Service Agreement

1. Agreement Overview

This Service Agreement (the "Agreement") is entered into by and between **TDXC Digital Solutions FZ-LLC**, a company registered in the Ras Al Khaimah Economic Zone (RAKEZ), United Arab Emirates (hereinafter "Service Provider" or "TDXC"), and the **Client** (the entity or person subscribing to the services, hereinafter "Client"). This Agreement sets forth the terms and conditions under which the Service Provider will deliver virtual card services and related support to the Client. **By countersigning this Agreement, the Client acknowledges and agrees to all the terms and conditions herein**, and the Agreement becomes effective on the date of the Client's countersignature (the "Effective Date"). TDXC shall be the primary executing party of this Agreement, and the Client's signature constitutes acceptance of these terms.

2. Definitions

For the purposes of this Agreement, the following terms shall have the meanings set forth below:

- **Service Provider**: TDXC Digital Solutions FZ-LLC, including its successors and authorized assigns.

- **Client**: The individual or legal entity that accepts and signs this Agreement to receive the Services.

- **Services**: The suite of services provided by the Service Provider under this Agreement, including access to virtual payment card facilities via an online dashboard, technical support, reporting, and customer service assistance, as described in Section 3.

- **Virtual Card**: A non-physical (digital) payment card or account issued or provided through the Service Provider's platform, which the Client can use for electronic transactions.

- **Dashboard**: The online platform or interface provided by the Service Provider through which the Client can access and manage the Virtual Cards and related Services.

- **Subscription Plan**: The specific plan or package of Services selected by the Client, which defines the applicable fees (including any top-up fees and per-card monthly fees) and usage limits.

- **Top-Up Fee**: A fee charged by the Service Provider when the Client adds funds or credit to the Service (for example, funding the virtual card account or wallet), as per the Subscription Plan.

- **Monthly Card Fee**: The recurring fee charged per active Virtual Card on the Client's account, as specified in the Subscription Plan.

- **Confidential Information**: Any non-public information, whether oral, written, electronic, or in any other form, disclosed by one party to the other under this Agreement that is designated as confidential or that should reasonably be understood to be confidential, including but not limited to business strategies, financial information, customer data, and technical specifications.

- **Effective Date**: The date on which this Agreement is countersigned by the Client, upon which date this Agreement becomes effective and binding on the parties.

3. Scope of Services

The Service Provider shall provide the following Services to the Client during the term of this Agreement:

- **Virtual Card Access via Dashboard**: TDXC will provide the Client with access to an online **Dashboard** where the Client can create, manage, and use Virtual Cards. This includes the ability to issue new Virtual Cards (subject to any limits in the Subscription Plan), view card details and transaction history, and manage card settings such as spending limits or card activation/deactivation.

- **Technical Support**: The Service Provider will offer technical support to the Client to assist with any issues related to the use of the Dashboard or Virtual Cards. Support will be available through designated channels (e.g. email or a support ticket system) during the Service Provider's standard support hours. The Service Provider will guide the Client in troubleshooting problems and will work diligently to resolve any technical issues that arise.

- **Reporting**: TDXC will provide reporting functionalities or regular reports to the Client, detailing relevant information such as transaction history, card usage, balances, and fees. These reports may be accessible through the Dashboard and/or delivered to the Client periodically (for example, monthly statements or on-demand exportable reports) to help the Client monitor and reconcile their use of the Services.

- **Customer Service Assistance**: The Service Provider will provide customer service to address the Client's inquiries and concerns regarding the Services. This includes guiding the Client on how to use the Services effectively, addressing questions about features or transactions, and promptly investigating and resolving issues or errors that the Client reports.

- **Additional Services**: Any other services or features that are included in the Client's chosen Subscription Plan or that are subsequently agreed to in writing between the parties will be provided by the Service Provider in accordance with the terms of this Agreement.

The Service Provider shall perform the Services in a professional manner and in accordance with applicable laws and regulations. The Client is responsible for ensuring that its use of the Virtual Cards and the Dashboard complies with all applicable laws, regulations, and the terms of this Agreement. The Client's use of the Services shall be solely for legitimate business purposes and subject to any usage guidelines or acceptable use policies provided by the Service Provider.

4. Fees and Payments

In consideration for the Services, the Client shall pay fees to the Service Provider as outlined below:

- **Subscription Fees**: The Client shall pay a subscription fee based on the **Subscription Plan** selected. Subscription fees typically consist of a combination of a **Monthly Card Fee** (a fixed fee per active Virtual Card per month) and any applicable **Top-Up Fees** for adding funds. The specific fee amounts, including the monthly fee per virtual card and top-up fee rates, are set forth in the Client's chosen plan or in a service order form provided by TDXC (incorporated herein by reference).

- **Billing Cycle and Payment Schedule**: Fees are billed on a recurring monthly basis. All charges for each billing period (e.g. one calendar month) are payable **in advance** of the upcoming period. The initial payment covering the first subscription period (and any one-time setup fees, if applicable) is due upon execution of this Agreement or upon the commencement of Services, whichever is earlier. Thereafter, subscription fees for each subsequent month must be paid before the start of that month to ensure uninterrupted service.

- **Payment Methods**: Payment shall be made via one of the following accepted methods, as chosen by the Client: bank **wire transfer**, **USDT** cryptocurrency transfer (on **TRC20** or **ERC20** networks), **Bitcoin (BTC)** transfer, or direct bank transfer in **Euro (EUR)** currency (e.g. via SEPA transfer). The Service Provider will provide the necessary bank account details or cryptocurrency wallet addresses for the chosen payment method. The Client is responsible for any transaction costs (e.g. bank transfer fees or blockchain network fees) so that the full invoiced amount is received by the Service Provider.

- **Currency**: Unless otherwise agreed in writing, all invoices and payments shall be in **United States Dollars (USD)** or **Euros (EUR)**, as indicated by the Service Provider. If payments are made in cryptocurrency (such as USDT or BTC), the value of the payment will be determined at the time of payment or invoicing (as specified by the Service Provider) based on a fair market exchange rate or reference source designated by the Service Provider.

- **Late Payments**: If the Client fails to pay any amount due by the due date, the Service Provider reserves the right to suspend the Services (including disabling access to the Dashboard and Virtual Cards) until all overdue amounts are paid. Additionally, any overdue amounts shall accrue interest at the rate of **1% per month** (or the maximum rate permitted by law, if lower), calculated from the day after the payment due date until the date payment is received in full. The Client shall be responsible for any costs of collection (including reasonable attorneys' fees and expenses) incurred by the Service Provider in pursuing overdue payments.

- **No Refunds**: Except as expressly provided in this Agreement or required by applicable law, all fees paid by the Client are **non-refundable**. This means, for example, that if the Client downgrades their Subscription Plan, reduces the number of Virtual Cards in use, or terminates the Agreement early (except as permitted under Section 5), the Client will not be entitled to any refund or credit for fees already paid for the current term.

- **Taxes**: All fees are exclusive of any applicable taxes (including, but not limited to, value-added tax or VAT). If any such taxes are required by law or regulation, they will be added to the Service Provider's invoices and shall be paid by the Client, unless the Client provides a valid tax exemption certificate. The Client is responsible for any taxes, duties, or similar charges imposed on its payments under this Agreement, including any required withholding taxes. If any withholding or deduction is required by law, the Client will gross-up the payment so that the Service Provider receives the full amount invoiced, net of any such withholdings.

The Service Provider will issue invoices or billing statements to the Client (typically delivered electronically via email or through the Dashboard). The Client agrees to pay all amounts due in accordance with the terms of the invoice and the provisions above. Timely payment of fees is a condition for the continued availability of the Services; failure to pay on time may result in suspension of service as described.

5. Term and Termination

- **Term**: The term of this Agreement shall commence on the Effective Date and shall continue for a minimum initial period of **twelve (12) months** from that date (the "Initial Term"). The Client acknowledges that the subscription to the Services is for at least this 12-month duration and that it may not terminate the Agreement for convenience during the Initial Term, except as otherwise provided herein.

- **Renewal**: After the Initial Term, this Agreement shall automatically renew on a **monthly basis** (or on such extended renewal term as may be specified in the Subscription Plan or agreed by the parties) unless either party gives written notice of non-renewal at least **30 days** prior to the end of the then-current term. Upon each renewal, all terms and conditions of this Agreement shall continue to apply, and the subscription fees may be adjusted by the Service Provider with prior notice to the Client (for example, to reflect changes in

pricing or card quantities for the new term).

- **Termination for Cause**: Either party may terminate this Agreement prior to the end of the Initial Term or any renewal term if the other party materially breaches any material provision of this Agreement and fails to cure that breach within **15 days** after receiving written notice from the non-breaching party detailing the breach. If the Client is the breaching party and the breach is non-payment of fees or another curable monetary default, the cure period for that non-payment breach shall be **7 days** from the Client's receipt of notice. In the event the breach is not cured within the applicable cure period, the non-breaching party may terminate this Agreement by providing written notice of termination to the breaching party, effective immediately or as of a date stated in the notice.

- **Termination for Insolvency or Legal Status**: Either party may terminate the Agreement immediately upon written notice if the other party (a) becomes insolvent or unable to pay its debts as they mature, (b) makes an assignment for the benefit of creditors, (c) files or has filed against it a petition for bankruptcy, receivership, or similar insolvency proceedings that is not dismissed within a reasonable period, or (d) is liquidated or ceases to do business in the ordinary course. In such event, the terminating party shall not be liable to the other for any damages arising solely from the termination (though the Client will remain liable for any Services already rendered or fees due up to the termination date).

- **No Early Termination without Cause**: The Client acknowledges that by committing to the 12-month Initial Term, the Service Provider is allocating resources and potentially offering pricing based on that commitment. Except for a termination by the Client for the Service Provider's uncured material breach or other valid cause as permitted above, the Client is not entitled to terminate this Agreement during the Initial Term for convenience. Any attempt by the Client to terminate early without cause will not affect the Client's responsibility to pay fees for the entire Initial Term. The Service Provider will not refund any prepaid fees for the Initial Term except in cases of termination due to Service Provider's breach or as required by law.

- **Effect of Termination or Expiration**: Upon termination or expiration of this Agreement for any reason: (a) the Service Provider shall promptly deactivate the Client's access to the Dashboard and cease providing the Services (and the Client shall immediately stop using the Services); (b) any and all amounts owed by the Client to the Service Provider up to the date of termination shall become immediately due and payable (including, if the Agreement is terminated by the Client without cause during the Initial Term in violation of the above provisions, the remaining fees for the Initial Term as liquidated damages for early termination); (c) each party shall return or destroy (at the disclosing party's direction) any Confidential Information of the other party in its possession, as further described in Section 7; and (d) upon the Client's written request, TDXC will provide the Client with any Client-specific data that was stored on the Service Provider's systems (for example, records of the Client's transactions or account information) in a common electronic form, provided such request is made within **30 days** after termination. After such 30-day period, the Service Provider may delete any Client data in its possession, subject to any retention obligations under law.

- **Survival**: Any provision of this Agreement which by its nature or express terms should reasonably survive termination or expiration (including, but not limited to, accrued payment obligations, confidentiality obligations, limitations of liability, and the governing law and dispute resolution provisions) shall survive the termination or expiration of this Agreement and remain in full force and effect.

6. Service Expectations

The Service Provider will use reasonable efforts to deliver a high-quality and reliable service experience to the Client, as outlined below:

- **Service Availability**: The Service Provider shall endeavor to maintain the availability of the Dashboard and the Virtual Card services on a continuous basis. The Services are generally expected to be available 24

hours a day, 7 days a week, **excluding** periods of scheduled maintenance or unexpected outages. The Service Provider will make commercially reasonable efforts to schedule any planned maintenance during off-peak hours and, when feasible, to provide advance notice to the Client of significant maintenance-related downtime. **No formal uptime guarantee or Service Level Agreement (SLA) is provided** under this Agreement; however, the Service Provider will act diligently to minimize service interruptions and to restore service as soon as practicable in the event of downtime.

- **Support and Response Times**: The Service Provider's support team will provide **technical support and customer service** to the Client as part of the Services. Support is available during the Service Provider's normal business hours (for example, Monday to Friday, 9:00 AM to 6:00 PM Gulf Standard Time, excluding public holidays) unless otherwise specified in the Subscription Plan. The Service Provider will strive to respond to support inquiries within a reasonable time frame. In general, non-urgent inquiries may receive an initial response within **one (1) business day**, while urgent issues (such as a complete inability to access the Dashboard or critical failures affecting card transactions) will be addressed with high priority as soon as possible. These response times are targets and not strict guarantees, but TDXC will make good faith efforts to resolve issues promptly.

- **Quality of Service**: TDXC will perform the Services with due care, skill, and diligence, in accordance with generally accepted industry practices for similar services. Any personnel or agents of the Service Provider involved in delivering or supporting the Services will be properly trained and qualified. If the Client experiences any problems or errors in the Services, the Service Provider will use reasonable efforts to correct or work around those problems in a timely manner.

- **Client Responsibilities**: The Client is expected to use the Services and the Dashboard in a secure and lawful manner. The Client shall be responsible for maintaining the confidentiality of its account credentials (username, passwords, API keys, etc.) and for all activities that occur under the Client's account. The Client agrees to promptly notify the Service Provider of any unauthorized use of the account or any security breaches (such as suspected theft or leakage of card information). The Client shall also ensure that its systems or networks that interface with the Service Provider's Services are adequately secured against viruses, malware, and unauthorized access, to prevent any harm to the Service.

- **Disclaimer**: Except as expressly set forth in this Agreement, the Services are provided on an "as is" and "as available" basis. The Service Provider does not warrant that the Services will be uninterrupted, error-free, or meet all of the Client's requirements. **All implied warranties or conditions** (including any implied warranties of merchantability, fitness for a particular purpose, or non-infringement) **are hereby disclaimed** to the maximum extent permitted by law. This Section 6 describes the Service Provider's goals and standards for service quality, but it does not impose contractual penalties or guaranteed remedies for failing to meet these goals (as would a formal SLA).

7. Confidentiality

Each party (the "Receiving Party") agrees to maintain in confidence all **Confidential Information** disclosed to it by the other party (the "Disclosing Party"), whether such information is disclosed before or after the Effective Date. The Receiving Party shall use the Disclosing Party's Confidential Information solely for the purpose of fulfilling its obligations or exercising its rights under this Agreement, and shall not disclose such information to any third party except to its own or its affiliates' employees, officers, representatives, or contractors who **need to know** the information for the Receiving Party to perform this Agreement. The Receiving Party shall ensure that any such recipients are bound by confidentiality obligations no less stringent than those set forth in this Agreement. The Receiving Party shall protect the confidentiality of the Disclosing Party's Confidential Information using the same degree of care it uses to protect its own confidential information of a similar nature, but in no event less than a reasonable standard of care.

The obligations in this Section 7 shall not apply to information which the Receiving Party can demonstrate: (a) is or becomes generally publicly available through no breach of this Agreement or wrongful act of the Receiving Party; (b) was already known to the Receiving Party, without confidentiality restrictions, at the time of disclosure by the Disclosing Party; (c) is lawfully obtained by the Receiving Party from a third party who has the right to disclose it without breach of any confidentiality obligation; or (d) is independently developed by the Receiving Party without use of or reference to the Disclosing Party's Confidential Information.

In the event the Receiving Party is required by law, regulation, or court order to disclose any of the Disclosing Party's Confidential Information, the Receiving Party shall (to the extent permitted by law) provide prompt written notice to the Disclosing Party before making any such disclosure, so that the Disclosing Party may seek a protective order or other appropriate remedy. If a protective order or other remedy is not obtained, the Receiving Party may furnish only that portion of Confidential Information that it is legally required to disclose, and will use reasonable efforts to ensure that confidential treatment will be accorded to the disclosed information.

Each party's confidentiality obligations shall commence on the Effective Date and continue for the term of this Agreement **and for a period of five (5) years** after termination or expiration, or for as long as the information remains a trade secret, whichever is longer. Upon the Disclosing Party's request or upon termination of the Agreement (whichever comes first), the Receiving Party will promptly return or, at the Disclosing Party's election, destroy all materials (whether in written, electronic, or other form) containing the Disclosing Party's Confidential Information, and will certify in writing its compliance with the foregoing if requested. Notwithstanding the return or destruction of Confidential Information, the Receiving Party will continue to be bound by the confidentiality obligations herein for the time period stated above.

8. Limitation of Liability

- **Exclusion of Certain Damages**: To the maximum extent permitted by law, **neither party shall be liable** to the other for any indirect, incidental, consequential, special, exemplary, or punitive damages of any kind, nor for any loss of profits, loss of revenue, loss of business opportunity, loss of anticipated savings, loss of goodwill, loss of data, or business interruption, arising out of or in connection with this Agreement or the Services, even if the possibility of such damages or losses was advised or foreseeable. Each party agrees that this exclusion of liability is a reasonable allocation of risk.

- **Liability Cap**: To the maximum extent permitted by law, each party's **total aggregate liability** arising out of or related to this Agreement, whether in contract, tort (including negligence), or otherwise, shall not exceed the total amount of fees actually paid (or due to be paid) by the Client to the Service Provider under this Agreement in the **twelve (12) months** immediately preceding the event giving rise to the claim. If the event occurs in the first 12 months of the Agreement, the liability cap shall be calculated as the average monthly fees paid or payable up to the event, multiplied by 12. This limitation of liability is cumulative and not per-incident (meaning multiple claims shall not enlarge the cap).

- **Exceptions**: Nothing in this Agreement is intended to exclude or limit either party's liability for: (a) death or personal injury caused by that party's negligence or willful misconduct; (b) fraud or fraudulent misrepresentation; or (c) any liability which cannot be excluded or limited under applicable law (such as certain statutory liabilities). Additionally, the above limitations and exclusions shall not apply to the Client's obligation to pay any due fees under this Agreement, nor to either party's liability for misuse or disclosure of the other's Confidential Information or infringement of the other's intellectual property, to the extent such liability may be excluded from these limitations by law.

The parties acknowledge that the fees and terms of this Agreement have been determined with reference to the foregoing allocation of risk and the limitations of liability set out above, and that each party fully accepts these limitations. These limitations will apply even if any limited remedy fails of its essential purpose.

9. Governing Law and Dispute Resolution

This Agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter shall be governed by and construed in accordance with the laws of the **United Arab Emirates**, and specifically the laws and regulations applicable in the Emirate of **Ras Al Khaimah**.

The parties agree that the courts of Ras Al Khaimah, UAE shall have **exclusive jurisdiction** to settle any dispute or claim that arises out of or in connection with this Agreement or its subject matter. Each party irrevocably submits to the jurisdiction of such courts.

Notwithstanding the above, before resorting to litigation, the parties shall in good faith attempt to resolve any dispute arising under this Agreement through amicable negotiations. If a dispute cannot be resolved through direct negotiation, the parties may (by mutual agreement at that time) seek to resolve the dispute through mediation or arbitration in Ras Al Khaimah under the rules of a recognized arbitration center, provided that unless and until both parties agree in writing to such mediation or arbitration, either party remains free to bring a claim before the courts of Ras Al Khaimah as stated above.

10. Miscellaneous

- **Entire Agreement**: This Agreement, including any schedules, annexes, or order forms expressly incorporated by reference, constitutes the entire agreement between the Service Provider and the Client with respect to the subject matter hereof, and supersedes all prior and contemporaneous agreements, proposals, negotiations, representations, and understandings, whether written or oral, relating to the subject matter of this Agreement. Each party acknowledges that in entering into this Agreement, it does not rely on any statement, representation, warranty, or agreement that is not expressly set out in this Agreement.

- **Amendments**: No modification, amendment, or waiver of any provision of this Agreement shall be effective unless it is in writing and signed by authorized representatives of **both** parties. This includes any change to the scope of Services, fees, or contract duration. The requirement for a written amendment also applies to any waiver of rights: for any waiver to be binding, it must be explicit and in writing.

- **Assignment**: The Client may **not assign or transfer** this Agreement (in whole or in part), nor delegate any of its rights or obligations hereunder, without the prior written consent of the Service Provider. Any attempted assignment by the Client in violation of this provision shall be null and void. The Service Provider may assign or transfer this Agreement, in whole or in part, to an affiliate or to a successor entity (for example, in the event of a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets) by providing notice to the Client. This Agreement will be binding upon and will inure to the benefit of the parties hereto and their respective permitted successors and assigns.

- **Force Majeure**: The Service Provider shall not be liable for any failure or delay in the performance of its obligations under this Agreement if such failure or delay is caused by circumstances beyond its reasonable control, including but not limited to acts of God, natural disasters (such as floods, earthquakes, or hurricanes), fire, epidemic or pandemic, war, riots, civil disturbances, acts of terrorism, governmental actions or orders, labor strikes or shortages, failures of utilities or telecommunications, or disruptions of the internet (each a **"Force Majeure Event"**). In the event of a Force Majeure Event, the Service Provider shall promptly notify the Client of the occurrence and use diligent efforts to mitigate the impact and duration of the delay or failure. The time for performance of the affected obligations shall be extended by a period equivalent to the duration of the Force Majeure Event. If a Force Majeure Event continues for an uninterrupted period exceeding **thirty (30) days**, either party may terminate this Agreement upon written notice to the other party without further liability (other than the Client's obligation to pay for services already rendered or costs incurred up to the date of termination).

- **Notices**: All notices or other communications required or permitted under this Agreement shall be in writing and shall be deemed given: (i) when delivered by hand or courier, upon actual delivery; (ii) when sent by registered or certified mail (with return receipt requested, or by an internationally recognized express mail service), upon acknowledgment of receipt by the receiving party; or (iii) when sent by email, upon the sender's receipt of an email acknowledgment or read receipt, or if no read receipt is requested, then upon confirmation that the email was successfully delivered to the recipient's server. Notices shall be sent to the addresses (physical or email) of the parties as specified in the Subscription Plan, order form, or other document by which the Client signed up for the Services, or to such other address as either party may designate by written notice to the other from time to time. It is the responsibility of each party to notify the other of any change in its contact information for notice purposes.

- **No Waiver**: The failure of either party at any time to enforce any provision of this Agreement or to exercise any right or remedy available to it (including a delay in enforcing or exercising the same) shall not be construed as a waiver of such provision, right, or remedy. Any waiver of any provision of this Agreement or any breach thereof must be in writing and signed by the party against whom the waiver is asserted. A waiver of one provision or breach shall not be deemed to be a waiver of any other provision or of any subsequent breach.

- **Severability**: If any provision of this Agreement (or portion thereof) is held by a court of competent jurisdiction to be invalid, illegal, or unenforceable, that provision or portion shall be deemed modified to the minimum extent necessary to make it enforceable (if possible), and the remaining provisions of this Agreement shall remain in full force and effect. If such modification is not possible, the invalid or unenforceable provision shall be severed from this Agreement, and the rest of the Agreement shall be interpreted and enforced as if such provision were never included. In such case, the parties shall negotiate in good faith to replace the severed provision with a valid and enforceable provision that, as closely as possible, achieves the original intent of the parties.

- **Relationship of the Parties**: The relationship between the Service Provider and the Client is that of **independent contractors**. Nothing in this Agreement is intended to, or shall be deemed to, create a partnership, joint venture, agency, franchise, or fiduciary relationship between the parties. Neither party is an agent or representative of the other, and neither party has the right or authority to make any representation, warranty, or commitment on behalf of the other (unless expressly provided otherwise herein). The Client and the Service Provider each remain solely responsible for their own taxes, obligations, and the direction of their employees.

- **Counterparts and Execution**: This Agreement may be executed in one or more counterparts, each of which will be deemed an original, but all counterparts together constitute one and the same instrument. Signatures transmitted by electronic means (including scanned PDF copies or via a recognized electronic signature platform) shall be deemed valid and binding as if originals. This Agreement is prepared by the Service Provider and will be signed by an authorized representative of TDXC. The Client's countersignature (whether physical or electronic), including the act of signing any order form or agreement that expressly incorporates the terms of this Service Agreement by reference, constitutes the Client's acceptance of and agreement to all the terms and conditions of this Service Agreement. Once the Client has countersigned (or otherwise indicated acceptance), this Agreement becomes effective and binding on both parties.

- **Authority to Sign**: Each person signing this Agreement represents and warrants that they have the full legal authority to bind the party on whose behalf they are signing. The Client, by signing this Agreement (whether by physical signature or electronic acceptance), confirms that it agrees to be legally bound by all of its terms and conditions.