

## General Terms

### 1. Introduction

- 1.1. This Agreement is entered into and by Demiurgos Holdings SA, with its principal place of business at Bucharest, 23 Armeneasca Street, room 14, 2<sup>nd</sup> District, and company number 46577970 (hereinafter referred to as “**Supplier**”) and Customer (as identified in the relevant Order Form) on the date the Customer affixes its signature on the Order Form (“**Effective Date**”), which forms a part of this Agreement.
- 1.2. In consideration of the Customer’s payment of the Fees in accordance with the Agreement, Supplier shall provide the Software on and subject to the terms of this Agreement.
- 1.3. Customer acknowledges that this is not an exclusive arrangement and Supplier may at any time perform any part of the Software for other customers.
- 1.4. Furthermore, the Customer hereby acknowledges and represents that it has obtained all necessary rights and licenses, including any from third parties, required to enter into and perform its obligations under this Agreement. The Customer affirms that it is duly authorized to act on its own behalf and on behalf of such third parties in connection with the acquisition and use of the Software. The Supplier's liability under this Agreement shall be solely to the Customer. The Supplier shall not bear any liability to any third parties, including those for whom the Customer acts as a representative or agent, except as expressly provided for in this Agreement.

### 2. Intellectual Property Rights Ownership & Assignment

- 2.1. Subject to section 16, Supplier hereby assigns to the Customer, on the Effective Date, all right, title, and interest as it may have in and to the Software, enabling the Customer to use, modify, and operate the Software in connection with the operation of a Validator Node on the Blockchain Technology (“**Permitted Purpose**”). This assignment includes the right to use the underlying Blockchain Technology solely in conjunction with the operation of the Software.
- 2.2. The assignment under clause 2.1 excludes any Intellectual Property Rights in any programming tools, know-how, skills and techniques acquired or used by Supplier in the creation of the Software.
- 2.3. Each party shall do and execute, or arrange for the doing and executing of, each act, document and thing that the other party may consider necessary or desirable to perfect the right, title and interest of the requesting party in and to the Intellectual Property Rights referred to in this section 2.

### 3. Validator Nodes Requirements

- 3.1. The NFTs owned by Customer serve as Credentials that enable the operation of Validator Nodes. Each NFT corresponds to a predefined level of access and operational capability within the Blockchain Technology, as described in the Documentation.
- 3.2. The performance of Validator Nodes operated by Customer, as measured by uptime, efficiency, and contribution to the Blockchain Technology, may influence the market value of the corresponding NFTs. Supplier, however, does not guarantee any specific performance metrics or market value for the NFTs.
- 3.3. Any transfer of NFTs by Customer is subject to the transferability conditions set out in this Agreement. Transferring NFTs may affect Customer’s rights and capabilities in operating Validator Nodes.

#### **4. Benefits of Software Use**

- 4.1. The Customer acknowledges that the benefits of using the Software for the operation of Validator Nodes are as described in the Documentation provided by the Supplier.
- 4.2. The Customer agrees that their decision to enter into this Agreement is based on the benefits as explicitly outlined in the Documentation and that they have not relied on any other representations, promises, or statements made by the Supplier.
- 4.3. The Supplier commits to maintaining the accuracy and relevancy of the Documentation pertaining to the Software and its benefits. The Supplier shall update the Documentation to reflect any material changes to the Software or its operation that may affect the stated benefits.
- 4.4. While the Supplier endeavours to ensure that the Software performs in accordance with the Documentation, the Supplier makes no guarantee that any results or benefits not described in the Documentation will be achieved. The Supplier shall not be held liable for any claims of benefits not expressly stated in the Documentation.
- 4.5. It is the Customer's responsibility to ensure that they have reviewed the Documentation thoroughly and have understood the benefits and any limitations of the Software as described. The Customer is encouraged to contact the Supplier for any clarifications needed regarding the Documentation before relying on the use of the Software.
- 4.6. The Supplier reserves the right, at its sole discretion, to make changes to the Documentation. The Supplier will provide reasonable notice to the Customer of any significant changes that materially affect the use of the Software.
- 4.7. The benefits described in the Documentation on the Supplier's website form an integral part of this Agreement. In the event of any discrepancy between the Documentation and this Agreement, the terms of this Agreement shall prevail.

#### **5. Customer Obligations**

- 5.1. Unless otherwise agreed in the Order Form, Customer is solely responsible for properly configuring and using the Software and otherwise taking appropriate action to secure, protect, and backup the Software in a manner that will provide appropriate security and data protection. In addition, Customer shall ensure that the necessary hardware and technical environment meet the specifications required for the efficient operation of the Software.
- 5.2. Customer undertakes to follow any reasonable guidelines and standards in respect to the use of the Software, as notified by Supplier or otherwise made available in the Documentation. Failure to adhere to these guidelines may result in restricted access to the Validator Nodes or other penalties as detailed in the Agreement and/or the Documentation.
- 5.3. Customer shall cooperate with Supplier on all matters relating to this Agreement and provide, in a timely manner, such information and documentation as Supplier may reasonably request in order to provide the Services and shall ensure that all information that the Customer provides is accurate in all material respects.
- 5.4. Customer may only use the Software for lawful purposes and in a way that does not breach any Applicable Laws or in any way that may be unlawful or fraudulent or has any unlawful or fraudulent purpose or effect. Furthermore, Customer shall not: (i) negatively interfere with other customers; (ii) damage, disable, or in any way disrupt the Software; (iii) conduct, pay for, support, or in any way be involved in any illegal activities, including but not limited to money

laundering, terrorist financing, fraud, illegal gambling, illegal weapons sale and drug trafficking; (iv) use any automated means or interface to decompile the Software or to extract data; (v) use another customer's Credentials (vi) provide false or misleading information to Supplier.

- 5.5. Customer is solely responsible for maintaining the confidentiality of their respective Credentials for accessing and using the Software.
- 5.6. Customer shall not copy, create derivative works, distribute, modify, sell, lease, reverse engineer, decompile, disassemble or otherwise attempt to derive source code from the Software or any portion thereof in a way that would infringe upon the Permitted Purpose, except to the extent permitted by the Applicable Laws or with the Supplier's express prior written approval.
- 5.7. Customer shall immediately report any malfunction or defect found while using the Software. The report can be made to the following e-mail address: info@midaschain.ai.

## 6. Software Updates

- 6.1. Supplier may choose to provide updates from time to time for the purpose of optimising the Software, in order to improve security, functionalities or comply with Applicable Laws.

## 7. Fees

- 7.1. Customer shall pay to Supplier the Fees in accordance with the fee rates and payment terms set out in the Order Form, or other document where such fees may be agreed from time to time.
- 7.2. The Fees together with all other amounts and fees stated or referred to in this Agreement are exclusive of value added tax, which where applicable shall be added to Supplier's invoices at the prevailing rate from time to time.
- 7.3. Payments of Fees under this Agreement shall be made in the currency set out in the Order.
- 7.4. Payments under this Agreement (including in relation to indemnities given by one party to the other) shall be made without withholding or deduction of, or in respect of, any tax, levy, impost, duty, charge or fee unless and to the extent required by Applicable Law. Where any such withholding or deduction is required by Applicable Law, the paying party shall, when making the payment to which the withholding or deduction relates, pay to the receiving party such additional amount as will ensure that the receiving party receives the same total amount that it would have received if no such withholding or deduction had been required.

## 8. Confidentiality

- 8.1. Each party ("**Recipient Party**") will treat as confidential all information obtained from or relating to the other party ("**Disclosing Party**") under or in connection with this Agreement which is designated as confidential by the Disclosing Party, or which is by its nature clearly confidential or proprietary to the Disclosing Party ("**Confidential Information**").
- 8.2. The Recipient Party will not disclose such Confidential Information to any person (except only to those employees, agents, sub-contractors, suppliers and other representatives who need to know it) or use such Confidential Information for purposes other than in connection with this Agreement without the Disclosing Party's prior written consent.
- 8.3. The restrictions in this clause will not extend to information that: (i) is or becomes publicly known other than through any act or omission of the Recipient Party; (ii) was in the Recipient

Party's lawful possession before the disclosure; (iii) is lawfully disclosed to the Recipient Party by a third party without restriction on disclosure; (iv) is independently developed by the Recipient Party, which independent development can be shown by written evidence; or (v) is required to be disclosed by law, by any court of competent jurisdiction or by any regulatory or administrative body.

- 8.4. The Recipient Party will ensure that all persons to whom it discloses any Confidential Information of the Disclosing Party are aware, prior to disclosure, of the confidential nature of the information and that they owe a duty of confidence to the Disclosing Party.
- 8.5. The Recipient Party shall be liable for any use, disclosure or dissemination of the Disclosing Party's Confidential Information by persons to whom it discloses or disseminates such Confidential Information.
- 8.6. The Recipient Party will maintain the confidentiality and security of the Disclosing Party's Confidential Information, and protect it against threats, hazards or unauthorized access or use, for as long as it is in possession or control of such Confidential Information. Upon termination of this Agreement and written request, the Recipient Party shall return or destroy all copies of the Disclosing Party's Confidential Information to the Disclosing Party's reasonable satisfaction, provided, that automatically-generated computer backup or archival copies generated in the ordinary course of the Recipient Party's business need not be returned or destroyed so long as the Recipient Party makes no further use of the same and continues to abide by the restrictions set forth in this clause with respect to such information.
- 8.7. Nothing in this confidentiality clause shall prevent either party from using any techniques, ideas or know-how gained during the performance of this Agreement in the course of its normal business to the extent that this use does not result in a disclosure of the other party's Confidential Information or an infringement of Intellectual Property Rights.
- 8.8. These obligations of confidentiality will survive any expiry or termination of this Agreement.

## **9. Risk Disclosure**

- 9.1. Customer acknowledges and accepts that there are risks associated to the use of the Software and the underlying Blockchain Technology, including but not limited to the following:
  - 9.1.1. the Customer acknowledges that Software, by its nature, can contain defects including bugs, errors, and inconsistencies that can lead to unexpected results, inefficiencies, or downtime. Despite rigorous testing, the Software may manifest latent defects that could impede transaction processing, validation accuracy, or overall node performance.
  - 9.1.2. The operation of Validator Nodes is heavily reliant on continuous and stable network connectivity. The Customer understands that network disruptions, bandwidth limitations, or latency issues can significantly affect the Validator Nodes' ability to communicate with the Blockchain Technology, potentially leading to missed transactions, reduced validation opportunities, and diminished rewards for node operation.
  - 9.1.3. The integrity of the data managed by Validator Nodes is critical to their operation. The Customer is aware that data corruption, accidental deletion, or hardware failures could result in the loss of important information necessary for the Validator Nodes' operations. Such data loss may be irreversible and could compromise the continuity and effectiveness of the Blockchain Technology validation process.

- 9.1.4. The combined effect of software defects, network issues, data loss, and technological difficulties could lead to a degradation of the Validator Nodes' efficiency. This may manifest in slower transaction validation times, increased risk of security vulnerabilities, or even complete inoperability of the Validator Nodes.
- 9.1.5. The Customer bears the responsibility for implementing adequate operational oversight and risk management practices. This includes establishing secure data backups, maintaining redundant network connections, and staying informed of technological developments that may affect the Software and/or the Blockchain Technology.
- 9.1.6. The Customer understands that any unauthorized use of the Software outside the Permitted Purpose could result in legal disputes.
- 9.1.7. The Customer is responsible for use of the Software in compliance with all Applicable Laws, regulations, and standards, including those pertaining to data protection, privacy, and transmission of digital assets.
- 9.1.8. The Customer recognizes the risk of cybersecurity threats to the use of the Software. This includes, but is not limited to, malware, unauthorized access, and Denial of Service (DoS) attacks that could compromise the security and integrity of the Software.
- 9.1.9. The Customer is aware that the Software may require periodic maintenance, updates, and patches to ensure secure and efficient operation. Failure to implement these updates in a timely manner could expose the Software to increased risk of failure or security vulnerabilities.
- 9.1.10. The use of the Software may depend on third-party services, hardware, and platforms. These may include, but are not limited to, cloud service providers, blockchain network services, data storage services, and internet service providers. Changes in the functionality or terms of service of these third-party services could adversely affect the use of the Software. The Supplier shall have no liability for any such delays, interruptions, errors or other problems, nor does it warrant Customer's reliance on such third-party services. Customer is solely responsible to perform its own due diligence to such third-party service before the use of the Software.
- 9.1.11. The effective operation of Validator Nodes requires technical competence. The Customer bears the risk of any operational errors that could result in performance issues or disruptions.
- 9.1.12. the use of the SLIP protocol for transactions results in the irreversible commitment of funds. The Customer understands that once the SLIP Fees are processed through the SLIP protocol, these funds cannot be retrieved or refunded by the Supplier under any circumstances.
- 9.1.13. The regulatory environment for blockchain technologies, digital assets, and NFTs is evolving. Changes in laws, regulations, or government policies could materially affect the use of the Software, the Blockchain Technology, and the value and transferability of NFTs.
- 9.2. In addition to the risks included above, Customer acknowledges and accepts that there might be other risks associated with the purchase, holding, and use of the Software, including risks

that the Supplier cannot anticipate. Such risks may further appear as unanticipated variations or combinations of the risks discussed above.

## 10. Liability

- 10.1. Nothing in this Agreement shall be deemed to limit or exclude the liability of either party for:
  - 10.1.1. Death or personal injury caused by its negligence; or
  - 10.1.2. Any other liability that cannot be limited or excluded by law.
- 10.2. Subject to the above, neither party shall in any event be liable whether in contract (by way of indemnity or otherwise), tort (including negligence), misrepresentation, restitution or otherwise under or in connection with this Agreement for any special, indirect, or consequential loss or damage.
- 10.3. Subject to clause 10.1, and subject to Customer's payment of all due Fees under this Agreement, Supplier's total aggregate liability to the Customer under or in connection with this Agreement whether in contract, tort (including negligence), misrepresentation, restitution or otherwise will be limited to Fees paid by the Customer.

## 11. Indemnification by Customer

- 11.1. The Customer agrees to indemnify, defend, and hold harmless the Supplier and its directors, officers, employees, agents, and affiliates, from and against any and all claims, liabilities, damages, losses, and expenses, including reasonable attorneys' fees and costs, arising from or related to any third-party claim concerning:
  - 11.1.1. Any allegation or claim that the Customer's use of the Software infringes or misappropriates any intellectual property rights of a third party.
  - 11.1.2. The Customer's breach of any representations, warranties, covenants, or obligations under this Agreement, including any breach arising from the Customer acting beyond the scope of rights and licenses obtained or failing to secure the necessary rights and licenses from third parties.
  - 11.1.3. Any unauthorized use of the Software by the Customer, or any use that is beyond the scope of this Agreement, including claims arising from the Customer's failure to comply with Applicable Laws.
  - 11.1.4. The Customer's misrepresentation regarding the authority to act on behalf of any third parties or regarding the extent of the rights and licenses purportedly held by the Customer.
  - 11.1.5. Any direct or consequential damages incurred by third parties due to the Customer's use of the Software, including but not limited to data breaches, operational disruptions, or financial losses.
- 11.2. The indemnification obligations under this clause shall survive the termination or expiration of this Agreement.

## 12. Warranties

- 12.1. Subject to the remainder of this section, the Supplier warrants that the Software shall operate materially in accordance with the Documentation when used in accordance with this Agreement under normal use and normal circumstances.

- 12.2. The warranties in clause 12.1 are subject to section 9 and the limitations set out in this section 12 and shall not apply to the extent that any error in the Software arises as a result of:
  - 12.2.1. The Customer's failure to follow instructions set out in the Documentation;
  - 12.2.2. The Customer's failure to implement and maintain proper and adequate virus or malware protection and proper and adequate backup and recovery systems;
  - 12.2.3. Incorrect operation or use of the Software or Validator Nodes by Customer (including any failure to follow the Documentation or failure to meet minimum requirements);
  - 12.2.4. Use of the Software other than for the Permitted Purpose;
  - 12.2.5. Use of the Software with any other software, or services, or on hardware with which it is incompatible;
  - 12.2.6. Any act by any third party (including hacking or the introduction of any virus or malicious code);
  - 12.2.7. Any modification of the Software;
  - 12.2.8. Any negligence or breach of this Agreement by the Customer.
- 12.3. The Customer acknowledges that no liability or obligation is accepted by the Supplier (however arising whether under contract, tort, in negligence or otherwise):
  - 12.3.1. That the Software shall meet the Customer's individual needs, whether or not such needs have been communicated to the Supplier; or
  - 12.3.2. That the Software shall be compatible with any other software or service or with any hardware or equipment except to the extent expressly referred to as compatible in the Documentation.
- 12.4. Other than set out in this clause or otherwise in this Agreement, all warranties, conditions, terms, undertakings or obligation whether express or implied and including any implied terms relation to quality, fitness for any particular purpose or ability to achieve a particular result are excluded to the fullest extent allowed by the Applicable Law.
- 12.5. Except as expressly and specifically provided in this Agreement, Customer assumes sole responsibility for the results obtained from the use of the Software.

### **13. Announcements & Marketing**

- 13.1. Customer shall make no announcement or other public disclosure concerning this Agreement or any of the matters contained in it, without the prior written consent of the Supplier.
- 13.2. Customer grants Supplier the right to use its company name and logo as reference for marketing or promotional purposes on Supplier's website and in other public or private communications or disclosures with its existing or potential customers and investors.

### **14. Non-solicitation**

- 14.1. Neither party shall directly or indirectly solicit or entice away (or attempt to solicit or entice away) from the employment of the other party any person employed or engaged by such other party in the performance of this Agreement at any time during, or for a further period of 24 months after the expiry or termination of this Agreement, other than by means of a national advertising campaign open to all comers and not specifically targeted at any of the staff of the other party.

- 14.2. The breaching party, shall, on demand, pay to the claiming party a sum equal to the one year's basic salary or the annual fee that was payable by the claiming party to that, employee, worker or independent contractor plus the recruitment costs incurred by the claiming party in replacing such person.

### 15. Termination by Supplier

- 15.1. During the Term, the Supplier reserves the right to unilaterally terminate this Agreement with immediate effect by providing written notice to the Customer if the Customer commits a material breach of any term of this Agreement.
- 15.2. In the event of termination due to the Customer's breach:
- 15.2.1. **Suspension of Access:** The Customer's access to the Validator Node will be suspended, effectively immediately, preventing any further use of the Software to access the Blockchain Technology.
- 15.2.2. **No Refund:** The Customer acknowledges and agrees that any fees paid to the Supplier for the assignment of the Software are non-refundable, even in the event of termination due to breach.

### 16. Termination by Customer

- 16.1. **Termination for Cause.** If the Supplier commits a material breach of any term of this Agreement, the Customer shall have the right to terminate this Agreement immediately upon written notice to the Supplier. In the event of termination due to a material breach by the Supplier, the sole and exclusive remedy available to the Customer shall be a refund of the Fees paid in accordance with clause 16.3 of the Agreement.
- 16.2. **Termination for Performance Shortfall.** If the Software does not generate a minim of 25% of the Fees by the Customer within the Term, the Customer shall have the right to unilaterally terminate this Agreement by providing written notice to the Supplier within thirty (30) days following the end of the Term.
- 16.3. Upon valid termination of this Agreement under clauses 16.1 or 16.2, the Customer shall be entitled to a refund of the Fees paid, to be remitted in gold. The amount of gold to be refunded shall be equivalent to the value of the Fees paid by the Customer at the time of the initial transaction, calculated according to the gold exchange rate published by the National Bank of Romania on the Effective Date of this Agreement. The Supplier agrees to deliver the equivalent amount of gold to the Customer within thirty (30) days of receipt of the termination notice, using a delivery method and location agreed upon by both parties.
- 16.4. The right to a refund is conditional upon:
- 16.4.1. The Software being used in accordance with the Supplier's guidelines and without any modification or unauthorized intervention by the Customer.
- 16.4.2. The Customer having complied with all terms and conditions of this Agreement, including timely payment of all Fees due.
- 16.5. Once the refund is processed, the Supplier shall have no further liability to the Customer with respect to the performance of the Software, and the Customer waives any additional claims related to the performance shortfall.
- 16.6. For avoidance of any doubt, it is hereby agreed and acknowledged by the Customer that any payments Fees made by the Customer to the Supplier through the SLIP protocol ("SLIP Fees")



are non-refundable. This non-refundability is due to the inherent nature of the SLIP protocol, which results in the funds being irrevocably blocked or committed without the possibility of a refund once a transaction is executed.

### **17. Assignment Limitations**

- 17.1. Subject to the remaining provisions of this clause, Customer shall not be entitled to assign, transfer or otherwise deal with any of its rights and obligations arising under or in connection with this Agreement, during the Term. The Customer agrees that any such attempted assignment shall be null and void.
- 17.2. If the Customer breaches the provisions of this clause, it shall be deemed as the Customer's election to trigger the its termination rights under section 16 of this Agreement and the Supplier shall provide the refund to the Customer in accordance with the terms specified in said section.
- 17.3. The Customer's obligations under this clause are in addition to, and do not supersede, any other terms and conditions of this Agreement. The Customer's right to use the Software shall cease immediately upon any breach of this clause, and the Customer shall comply with all termination and exit procedures outlined in this Agreement.
- 17.4. For avoidance of any doubt the assignment limitations expressed herein apply to the transfer of NFT ownership during the Term, accordingly.

### **18. Direct Business Relationship**

- 18.1. This Agreement is established solely between the Supplier and the Customer. It is expressly understood and agreed that the Supplier's obligations under this Agreement are to the Customer only, and the Supplier shall not be required to engage in any transactions or dealings with any third parties, irrespective of their contractual or other relationships with the Customer.

### **19. No Third-Party Beneficiaries**

- 19.1. The Customer acknowledges that no third parties, including but not limited to affiliates, partners, clients, or subcontractors of the Customer, are beneficiaries of this Agreement. As such, the Supplier has no obligation, either contractual or implied, to conduct business, communicate, or interact directly with any such third parties in connection with this Agreement.

### **20. Customer as Sole Point of Contact:**

- 20.1. The Customer agrees to act as the sole point of contact for the Supplier for any matters related to this Agreement. All communications, transactions, and interactions concerning the Software or this Agreement shall be exclusively between the Supplier and the Customer.

### **21. No Obligation to Third Parties:**

- 21.1. The Supplier shall not be obligated to recognize or honor any agreements, understandings, or arrangements, whether written or verbal, that the Customer may have with third parties regarding the use or application of the Software, unless expressly agreed to in writing by the Supplier.

### **22. Variations**

- 22.1. No amendment or variation of this Agreement shall be effective unless it is in writing, refers to this Agreement and is duly signed or executed by a duly authorised representative of each of the parties.

### **23. Severability**

- 23.1. If any provision or part of any provision of this Agreement shall be held by a court of competent jurisdiction to be invalid or unenforceable, then the provision or part shall be severed, and the remainder of the provision and all other provisions of this Agreement shall remain valid and in full force.
- 23.2. If any invalid, unenforceable or illegal provision would be valid, enforceable or legal if some part of it were deleted, the provision will apply with whatever modification is necessary to give effect to the commercial intention of the parties.

### **24. Status of the parties**

- 24.1. Supplier is an independent contractor. Nothing in this Agreement is intended to, or shall operate to, create a partnership between the parties, or to authorize either party to act as agent for the other, and neither party shall have authority to act in the name or on behalf of or otherwise to bind the other in any way (including the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power).

### **25. Notices and Communications**

- 25.1. A notice or other communication required to be given under this Agreement shall be in writing and shall be:
- 25.1.1. delivered personally; or
  - 25.1.2. sent by pre-paid first-class post or recorded delivery;
  - 25.1.3. sent by email, to the relevant party at the address set out in this Agreement.
- 25.2. A notice or other communication shall be deemed duly received:
- 25.2.1. if delivered personally, when left at the address and for the contact referred to in this clause; or
  - 25.2.2. if sent by pre-paid first class post or recorded delivery, at 9.00 am on the second Business Day after posting; or
  - 25.2.3. if sent by email, on the next Business Day after transmission if sent to the correct email address and no notice of delivery failure is received.
- 25.3. Notices shall be sent to each Party using the parties' contact details laid out in this Agreement or any other subsequent contact details as may be communicated between parties from time to time.
- 25.4. Any change to the contact details of a party shall be notified to the other party in accordance with this clause.
- 25.5. This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

### **26. Waiver**

- 26.1. No delay in exercising or failure to exercise by any party of any of its rights under or in connection with this Agreement shall operate as a waiver or release of that right. Rather, any such waiver or release must be specifically granted in writing signed by the party granting it.

## 27. Force Majeure

- 27.1. A “Force Majeure Event” means any circumstance not within a party's reasonable control including, without limitation: (i) acts of God, flood, drought, earthquake or other natural disaster; (ii) epidemic or pandemic; (iii) terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions or embargo; (iv) nuclear, chemical or biological contamination or sonic boom; or (v) failure of or interruption in internet, telecommunications services or other essential infrastructure.
- 27.2. If a party is prevented or delayed in or from performing any of its obligations under this agreement by a Force Majeure Event (“Affected Party”), the Affected Party shall not be in breach of this Agreement or otherwise liable for any such failure or delay in the performance of such obligations. The time for performance of such obligations shall be extended accordingly.
- 27.3. The Affected Party shall:
- 27.3.1. within 5 business days from its commencement, notify the other party in writing of the Force Majeure Event, the date on which it started, its likely or potential duration, and the effect of the Force Majeure Event on its ability to perform any of its obligations under the Agreement; and
- 27.3.2. use all reasonable endeavours to mitigate the effect of the Force Majeure Event on the performance of its obligations.
- 27.4. If the Force Majeure Event prevents the Affected Party's performance of its obligations under this Agreement for a continuous period of more than three months, either party may terminate this Agreement by notice in writing to the other party without liability as a result of exercising the right of termination.

## 28. Entire Agreement

- 28.1. This Agreement represents the entire agreement between the parties in relation to the subject matter of this Agreement and supersedes any previous agreement whether written or oral between all or any of the parties in relation to that subject matter. Accordingly, all other conditions, representations and warranties which would otherwise be implied (by law or otherwise) shall not form part of this Agreement.
- 28.2. Each party acknowledges that in entering into this Agreement it does not rely on, and shall have no remedies in respect of, any representation or warranty (whether made innocently or negligently) that is not set out in this Agreement.
- 28.3. Nothing in this clause shall limit or exclude any liability for fraud.

## 29. Execution

- 29.1. This Agreement may be executed in any number of counterparts and by the parties on different counterparts. Each counterpart shall constitute an original of this Agreement, but all the counterparts shall together constitute one and the same agreement.
- 29.2. Each party may evidence their signature of this Agreement by transmitting by email a signed signature page of this Agreement in PDF format together with the final version of this

Agreement in PDF or Word format, which shall constitute an original signed counterpart of this Agreement. Each party adopting this method of signing shall, following circulation by email, provide the original, hard copy signed signature page to the other parties as soon as reasonably practicable.

- 29.3. This Agreement may be executed in two or more counterparts or electronically, and each of the counterparts or electronic copies will be deemed an original and together will constitute one and the same instrument. Each Party agrees that their electronic signatures, whether digital or encrypted, are intended to authenticate this writing and to have the same force and effect as handwritten ink signatures. Electronic signature means any electronic symbol or process attached to or logically associated with a record and executed and adopted by a Party with the intent to sign such record, including facsimile or e-mail electronic signatures.

### **30. Costs**

- 30.1. Each party shall pay its own costs incurred in connection with the negotiation, preparation, and execution of this Agreement and any documents referred to in it.

### **31. Law and jurisdiction**

- 31.1. This Agreement, and any non-contractual rights or obligations arising out of or in connection with it or its subject matter, shall be governed by and construed in accordance with the laws of Romania, without regard to conflicts of law provisions. The United Nations Convention on Contracts for the International Sale of Goods (CISG) and the Uniform Computer Information Transactions Act (UCITA) do not apply to this Agreement.
- 31.2. The parties hereby consent to (and waive any challenge or objection to) personal jurisdiction and venue in the Bucharest courts of Romania (for the avoidance of any doubt, should the competent court be a district level one, the parties will bring the dispute before District 1 Court House). Notwithstanding the foregoing, Supplier may seek equitable relief in any applicable jurisdiction in an action for protection of Supplier's intellectual property. Application of the United Nations Convention on Contracts for the International Sale of Goods is excluded from this Agreement. Additionally, application of the Uniform Computer Information Transaction Act (UCITA) is excluded from this Agreement.
- 31.3. THE PARTIES KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVE ANY RIGHT THEY MAY HAVE TO TRIAL BY JURY IN ANY CLAIM UNDER OR IN CONNECTION WITH THIS AGREEMENT.

## Schedule 1 to the Agreement

### Glossary

<b>Applicable Laws</b>	shall mean the laws governing the Agreement in accordance with the provision herein, together with the European Union and any other laws or regulations which apply to the Software or a party;
<b>Blockchain Technology</b>	means the “Midas.X.Blockchain”, a proprietary blockchain framework developed by the Supplier, including but not limited to its architecture, consensus algorithms, smart contract functionalities, cryptographic methods, and network protocols;
<b>Credentials</b>	means the unique set of digital keys, permissions, and access rights embodied within or associated with the Non-Fungible Tokens (NFTs)
<b>Documentation</b>	any and all manuals, instructions, specifications, and guidelines, whether in electronic or printed format, provided by the Supplier that describe the functionality, components, features, use cases, or operational guidance of the Software. This includes, but is not limited to, user guides, technical manuals, online help files, white papers, and any other supporting materials that facilitate the use and understanding of the Software. Documentation is considered the authoritative source of information regarding the performance and benefits of the Software and is made available to the Customer through the Supplier’s official website <a href="https://midaschain.ai">https://midaschain.ai</a> or upon direct request.
<b>Intellectual Property Rights</b>	mean patents, trademarks, service marks, design rights (whether registrable or otherwise), applications for any of those rights, copyrights (including all rights in software), database rights, know-how, confidential information, trade or business names and any similar rights or obligations whether registrable or not in any country;
<b>Non-Fungible Token (NFT)</b>	means a unique digital asset representing ownership, proof of authenticity, or specific rights in relation to a digital or physical item, encoded and stored on the Blockchain Technology. Each NFT is distinct and cannot be replicated or replaced with another token and in the context of this Agreement, it is associated with the Customer’s specific privileges, access, operational rights or entitlements within the Blockchain Technology.
<b>Permitted Purpose</b>	shall have the meaning assigned to it in clause 2.1
<b>Software</b>	means a specific configuration, developed and owned by Supplier, that is optimized for validating transactions and participating in the consensus mechanism on the Blockchain Technology;
<b>Term</b>	means a period of 6 months calculated from the date of activation of the Validator Nodes by the Supplier on the Blockchain Technology.
<b>Validator Node</b>	means a server in the Blockchain Technology that is responsible for verifying transactions and blocks according to its consensus algorithms.