Intermediary Services Agreement

1. Key Definitions, Concepts, and Terms

1.1. **Exportarium Service** (hereinafter referred to as the "Contractor") - a service that provides assistance to individuals and legal entities in the assignment of rights of claim.

1.2. **Client** - a legal entity or individual who has unconditionally accepted all terms of this offer and uses the Contractor's services.

1.3. **Assignee** - an interested party acquiring the Client's rights of claim against the Debtor.

1.4. **Debtor** - a third party to whom the Client has rights of claim.

1.5. **Application** - a specific intention of the Client to use the Contractor's services, expressed in the form of providing information through a special electronic form.

2. Subject of the Agreement

2.1. The Contractor undertakes, upon the Client's request, to provide information and consulting services for organizing interaction between the Client and the Assignee within the framework of assignment of rights of claim transactions (hereinafter referred to as "Services") under the terms provided for in this Agreement.

2.2. The Contractor's Services are exclusively informational in nature and do not include financial operations, management of funds or assets of the parties.

3. Procedure for Providing Services

3.1. The Client provides the Contractor with information about their rights of claim against the Debtor.

3.2. The Contractor searches for an Assignee to acquire the Client's rights of claim against the Debtor.

3.3. After agreeing on the terms with the Assignee, the Contractor facilitates the conclusion of an assignment agreement between the Client and the Assignee.

3.4. The Contractor acts as an organizer of information exchange between the Client and the Assignee,

providing recommendations on optimal ways to fulfill obligations and resolve relationships.

3.5. The Contractor monitors the implementation of agreements between the Client and the Assignee, providing the parties with up-to-date information on the status of the transaction and recommendations for further actions.

3.6. All issues related to the repayment of debts are resolved through the mediation of the Contractor, who acts as an arbitrator in case of disputes.

3.7. The Contractor, based on the information provided by the Client, formulates and transmits to the Assignee recommendations on optimal ways to fulfill obligations. These recommendations are informational in nature and are not financial instructions.

4. Rights and Obligations of the Parties

4.1. The Client agrees to:

- Provide reliable information about the rights of claim against the Debtor.
- Guarantee the legality of the origin of the assigned rights of claim.
- Not use the Contractor's services for money laundering.
- Provide all necessary information and documents in a timely and complete manner.
- Not use the Contractor's services for purposes that contradict the law or the Contractor's policy.
- Compensate the Contractor for all losses caused by the Client's actions or inaction.

4.2. The Contractor agrees to:

- Maintain the confidentiality of information received from the Client.
- Act exclusively in the interests of the Client.
- Not disclose information about the fact of providing Services to the Client.

4.3. The Contractor has the right to:

- Unilaterally refuse to serve the Client in case of violation of the contract terms or suspicions of illegal activity.
- Suspend the Client's operations in case of any doubts about the legality or expediency of their actions.
- Request additional documents and information from the Client necessary to verify their activities and identification.
- Recover from the Client all expenses incurred by the Contractor in connection with the Client's violation of the contract terms.

5. Remuneration and Payment Procedure

5.1. The Contractor's remuneration is a percentage of the amount of assigned rights of claim, agreed upon by the Parties individually through the exchange of messages in a dedicated messenger chat.

5.2. The Contractor's remuneration is paid by the Assignee at the time of acquiring the rights of claim from the Client.

6. Accounting of Funds and Balance in the System

6.1. After the completion of the assignment of rights of claim transaction, information about the transaction amount and the status of mutual obligations of the parties is reflected in the Contractor's information system for accounting mutual obligations (hereinafter referred to as the "Balance").

6.1.1. The Balance represents an informational reflection of the current state of mutual rights and obligations between the Client and the Assignee arising from the assignment of rights of claim transactions. The Balance is not a financial instrument, does not imply storage or management of the parties' funds, and is used exclusively for informational accounting purposes within the framework of providing consulting services by the Contractor.

6.2. The Balance in the system reflects the volume of outstanding debts between the Assignee (or Assignees) and the Client.

6.3. The Contractor provides the parties with informational support in the process of debt repayment, including recommendations on choosing repayment methods based on the Client's wishes and the Assignee's capabilities. The Client independently chooses the method of debt repayment from the following options:

6.3.1. Transfer of funds to the Client's bank account;

6.3.2. Payment for goods or services as instructed by the Client;

6.3.3. Other methods agreed upon between the Client and the Contractor.

6.4. The Contractor undertakes to facilitate debt repayment using the chosen method within 5 working days from the moment of receiving the corresponding order from the Client.

6.5. In case of disputes regarding debt repayment, the Contractor acts as an information intermediary, providing the parties with recommendations for dispute resolution based on the information available to them about the course of the transaction.

6.6. The Client understands and agrees that the choice of debt repayment method may affect applicable commissions and execution terms.

7. Confidentiality

7.1. The Parties acknowledge that all information relating to this Agreement, the fact of its conclusion, as well as any data provided by the Parties to each other in the process of executing the Agreement, is strictly confidential ("Confidential Information").

7.2. Confidential Information includes, but is not limited to:

- Information about the Client's balance;
- Data on completed operations;
- Information on chosen debt repayment methods;
- Any financial data of the Parties;
- Technologies and working methods of the Contractor;
- Personal information of the Client and their counterparties;
- Any correspondence between the Parties.

7.3. The Parties undertake to:

a. Not disclose Confidential Information to third parties without the prior written consent of the other Party;
b. Not use Confidential Information for purposes not related to the execution of this Agreement;
c. Take all necessary measures to protect Confidential Information from unauthorized access, modification, disclosure or destruction.

7.4. Confidentiality obligations remain in force for 5 (five) years after the termination of this Agreement.

7.5. In case of disclosure of Confidential Information, the guilty Party undertakes to:

a. Immediately notify the other Party of the fact of disclosure;
b. Take all possible measures to minimize damage;
c. Compensate the other Party for all losses incurred, including lost profits and reputational damage.

7.6. For violation of confidentiality obligations, the guilty Party pays a fine equivalent to 10,000 (ten thousand) US dollars for each case of violation, and also compensates for all losses incurred by the other Party.

7.7. The Parties acknowledge that violation of confidentiality provisions may cause substantial harm that cannot be adequately compensated by monetary means alone. In this regard, the Parties agree that in case of violation or threat of violation of confidentiality provisions, the affected Party has the right to a

court injunction in addition to any other legal remedies.

7.8. No provisions of this Agreement prohibit the disclosure of Confidential Information if such disclosure is required in accordance with applicable law or court decision. In such a case, the Party required to disclose information must immediately notify the other Party and cooperate with it to minimize the amount of information disclosed.

8. Fulfillment of Obligations

8.1. Obligations under this Agreement are considered fulfilled in one of the following cases:

a. After confirmation of their fulfillment by the Client in the dedicated messenger chat;
b. Upon actual receipt of funds to the bank account specified by the Client or the Contractor, depending on the nature of the obligation.

8.2. In case of discrepancy between the Client's confirmation and the actual receipt of funds, priority is given to the actual receipt of funds to the corresponding bank account.

8.3. The Contractor undertakes to notify the Client about the receipt of funds within 1 (one) working day from the moment of their crediting to the corresponding account.

8.4. The Client undertakes to confirm receipt of the notification about the receipt of funds within 2 (two) working days. In case of absence of confirmation from the Client within the specified period, the funds are considered received, and the corresponding obligation is considered fulfilled.

9. Policy Against Illegal Transactions and Money Laundering

9.1. The Contractor strictly follows the principles of combating money laundering and terrorist financing.

9.2. The Client undertakes not to use the Contractor's services for:

- Transactions related to money laundering;
- Operations involving income from terrorist and criminal activities;
- Operations involving income from illegal drug trafficking;
- Transactions related to trade operations with countries with which international trade is prohibited by current legislation;
- Transactions that involve income from any other illegal activity.

9.3. The Contractor has the right to request additional information and documents from the Client to verify the legality of operations and identify the Client.

9.4. The Contractor reserves the right to refuse service or suspend the Client's operations in case of suspicions of violation of the anti-money laundering policy.

10. Limitation of Liability

10.1. The Contractor is not responsible for:

- Lost profits or losses of the Client caused by delays or errors in the process of electronic transfers and bank transactions;
- Losses resulting from Client errors in specifying details;
- Any actions of the Client related to the use of received funds;
- Lost profits of the Client in any cases;
- Inaccuracies or errors in the information provided by the Client;
- Actions or inaction of third parties (e.g., banks, payment systems);
- Technical failures or malfunctions in the operation of the Exportarium service.

10.2. The Client bears full responsibility for the timely payment of taxes and fees provided for by the legislation of their state.

10.3. The Contractor is not liable for any losses arising from force majeure circumstances.

10.4. The Contractor is not responsible for the financial decisions and actions of the Client and the Assignee. The Contractor's recommendations are purely informational in nature.

11. Force Majeure Circumstances

11.1. The Parties are released from liability for partial or complete non-fulfillment of obligations under this Agreement if this non-fulfillment was the result of force majeure circumstances that arose after the conclusion of the Agreement as a result of extraordinary events that the Party could neither foresee nor prevent by reasonable measures.

11.2. Force majeure circumstances include events that the Party cannot influence and for the occurrence of which it is not responsible, for example: war, earthquake, flood, fire, as well as strike, government decrees or orders of state bodies, technical failures in the operation of payment systems.

11.3. The Party referring to force majeure circumstances is obliged to immediately inform the other Party about the occurrence of such circumstances in writing, and at the request of the other Party, a certifying document must be presented.

12. Dispute Resolution

12.1. All disputes and disagreements that may arise between the Parties on issues that have not found their resolution in the text of this Agreement will be resolved through negotiations based on current legislation.

12.2. If disputed issues are not resolved in the process of negotiations, disputes are resolved in accordance with the procedure established by the current legislation at the location of the Contractor.

12.3. All claims from Clients are accepted by the Contractor in electronic form by sending a message on the subject of disputes to the details specified in the "Contacts" section on the Contractor's website.

13. Term and Amendment of the Agreement

13.1. This Agreement enters into force from the moment of its acceptance by the Client and is valid until the parties fully fulfill their obligations.

13.2. The Contractor reserves the right to make changes to this Agreement unilaterally without prior notice to the Client. The current version of the Agreement is always available at: https://exportarium.com/terms-of-service.pdf

13.3. The Client undertakes to independently monitor changes in the Agreement by daily familiarization with the current version of the Agreement at the address specified in clause 13.2. The Client undertakes to check for changes in the Agreement before each application for the use of the Contractor's services.

13.4. Continued use of the Contractor's services after changes to the Agreement means the Client's agreement with such changes. In case of disagreement with the changes, the Client must stop using the Contractor's services.

13.5. The Contractor is not responsible for the Client's non-familiarization with the current version of the Agreement. The Client assumes all risks associated with non-familiarization with the current version of the Agreement.

14. Final Provisions

14.1. Acceptance of the offer is carried out by the Client by sending a corresponding message in the messenger bot provided by the Contractor.

14.2. All correspondence between the Client and the Contractor in the dedicated messenger chat is an integral part of this Agreement if the content of such correspondence does not contradict the general provisions of the Agreement and applicable law.

14.3. The Client's messages in the messenger are considered as signed with a simple electronic signature and have legal force equal to documents signed by the Client's handwritten signature.

14.4. The receipt of funds to the bank accounts of the Assignee or the Contractor in the agreed amount is an additional confirmation of the acceptance of the contract terms by the Client.

14.5. The Parties guarantee that they have all the necessary powers to conclude this Agreement and do not violate the legislation of their countries.

14.6. The invalidity of individual provisions of the Agreement does not entail the invalidity of the Agreement as a whole.

14.7. Any changes and additions to this Agreement are valid only if they are made in writing and confirmed by both Parties through the exchange of messages in a dedicated messenger chat or in another way agreed upon by the Parties.

14.8. The Client confirms that they are not a tax resident of the USA or a citizen of that country.

14.9. The Contractor has the right to send informational messages to the Client, including advertising nature, to the email address specified by the Client.

14.10. Nothing in this Agreement can be understood as establishing between the Client and the Contractor relations for the provision of financial services, agency relations, partnership relations, joint activity relations, personal employment relations, or any other relations, except for relations for the provision of information and consulting services provided for in this Agreement.

Date: 11 October 2022

Signature of the authorized representative of Exportarium: Birman