corporate presence in various legal jurisdictions, including but not limited to Lithuania and Estonia. To guarantee the provision of optimal services to you, Alphaspay delegates its service-related responsibilities to its affiliated subsidiaries that possess the most apt capabilities for delivering such services. All corporate entities encompassed within this corporate group possess valid licenses and operate under regulatory oversight. This Client Disclosure Schedule is being furnished in accordance with relevant regulations, with the intent of apprising you of all protective measures extended to you.

1.2. The Alphaspay Group of Companies (“Alphaspay Group” or “Alphaspay”) comprises the following entities:

1.2.1. **Alphaspay**, a company, and having its registered office at 5577 153A STREETSUITE 207SURREY BC V3S 5K7 – CANADA.

2. Disclosures in line with the applicable regulatory bodies

3. Client reports on services and products provided by the Alphaspay Group

3.1. The Alphaspay Group shall ensure that all client reports or marketing information complies with the following conditions:

- 3.1.1. The information includes the name of the Alphaspay entity;
- 3.1.2. The information is accurate and always gives a fair and prominent indication of any relevant risks when referencing any potential benefits of a product or service;
- 3.1.3. The information uses a font size in the indication of relevant risks that is at least equal to the predominant font size used throughout the Information provided, as well as a layout ensuring such indication is prominent;
- 3.1.4. The information is sufficient for, and presented in a way that is likely to be understood by, the average member of the identified target market to whom it is directed, or by whom it is likely to be received;
- 3.1.5. The information does not disguise, diminish or obscure important items, statements or warnings;



- 3.1.6. The information is consistently presented in the same language throughout all forms of information and marketing materials that are provided to you, unless you have accepted to receive information in more than one language;
- 3.1.7. The information is up to date and relevant to the means of communication used.

4. Client classification disclosures

4.1. Alphaspay hereby informs you that, in accordance with applicable laws, regulations, and business policies, Alphaspay is required to categorise its clients for the provision of services and products it offers under its client agreements.

4.2. Client categorisation is a process that classifies clients into different categories based on various criteria, such as the nature of the client's business, the client's experience and knowledge, and the client's financial situation. This categorisation helps Alphaspay to determine the level of regulatory protection and the type of services and information that can be provided to you.

4.3. Alphaspay reserves the right to assign you to a specific client category, which may include but is not limited to (for more information regarding categorization please refer to Table A below):

- 4.3.1. Markets in Financial Instruments Directive (“MiFID”)
 - 4.3.1.1. Retail Clients;
 - 4.3.1.2. Professional Clients; or
 - 4.3.1.3. Eligible Counterparties.

4.4. Alphaspay will assess and determine the appropriate client category for you based on the information provided by you and any other relevant factors. You shall promptly notify Alphaspay of any changes in their circumstances that may affect their categorisation.

4.5. Alphaspay will provide you with written notification of your assigned client category upon completion of the categorisation process. You acknowledge that your assigned client category may affect the scope of services, protections, and information available to you under the client agreement.

4.6. You understand and agree that Alphaspay’s determination of your client category is based on the information available at the time of categorisation. You shall promptly notify Alphaspay if there are any material changes to your circumstances that may impact your assigned client category.

Table A

Regulatory Regime	Category	Note
MiFID	Professional Client	<ul style="list-style-type: none"> • Credit institutions • Investment firms • Other authorised or regulated financial institutions • Insurance undertakings • Collective investment schemes and management companies of pension funds • Commodity and commodity derivatives dealers • Locals • Other institutional investors • Large undertakings meeting two of the following size requirements, on a proportional basis: <ul style="list-style-type: none"> • Balance sheet total: at least €20,000,000 • Net turnover: at least €40,000,000 • Own funds: at least €2,000,000 • National and regional governments, public bodies that manage public debt, central banks, international, and supranational institutions • Other institutional investors whose main activity is to invest in financial instruments, including entities dedicated to the securitisation of assets or other financial transactions
MiFID	Retail Client	<ul style="list-style-type: none"> • Any Clients not falling within the Professional Client list

MiFID	Eligible counterparties	<ul style="list-style-type: none"> • Investment firms or other investment firms • Credit institutions • Insurance companies • UCITS and UCITS management companies • Pension funds and their management companies • Other financial institutions authorized by a Member State or regulated under Community legislation or the national law of a Member State • Undertakings exempted from the application of the law in accordance with MIFID, as per Articles (l), (k), and (l) of subsection (2) of section 3 • National governments and their corresponding offices, including public bodies that deal with public debt • Central banks and supranational institutions
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