

SERVICE AGREEMENT

13/03/2023

WallBTC s.r.o., ID: 06574963, legal address: Lublaňská 267/12, Vinohrady, 120 00 Praha 2, Prague, Czech Republic, a company established under laws of Czech Republic (hereinafter – “WallBTC”), represented by Anatolii Berdnikov

and

SPACEBOT LTD, company number 12377061, registered address 63 - 66 Hatton Garden 5th Floor, Suite 23, London, England, EC1N 8LE (hereinafter - “SPACEBOT”), a company established under laws of United Kingdom, represented by Daniyar Tungushpay

hereinafter WallBTC and SPACEBOT are referred collectively to as the "Parties" and each separately as a "Party".

WHEREAS:

- A. SPACEBOT is cryptocurrency wallet providing the ability to store digital currencies (hereinafter - “Cryptocurrency WalletPlatform”);
- B. WallBTC is Anti-Fraud Platform with the focus on the prevention of fraudulent transactions and the Service Provider of purchasing cryptocurrencies for SPACEBOT clients and can gather money paid by credit and/or debit cards;
- C. SPACEBOT is in need of WallBTC services to provide an option to buy cryptocurrencies via credit and/or debit cards,

IN CONSIDERATION OF the matters described above and of the mutual benefits and obligations set forth in this Agreement, the receipt, and sufficiency of which consideration is hereby acknowledged, the Parties agree as follows:

1. SUBJECT-MATTER OF THE AGREEMENT

1. Under terms and conditions of this agreement, WallBTC undertakes to provide SPACEBOT clients with services of purchasing cryptocurrencies, whereas SPACEBOT undertakes to pay commissions to WallBTC.

2. PROVIDED SERVICES, COMMISSION FEES, AND BITCOIN TRANSFER

1. WallBTC undertakes to provide SPACEBOT clients with services of purchasing cryptocurrencies on the cryptocurrency exchange platform launched by SPACEBOT.
2. WallBTC undertakes to provide SPACEBOT an API (Application Programming Interface) to implement it in the website, <https://wallbtc.com>, which will allow both parties to track payments that are made exactly for the purchase of cryptocurrencies by the clients of SPACEBOT
3. WallBTC services provided to SPACEBOT will also include all the chargeback risks, bank and credit/debit company processing fees, and rolling reserve services.
4. The commission fee rate paid by the clients of SPACEBOT is 5% of gathered money during the process of buying cryptocurrencies on the site of SPACEBOT. The commission fee rate is fixed and shall not be changed within the term of the Contract validity.
5. The commission fee will be calculated and deducted by the WallBTC at the moment of sending BTC into SPACEBOT BTC wallet address. The amounts of BTC that SPACEBOT will receive will be free of any commission fee. No invoices will be issued.
6. The fee rate to be paid by SPACEBOT is 7200 EURO (seven thousands and two hundred euros) non refundable for the full year (twelve months) of using WallBTC's platform.
7. WallBTC will provide the secret keys for the integration once the signed agreement is received together with the first settlement from point 6.
8. Transfer of BTC into SPACEBOT BTC wallet address must be made after each payment made by the client of SPACEBOT (after the collected commissions by the WallBTC).
9. WallBTC informed SPACEBOT that the Service Provider cannot gather money paid by the citizens of the United States of America and People's Republic of China and/or made with credit and/or debit cards issued by the banks of mentioned countries.
10. All the data regarding gathered money is sent to SPACEBOT via an application programming interface (API). WallBTC ensures that all the data about gathered money will reach both Parties through application programming interface (API) at the same time and that this data cannot be falsified or changed by one of the Parties or any third party. Any other reports about gathered money are not given. WallBTC must grant SPACEBOT any access/permission/key needed to use the application programming interface (API) (if it is needed) and to help to install it (if such help is needed), before the addition of the option to purchase cryptocurrencies on the website of SPACEBOT.
11. In the event of a unilateral refusal of the contract, the impossibility of performance of The contract due to WallBTC fault, the payments specified in clauses 6 and 7 of The contract shall be returned to SPACEBOT.

3. **CONFIDENTIALITY**

1. The Parties undertake to observe confidentiality and, without the written consent of the other Party, not disclose to any third parties any kind of information, which has become known to them while performing their obligations under this Agreement. However, the provision of information to a third party shall not be considered a breach of confidentiality, if such information is necessary for the purposes of performing the tasks stipulated in this Agreement, also when such information is disclosed to either Party's legal or tax consultants or it is required so under the laws. This clause shall be binding upon the Parties even after the termination of the Agreement.

4. **RESPONSIBILITY**

1. WallBTC is not responsible for the qualitative characteristics of the cryptocurrency exchange platform launched by SPACEBOT. All claims shall be forwarded to SPACEBOT directly.

2. In case SPACEBOT will not provide WallBTC with BTC wallet address by the time of the first payment, the Service Provider will not be held responsible for the delay in the delivery of the funds to SPACEBOT until the moment when SPACEBOT will supply the account address.
3. WallBTC does not hold any responsibilities for the conduct or actions of SPACEBOT, nor is it responsible or involved in any way with any transaction or transfer of any right to, or legal ownership of, any cryptocurrency whatsoever. WallBTC shall not be responsible nor liable for any damage or loss that may arise from the purchase of cryptocurrencies and/or for any consecutive use of cryptocurrencies sold on the cryptocurrency exchange platform launched by SPACEBOT, including display, management, transmission of the cryptocurrencies.
4. WallBTC does not in any way authorize any product, good, application, service or advertisement which may be referred on, through and/or in connection with the cryptocurrency exchange platform organized by SPACEBOT, including for any exchange, third party services and/or tokens.
5. WallBTC will not accept any responsibility for the content, exchange rate, quality, reliability, usability, or the level of service provided by SPACEBOT and will not be liable for any damages or losses whatsoever emerging from or tied to the use or inability to use any goods or services offered by and/or through SPACEBOT, including by other users of the service.
6. WallBTC's responsibility to SPACEBOT for errors or bugs committed by the Service Provider in functionality of API will be to correct such errors or bugs in the Services at no additional cost to SPACEBOT provided, however, that the cryptocurrency exchange platform organizer must promptly advise WallBTC of any such error or bugs of which it becomes aware after having used commercially reasonable efforts to detect any such errors or bugs.
7. Neither party will be liable for any trading losses, loss of profits, indirect, special, punitive, consequential, or incidental loss or damage. Notwithstanding the foregoing, WallBTC shall not be relieved from liability for damages that result from WallBTC gross negligence or willful misconduct

5. DISPUTE RESOLUTION

1. All disputes that arise from this Agreement shall be settled by negotiations between Parties.
2. If the dispute is not resolved within a reasonable period then any or all outstanding issues may be submitted to mediation in accordance with any statutory rules of mediation. If mediation is unavailable or is not successful in resolving the entire dispute, any outstanding issues will be submitted to final and binding arbitration in accordance with the laws of the United Kingdom. The arbitrator's award will be final, and judgment may be entered upon it by any court having jurisdiction within the United Kingdom.
3. It is the intention of the Parties to this Agreement that this Agreement and the performance under this Agreement, and all suits and special proceedings under this Agreement, be construed in accordance with and governed, to the exclusion of the law of any other forum, by the laws of the United Kingdom, without regard to the jurisdiction in which any action or special proceeding may be instituted.

6. MISCELLANEOUS

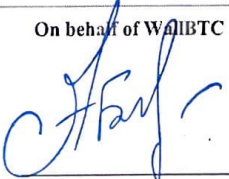

1. This Agreement shall come into force from the moment it is signed and shall continue to be in effect until complete fulfillment of obligations under this Agreement, unless both Parties, by mutual agreement, will terminate this Agreement earlier in accordance with its terms. The confidentiality obligation set forth in Paragraph 3 of this agreement is valid for 3 (three) years after the termination of expiration of this Agreement.
2. In providing the Services under this Agreement it is expressly agreed that the Service Provider is acting as an independent contractor and not as an employee. The Service Provider and the Customer acknowledge that this Agreement does not create a partnership or joint venture between them, and is exclusively a contract for service.
3. Either Party may terminate this Agreement upon written notice if the other Party breached its obligations under this Agreement and the breaching party has failed to remedy that breach within 10 (ten) calendar days after receiving a written notice.

4. All notices and other communication shall be considered to have been duly delivered by e-mail. Parties can also communicate by registered mail or courier. Parties may change their mail addresses and e-mails by written notice to other Party. If such notice is sent by e-mail, that notice shall be sent via e-mail address which was previously used for communication.
5. Except as otherwise provided for in this Agreement, the Parties shall not assign this Agreement or any rights or obligations hereunder to any third party without the prior written consent of the other Party.
6. Credentials of the Parties are these:

<p>WallBTC:</p> <p>Contact person: Anatolii Berdnikov E-mail: info@wallbtc.com Registered address: Lublaňská 267/12, Vinohrady, 120 00 Praha 2, Prague, Czech Republic</p>	<p>Spacebot:</p> <p>Contact person: Daniyar Tungushpay E-mail: info@spacebot.com Registered address: 63 - 66 Hatton Garden 5th Floor, Suite 23, London, England, EC1N 8LE</p>
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7. This Agreement can be signed by electronic signature or by trading scanned copies of signed documents.
8. This Agreement can be changed before its the termination only in the written notice that must be signed by the Parties.
9. If any provision of this Agreement should be or become invalid, in whole or in part, the validity of the remaining provisions shall not be affected. In such a case, the Parties shall agree on a provision in place of the invalid provision, which, as far as possible, has the same legal and economic effect as the invalid provision.
10. This Agreement is concluded in two counterparts of equal legal power, one for each Party.

Both Parties confirms that they understood all the provisions of this Agreement and confirms it with their signatures:

<p>On behalf of WallBTC</p>  <hr style="width: 100%;"/> <p>Anatolii Berdnikov</p>	<p>On behalf of Spacebot</p>  <hr style="width: 100%;"/> <p>Daniyar Tungushpay</p>
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