TERMS AND CONDITIONS

1. Agreement These Terms and Conditions are deemed a binding agreement between the client and Cipratech. By using or otherwise accessing the Services, or clicking to accept or agree to these Terms and Conditions where that option is made available, Client agrees for eligibility for use of the Services and that client has read, understood, and accepted these Terms and Conditions.

2. Eligibility Clients are allowed to use the Services if he/she is eligible in accordance with the law of their residence and/or domicile. Cipratech has no obligation or capability to verify whether a client is eligible to use the Platform and bears no responsibility for Client's use of the Platform.

3. Definitions

3.1 Acceptable Use Policy means Cipratech's policy or policies in respect of the acceptable use of the Platform from time to time.

3.2 Authorized User means a natural person whom the Client has authorized to access and use the Platform. Cipratech may request the Client to provide written and/ or digital confirmation as to the Authorized User's identity. Digital confirmation, if conducted, shall be conducted on a case-by-case basis and in accordance with eIDAS Regulation [(EU) Regulation 910/2014].

3.3 Availability means the date and location, or range of dates and / or locations, where a professional is available to work for a practice.

3.4 Conditions of Service for Practices means any additional conditions for the use of the Platform by Practices from time to time.

3.5 Client Data means any material that Client may provide Cipratech or that is provided to Cipratech on Client's behalf (including material provided by Authorized Users), or any material which Cipratech directly or indirectly collect from the Client, in connection with this agreement or your use of the Platform.

3.6 Engagement means any service relationship, whether on a permanent, temporary, ad-hoc, on-call, or other basis, and whether paid or unpaid, between Cipratech and Client from time to time, and Engage has its corresponding meaning.

3.7 Intellectual Property Rights means all rights conferred by statute, common law or in equity and subsisting anywhere in the world in relation to copyright, inventions (including patents, innovation patents and utility models), trademarks, designs, confidential information, trade secrets, technical data and know-how, topography rights, and rights in databases; any other right resulting from intellectual activity in the industrial, commercial, scientific, literary or artistic fields which subsist or may hereafter subsist; and any license or other similar right from a third party to use any of the above; but excluding any moral rights and similar personal rights which by law are non-assignable. 3.8 Service Fees means the fees

payable to Cipratech for Authorized User's, continued access and use of the Platform from time to time.

3.9 Third Party Provider means third parties whom Cipratech may engage from time to time to perform or provide a service in connection with the Platform including hosting, data warehousing, email, or security services, or to provide a component or service required for a feature of the Platform.

3.10 User Terms and Conditions means Cipratech terms applicable for the use of the platform by any person from time to time.

4. Platform and Services

Client may use the Services under these Terms and Conditions:

4.1 Payment integrations for credit card solutions and alternative payments.

4.2 Digital administration panel for crypto exchange white labels.

5. Waiver

5.1 The Company does not define, suggest and execute any control over regulatory and/ or statutory changes that affect the regulatory environment in which the Client operates.

5.2 Cipratech does not provide regulatory advice or regulatory licensing by any means. In case the Client would like to operate in a regulated environment and/or market, licensing and/or regulatory compliance should be conducted ad-hoc by the Client. Cipratech bears no liability in case of non-conformity with regulated and/or unregulated markets and/or environments.

5.3 Client acknowledges that the Platform is an online service which may change from time to time.

5.4 The Company does not organize or participate in the trade of any Token and cryptocurrency.

5.5 The use of the Platform is subject to these Terms and Conditions and Cipratech's Privacy Policy.

6. Indemnification

6.1 Client agrees to release and to indemnify, defend and hold harmless the Company and its parents, subsidiaries, affiliates and agencies, as well as the officers, directors, employees, shareholders and representatives of any of the foregoing entities, from and against any and all losses, liabilities, expenses, damages, costs (including attorneys' fees and court costs) claims or actions of any kind whatsoever arising or resulting from client's use of the services of third parties and client's violation of these Terms and Conditions.

6.2 Cipratech reserves the right, at its own expense, to assume exclusive defense and control of any matter otherwise subject to indemnification by client and, in such case, client agrees to cooperate with the Company in the defense of such matter.

7. Third-Party Websites and Content

7.1 The Platform may contain links to websites owned or operated by parties other than the Company. Such links are provided for client's reference only, and are not affiliated with Cipratech.

7.2 The Company does not monitor or control resources or success rates outside the Platform and is not responsible for their respective content.

7.3 The inclusion of links to third party resources does not imply any endorsement of the material by the Platform or, unless expressly disclosed otherwise, any sponsorship, affiliation or association with its owner, operator or sponsor, nor does such inclusion of links imply that Cipratech is authorized to use any trade name, trademark, logo, legal or official seal, or copyrighted symbol that may be reflected in the linked website.

7.4 Cipratech does not control the third-party content or monitor it for compliance with any requirement (e.g. truthfulness, integrity, legality). Accordingly, the Company does not bear any liability arising in connection with client's access or use of the third-party content.

8. Risk warning

By accepting these Terms and Conditions, client also acknowledge that client have been warned of the following risks:

8.1 New Technology. Clients understand that related and/ or new technologies are innovative. By this, Cipratech is not liable and/ or in control of adverse changes in external market forces.

8.2 Forks and changes in Cipratech's Platform updates may result in significant and sudden changes to the usability of the Platform.

8.3 Unfavorable regulatory environment. Platform provider technologies have been the subject of scrutiny by various regulatory bodies around the world. The functioning of the Platform could be impacted by one or more regulatory inquiries or actions, including but not limited to restrictions that may be imposed on the Platform by different regulatory governmental agencies.

8.4 Risk of theft and hacking. Hackers or other groups or organizations may attempt to steal Client's data and password in any number of ways. Cipratech adheres to Best Practices of Cyber Security, yet the Company shall not be liable in case of a cyber breach.

8.5 Risk of security weaknesses of the Platform. There is a risk that the Platform may unintentionally include weaknesses or bugs in the source code interfering with the use of or causing the loss of data.

8.6 Internet transmission risks. Client acknowledges that there are risks associated with using the Platform and Services including, but not limited to, the failure of hardware, software, and internet connections.

8.7 Clients acknowledge that Cipratech shall not be responsible for any communication failures, disruptions, errors, distortions or delays clients may experience when using the Platform and Services, however.

9. Warranties and Representations

By entering these Terms and Conditions Client warrants and represents that:

9.1 Client has full capacity to contract under applicable law;

9.2 Client will only be transacting via the Platform with legally-obtained funds that belong to Client;

9.3 Client will not be furthering, performing, undertaking, engaging in, aiding, or abetting any unlawful activity through Client's relationship with Cipratech or through your use of the Platform;

9.4 Client will not use the Platform for illegal purposes, including money laundering of criminal proceeds, transfer or receipt of payment for planning, preparation or commitment of crime, for financing the terrorism and illegal trade;

9.5 Client will not use the Platform for any purpose prohibited by these Terms or in any manner that could damage, disable, overburden, or impair Cipratech;

9.6 Client will comply with and obey all applicable laws, including but not limited to securities and capital market legislation, anti-money laundering and counterfeiting terrorism, consumer protection laws, financial promotion.

10. Warranties; Exclusion of Liability; Indemnification

10.1 The Platform is provided "as is". The Platform is under development, Cipratech cannot guarantee that all program functions will be available for any period in the future or that the functionality of the program will not change dramatically.

10.2 Cipratech and its affiliates make no representations or warranties of any kind, whether express, implied, statutory or otherwise regarding the Platform, including any warranty that the Platform will be uninterrupted, error free or free of harmful components, secure or not otherwise lost or damaged.

10.3 Except to the extent prohibited by law, Cipratech and its affiliates disclaim all warranties, including any implied warranties of merchantability, satisfactory quality, fitness for a particular purpose, non-infringement, or quiet enjoyment, and any warranties arising out of any course of dealings, usage or trade.

10.4 Cipratech shall not have any liability or responsibility for any errors or omissions in performance of the Platform, for your action or inaction in connection with the Platform or

for any damage to Client's computer and/ or data and/ or funds or any other damage client may incur in connection with the Platform.

10.5 In no event shall Cipratech be liable for any direct, indirect, punitive, incidental, special or consequential damages arising out of or in any way connected with the use of the Platform, the delay or inability to use the Platform or otherwise arising in connection with the Platform whether based on contract, tort, strict liability or otherwise, even if advised of the possibility of any such damages.

10.6 Client agrees to defend, indemnify and hold Cipratech harmless from and against any and all claims, damages, costs and expenses, including attorneys' fees, arising from or related to Client's use of the Platform and Services.

10.7 Cipratech makes no representation that Services can be received are applicable or appropriate for use in all jurisdictions.

11. Taxes Cipratech bears no liability for determining whether taxes apply to any of a client's transactions, or for collecting, reporting, or remitting any taxes arising from any transaction.

12. Assignment

12.1 Client may not transfer or assign these Terms and Conditions or any rights or obligations he/she has under these Terms and Conditions without our prior written consent.

12.2 Cipratech reserves the right to freely assign or transfer these Terms and Conditions and the rights and obligations under these Terms and Conditions to any third party at any time without prior notice or consent.

12.3 If Client objects to such transfer or assignment, client may stop using the Platform and terminate these Terms and Conditions by contacting the Company.

13. Jurisdiction and Applicable Law

13.1 The Terms and conditions and any legal relationship between the Parties arising out of or in connection with them shall be governed by and construed in accordance with the law of Hong Kong without regard to its conflict of laws rules.

13.2 The Parties settle all their disputes arising out of or in connection with the Terms and conditions in accordance with the laws of Hong Kong.

14. Dispute Settlement

14.1 The Parties agree to try in good faith to settle through negotiations any dispute, disagreement or claim arising out of or in connection with execution, termination or rescission of these terms and conditions.

14.2 Any dispute arising out of or in connection with this contract, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration under the LCIA Rules, which Rules are deemed to be incorporated by reference into this clause. The number of arbitrators shall be three. The seat, or legal place, of

arbitration shall be London, United Kingdom. The language to be used in the arbitral proceedings shall be English.

15. Miscellaneous

15.1 All communications and documents to be made or given pursuant to these Terms and Conditions must be in the English language. Other languages will not be accepted.

15.2 These Terms and Conditions constitute the entire agreement and understanding of the Parties and supersedes any previous agreement between the Parties relating to the subject matter of these terms and conditions.

15.3 If at any time any one or more of the provisions of these Terms and Conditions is or becomes illegal, invalid or unenforceable in any respect under any law of any jurisdiction neither the legality, validity or enforceability of the remaining provisions of these terms and conditions nor the legality, validity or enforceability of such provision under the law of any other jurisdiction shall be in any way affected or impaired as a result.

15.4 Headings are inserted for the convenience of the parties only and are not to be considered when interpreting this Agreement.

15.5 Words in the singular mean and include the plural and vice versa.

15.6 Words in the masculine mean and include the feminine and vice versa.