

Platform Terms of Use

These terms and conditions (the “Platform Terms”) are issued by SMX Operations Limited, a company incorporated in Hong Kong with its registered office at Room 607, 12/F., Block C, Hong Kong Industrial Centre, 489-491 Castle Peak Road, Lai Chi Kok, HongKong (“Company”, “we”, “us”, “our”).

The Platform Terms consist of three parts:

Part A – General Terms of Use (apply to all users of the Website and Platform);

Part B – Master Service Agreement (applies to customers using the Platform as Business);

Part C – Contractor Service Agreement (applies to individual or corporate Contractors providing services via the Platform).

If you use the Platform as a Business, Part B applies in addition to Part A.

If you use the Platform as a Contractor, Part C applies in addition to Part A.

Platform Terms are governed by the laws of the Hong Kong Special Administrative Region of the People’s Republic of China (“Hong Kong”).

PART A – GENERAL TERMS OF USE

1. Scope and Acceptance

1.1. These general terms of use (“Terms of Use”) are agreed between you (“User”, “you”) and the Company.

1.2. You accept these Terms of Use when you access or use:

the Company’s website at <https://www.sendico.io/> and any related subdomains (collectively, the “Website”); and/or

any services, features, technologies or functionalities offered by the Company through the Website or any other means (collectively, the “Services”).

1.3. These Terms of Use enter into force at the moment you first access the Website or use any Services. If you do not agree with any provision of these Terms of Use, you must stop using the Website and all Services immediately.

1.4. The content of websites accessible from hyperlinks on the Website does not form part of these Terms of Use.

1.5. If you use the Services on behalf of a legal entity, you represent and warrant that:

- you are authorised to accept these Terms of Use on that entity’s behalf; and
- that entity will be responsible for any breach of these Terms of Use by you or any of its employees or agents.

In that case, references to “you” refer to both you and that entity.

2. Changes to the Terms of Use

2.1. The Company may amend these Terms of Use from time to time by:

- posting a revised version on the Website; and
- updating the “Last Updated” date at the top of this document, or using any other method we consider appropriate.

2.2. Unless stated otherwise in the revised version, changes take effect immediately upon posting and apply to all subsequent use of the Website and Services.

2.3. Your continued use of the Website or Services after the revised Terms of Use take effect constitutes your acceptance of those changes. If you do not agree, you must stop using the Website and Services.

3. User Eligibility

3.1. You represent and warrant that:

- you are at least eighteen (18) years of age;
- you are legally entitled to use the internet and services similar to those provided by the Company under the laws of Hong Kong and any other jurisdiction where you are resident or located; and
- your right to use the Services has not previously been suspended or revoked by the Company.

4. Illegal and Prohibited Use

4.1. You represent and warrant that you will not use the Website or Services for any criminal, illegal or otherwise prohibited purpose, including (without limitation):

- money laundering or terrorist financing;
- drug trafficking, human trafficking or weapon trafficking;
- fraud (including securities or investment fraud);
- tax evasion; or
- any other conduct in breach of applicable law.

4.2. You represent and warrant that you will not use the Website or Services to assist any other party in such illegal activity.

4.3. Without limitation, you agree that you will not use the Website or Services to:

- distribute spam, junk communications or chain letters;
- reverse engineer or otherwise improperly access any of the Website’s underlying code or technical mechanisms;
- cause damage to the Website, Platform, Services or the Company, including through hacking, malware, viruses, illegitimate credentials, phishing, brute force attacks, SQL exploits or other methods of unauthorised access or interference.

4.4. You also agree not to transfer the access to your user account or any other rights granted to you under these Terms of Use without our prior written consent.

5. Registration and Accounts

5.1. Use of the Services may require you to create an account on the Website ("Account").

5.2. You represent and warrant that all information you provide when creating an Account is current, complete and accurate.

5.3. You agree to promptly update the Company if any information provided becomes inaccurate, incomplete or outdated.

5.4. You acknowledge that the Company may, at any time, request you to:

- confirm your email address; and/or
- provide additional information and documents (including proof of identity, address and source of funds), as we deem necessary for compliance and security.

5.5. If you refuse to provide such information, or if we determine that you may not use the Website or Services for any reason, we may deny or restrict your access to the Website and/or Services.

5.6. You agree that:

- only you will access and use your Account;
- you will not transfer the right to use your Account or disclose your login credentials to any third party without our written consent; and
- you are responsible for all activity conducted through your Account.

5.7. You must notify the Company immediately if you discover or suspect any security breaches or vulnerabilities relating to the Website, Platform, Services or your Account.

6. Internet Vulnerabilities

6.1. You acknowledge that transmission of information over the internet is inherently risky and may be subject to interception, loss or alteration.

6.2. The Company takes reasonable steps to prevent and mitigate attacks, but cannot guarantee that incidents will never occur.

6.3. If the Company believes that the Website or Services have been compromised or are under attack, we may temporarily suspend or stop provision of any Services.

6.4. The Company does not represent or warrant the absolute security of the Website or Services and shall not be liable for any damages, lost value or stolen property resulting from events beyond our reasonable control, regardless of whether we were negligent.

7. No Legal, Financial or Other Professional Advice

7.1. The provision of the Services and any information, data or documents located on the Website do not constitute legal, financial or any other professional advice.

7.2. By using the Website and Services, you represent and warrant that:

- you have obtained any necessary legal, financial or other professional advice from suitably qualified experts; or
- you have sufficient knowledge and experience to evaluate the risks and merits of using the Website and Services.

7.3. Any recommendations or commentary (whether by the Company, its staff or other users) are of a general nature. You must use your own judgment and/or obtain professional advice before relying on or acting upon such statements.

7.4. The Company gives no assurance as to the accuracy or completeness of any such statements.

8. Licence

8.1. The Company grants you a limited, non-exclusive, non-transferable licence ("Licence") to access and use the Website and Services in accordance with these Terms of Use.

8.2. Any use of the Website or Services not expressly permitted by these Terms of Use and any applicable service-specific terms is prohibited.

8.3. All other rights are reserved by the Company and its licensors, including any content or functionality made available on or through the Website or Services.

8.4. The names, logos and marks associated with the Company, the Website and the Platform are trademarks or registered marks of the Company, its affiliates or relevant third parties.

8.5. You shall not redistribute, claim ownership of, license, deconstruct, reverse engineer, alter, incorporate into other works or websites, or otherwise exploit any content or functionality of the Website or Services without the Company's prior written consent.

9. Termination of Access

9.1. The Company may suspend or terminate your Licence and/or access to the Website or Services at any time, with or without notice, for any reason, including (without limitation) your breach of these Terms of Use.

9.2. Termination does not limit any legal remedies available to the Company.

9.3. Provisions that by their nature should survive termination will continue to apply, including (without limitation) those relating to ownership, disclaimers, limitations of liability and indemnity.

10. Indemnity

10.1. You agree to indemnify and hold harmless the Company, its affiliates, directors, officers, employees and service providers from any claim or demand (including reasonable legal fees) arising out of or related to:

- your use of the Website or Services;
- your breach of these Terms of Use; or

- your violation of any law or any rights of a third party.

11. Disclaimer of Warranties

11.1. The Company does not guarantee:

- any particular level of performance of the Services;
- uninterrupted availability of the Website or Services; or
- the accuracy or completeness of any information provided on the Website.

11.2. To the maximum extent permitted by applicable law, the Company disclaims all warranties, whether express, implied or statutory, that are not expressly set out in these Terms of Use.

12. Governing Law and Dispute Resolution (General Users)

12.1. These Terms of Use and any non-contractual obligations arising out of or in connection with them are governed by and construed in accordance with the laws of Hong Kong.

12.2. Any dispute, controversy or claim arising out of or relating to these Terms of Use (a "Dispute") shall be referred to and finally resolved by arbitration administered by the Hong Kong International Arbitration Centre (HKIAC) under the HKIAC Administered Arbitration Rules then in force.

12.3. The seat of arbitration shall be Hong Kong. The language of the arbitration shall be English. The tribunal shall consist of a sole arbitrator.

12.4. Any arbitration will be conducted on an individual basis. You and the Company agree that:

- Disputes will not be brought as a class arbitration, class action or other representative proceeding; and
- there will be no arbitration or court proceedings in which a party attempts to proceed in a representative capacity.

13. Severability

13.1. If any provision of these Terms of Use is held to be illegal, invalid or unenforceable, that provision shall be severed and the remaining provisions shall remain in full force and effect.

14. Force Majeure

14.1. The Company's performance under these Terms of Use shall be excused to the extent caused by events beyond its reasonable control, including (without limitation) acts of God, acts of government, war, civil unrest, natural disasters, strikes, power or equipment failure, or failure of third-party providers.

15. Contact

15.1. If you have questions about these Terms of Use, please contact:

Email: info@sendico.io

PART B – MASTER SERVICE AGREEMENT (BUSINESS)

1. General

The Contractor (see the Contractor's company details in section 13 of PART B) offers to provide services under the conditions specified in this Master Service Agreement (the "MSA" or the "Agreement").

The text of this MSA is available on the Website

By clicking "I accept the Master Service Agreement" or similar wording on the Platform at <https://www.sendico.io/>, regardless of whether this occurs before or after registration on the Platform, you accept this MSA.

The terms of this MSA may be changed from time to time by the Contractor by publishing the new version of the MSA on the Website. The Contractor shall notify the Business of the prospective change 7 days in advance by email tied to the Business's account. The notice period may be shorter if the revisions are required to ensure compliance of the MSA with law, new case law or guidelines and practices of enforcing authorities and agencies. The revised version of the MSA shall be effective starting from the date of entry into force stated in such version, and if not stated, from the date of its publication on the Website. The Business's continued use of the Platform when the revised MSA has entered into force shall be considered as the Business's consent to the revised MSA. If the Business disagrees with any of the revisions, it may stop using the Platform and request that its account be closed. The Contractor shall rely on the Business's continued use of the Platform as consent to the MSA currently in force. Each new version of the MSA shall apply to the relations of the Parties existing at the time of publication of that version and shall substitute the previous terms governing their relations from the date and time of the Business's acceptance of the MSA upon registration on the Platform (unless otherwise expressly provided for in a particular version of the MSA). The date and time of acceptance of the MSA at registration are determined based on the data recorded by the Platform.

Background

Whereas:

A. The Contractor operates an online platform available at <https://www.sendico.io/> that allows prospective clients (the "Business") to place orders for services to be rendered by the Contractor or its Sub-Contractors (the "Platform"); and

B. The Business is interested in receiving the services rendered by the Contractor for its projects using the Platform; and

C. The Contractor has the right and capacity to engage skilled and experienced sub-contractors (the "Sub-Contractors") to deliver the services requested by the Business, in consideration for a remuneration payable to the Contractor,

the Contractor and the Business (the "Parties") have agreed on the following terms and conditions.

1. Main Conditions

1.1. Services

The services delivered by the Contractor to the Business (the “Services”) shall be determined in a Task. The list of the Services that may be ordered by the Business is available in the Business’s account on the Platform.

1.2. Tasks

1.2.1. A Task means the scope of Services, their terms and conditions filled in and submitted by the Business via the Business’s account at the Platform.

1.2.2. In each Task the Business shall, at least:

describe the Services requested, for example, by attaching separate documents specifying their scope;

indicate the Business’s personnel appointed as the contact persons for the Task; and

either (1) specify the budget for the Task, or (2) set a budget range, or (3) ask Sub-Contractors to suggest the budget.

The Business may add the date when the Task shall be completed (the “Delivery Date”). For the long-term projects that are expected to continue over 14 calendar days (the “Long-Term Project”), the Business may add a schedule that specifies Delivery Dates, scope of Services and budgets for each stage. The Business may specify how the Services deliverables (the “Deliverables”) shall be sent or add any other terms and conditions to the Task at its own discretion. The Business may first set a Task specifying the required description and then assign it to a Sub-Contractor.

1.2.3. The Business shall set a Task that shall not infringe upon the rights of third parties or violate any applicable laws and legal obligations of any party, shall be clear, exhaustive and objectively achievable both generally and taking into account materials and information provided by the Business that are required to perform the Task. The Contractor shall not be liable to the Business in any form or amount if these requirements are not met, even when the Task has been accepted. If such Task is set by the Business (a “faulty task”) and the Contractor discovers it, the Contractor shall have the right to return the pre-paid amount for the Task to the Business or debit it for performance of other Task(s), less any actual damages, fees, costs and disbursements incurred as a result of administration of the faulty task, without prejudice to any other legal remedies it might have.

1.2.4. Once a Sub-Contractor accepts the Task, it becomes binding for the Business and the Contractor. The Business shall be responsible for the communication with the Sub-Contractor before and within the Task period, as well as for the acceptance of the Deliverables.

1.3. Fees

1.3.1. The Contractor’s fee for a Task (the “Fee”) is equal to the sum of:

(i) the Task budget which is:

proposed by the Business for this Task and accepted by the Contractor (or the Sub-Contractor on behalf of the Contractor), or

proposed by the Contractor (or the Sub-Contractor on behalf of the Contractor) and accepted by the Business; and

(ii) the Contractor's management fee, which is calculated on the basis of the Task budget as described in the pricing section at <https://www.sendico.io/> .

1.3.2. Any Task becomes available to the Sub-Contractors only when the Business's Deposit balance is equal to or exceeds the Fee offered by the Business for the Task.

1.3.3. Once the Sub-Contractor has accepted the Task the Fee amount shall be automatically reserved by the Contractor (the "Reserved Amount"). The Reserved Amount may not be paid to the Sub-Contractor or returned to the Business except as in accordance with the Reserved Amount Release (clause 1.5) or with clause 1.2.3.

1.4. Business's Deposit

1.4.1. The Business's deposit (the "Business's Deposit") is an advance payment for the Services and the Contractor's management fee (the Fees). The Business may check the balance of the Business's Deposit (accounts payable) in its account at the Platform.

1.4.2. The Contractor shall acknowledge on the Business's Deposit only the funds actually received to the Contractor's bank account. The Business shall bear any and all banking fees, transaction fees, costs, taxes and charges as may be applicable to each payment.

1.4.3. The Contractor shall return the Business's Deposit outstanding amount to the Business within 30 Business Days after the Agreement is terminated (clause 12.1). The Business's Deposit will be returned in the same currency as paid by the Business.

1.4.4. The Contractor shall withhold the Fee from the Deposit amount being repaid, as described in the pricing section at <https://www.sendico.io/> .

1.4.5. No interest shall accrue on any amount of the Business's Deposit.

1.4.6. In case the Business's Deposit is less than the Fee for any Task, the Business is obliged to pay the Fee immediately. The Business shall defend and hold harmless the Contractor in case of any dispute with a third party, including the Sub-Contractors, arising in relation to failure to pay the applicable Fee and shall overtake any dispute brought against the Contractor in this regard in accordance with clause 9.

1.5. Reserved Amount Release

The Reserved Amount less the Contractor's management fees shall be released to the Sub-Contractor and/or the Business, depending on whoever may be entitled to its receipt, at the Task Completion Date (clause 3.7) or in accordance with clause 1.2.3. Any fees or disbursements imposed by correspondent banks, as well as the payee's (the Business or Sub-Contractor, as the case may be) banks and payment service providers, will be deducted out of the amount released.

1.6. Payout Details

The Business acknowledges and agrees that certain payout methods may not provide for refund in case of specifying incorrect payment details. The Business shall be responsible for accuracy of the payment details it enters on the Platform, and if the Business specifies incorrect payment details and the Contractor makes any payment

accordingly, the Contractor's obligations shall be considered duly performed and discharged, therefore requiring, as the case may be, a repeated payment on the part of the Business. The Business undertakes to make such repeated payment immediately upon the Contractor's request and reimburse the Contractor for any expenses incurred in connection with an incorrect payment and the repeated payment, including processing and administration fees, commissions and charges of banks and payment institutions, payment tracking fees, etc.

1.7. Currency Exchange

The Contractor aims to provide the best currency exchange rates for the Business, but the applicable exchange rate may vary. In case of currency exchange where the currency of the Business's payment and the currency of the Business's Deposit and/or the currency of the Fee differ, the Business agrees to the application of the Contractor's exchange rate as shown at <https://www.sendico.io/> (the "Rate"). If the Business wishes to convert the Business's Deposit into another currency, the Business agrees to reevaluate the account payable to the Business (and account receivable from the Contractor as recorded in the Business's books) at the Rate. If the currency of the Fee differs from the currency of the Business's Deposit, the amount to be reserved from the Business's Deposit (clause 1.3.3) will be determined according to the Rate. If (i) the Reserved Amount is released to the Business, or (ii) the Business's Deposit is returned to the Business (clause 1.4.3), the revaluation will be carried out at the Rate, but in no case shall result in: (x) the amount released exceeding the amount reserved, or (y) the amount returned exceeding the amount actually paid by the Business, and the Business agrees to such revaluation of the account payable. In case of any doubts, the Business shall communicate with the Contractor regarding the applicable exchange rate.

In instances where the Business's Deposit was paid in multiple currencies, the Fee will initially be reserved from the portion of the Business's Deposit made in the currency that matches the currency of the Fee. Following this, the Contractor will apply the first-in, first-out (FIFO) accounting method, in accordance with the International Financial Reporting Standards (IFRS).

1.8. Accuracy and Prevalence

The Business shall be solely responsible for the accuracy and completeness of any information specified through interacting with the Platform. All interactions in relation to Tasks, Fees and the Business's Deposit shall be made by the Business via the Platform and are binding on the Business. Once the Business provides any information and/or makes any confirmation via the Platform, such information and/or confirmation is deemed to be provided and/or given by and is binding on the Business. If and where the Business may interact with the Contractor by other means, interactions (including e-mail and instant messaging) via the Platform shall prevail.

2. Tasks: Changes and Acceptance

2.1. The Business may place a Task only if the account payable to the Business – the Business's Deposit (clause 1.4) – is positive.

2.2. If the Business receives any objections, comments or questions for the Task from the Contractor and/or a Sub-Contractor, it shall address them promptly and clarify the

Task, if needed. The Business may change the Task at its sole discretion until the Sub-Contractor has accepted the Task.

2.3. Once a Sub-Contractor accepts via the Platform the Task “as is”, the Task receives the status “Accepted” or similar with the indication of the acceptance date. The Contractor does not guarantee that any Sub-Contractor accepts the Task.

2.4. The Business may change the accepted Task before the Delivery Date(s) (clause 1.2.2) only subject to the Sub-Contractor’s consent. The amended Task substitutes the previous Task for the Business, the Contractor and the Sub-Contractor.

2.5. The Sub-Contractor may reject the amended Task.

2.6. The Business and the Sub-Contractor may repudiate the Task without explanation before its Delivery Date, or at any time before Task Completion if the Delivery Date is not specified.

2.7. If anything specified in clauses 2.5 or 2.6 occurs, the Business and the Sub-Contractor will negotiate the budget amount due to the Sub-Contractor as well as other Task issues. If they do not agree on these issues, the dispute shall be resolved via the Arbitration (section 4).

3. Services Delivery and Task Completion

3.1. The Services specified by the Task will be delivered by the Sub-Contractor(s) who accepted the Task.

3.2. The Business shall communicate and discuss all issues arising during the work on the Task directly with the Sub-Contractor(s). The Contractor shall be entitled to join such communication and negotiations at any time at its own discretion, and the Business shall provide it with access to the respective group chats, e-mail correspondence or other communication channels.

3.3. The Deliverables (including software programs in object or source code, designs, architecture, drawings, content, texts etc.) may be delivered by the methods and via the resources specified in the Task. If the resources applied are beyond control or access of the Contractor, the Business expressly acknowledges and agrees that the Sub-Contractor may upload to its account on the Platform screenshots or other proofs that the Deliverables have been delivered to the Business. The Deliverables shall also include the results of any work performed in accordance with the Task before its amendment (clause 2.4).

3.4. The Business shall review the Deliverables received after the Sub-Contractor completes the Task at the Platform (by clicking “Submit” or other similar action in the Platform user interface) (the “Task Submission”) and either accept them or submit its refusal and list the deficiencies revealed. The Business may opt, by using a relevant setting in the Business’s interface on the Platform, to automatically accept the Deliverables from certain Sub-Contractors, in which case the Task will be deemed completed immediately upon Task Submission.

3.5. The Business shall accept the Deliverables or submit its refusal within 5 Business Days (the “Review Period”) as of the Task Submission date.

3.6. If the Business submits refusal, a new Review Period shall commence upon the completion and delivery of the rectified Deliverables by the Sub-Contractor as provided for in clauses 3.4–3.5. The Business shall be entitled to reject the Deliverables in full if the deficiencies cannot be rectified by the Sub-Contractor in a reasonable time requested by the Business. If so, the Business and the Sub-Contractor shall agree upon the remuneration to be paid to the Sub-Contractor. If they do not agree on it, the dispute shall be resolved via the Arbitration (section 4).

3.7. The Task shall be deemed completed (“Task Completion”) on the day (the “Task Completion Date”) when:

3.7.1. the Business has accepted the Services and their Deliverables (rectified Deliverables) “as they are” by clicking an “Accept” button or performing similar action in the Platform user interface; or

3.7.2. the Review Period (clause 3.5) has expired provided that the Business has not submitted its refusal and the list of deficiencies; or

3.7.3. the Business and the Sub-Contractor have completed the Task and mutually agreed upon the remuneration payable (see clauses 2.5–2.7, 3.6); or

3.7.4. the dispute between the Business and the Sub-Contractor is resolved via the Arbitration (section 4); or

3.7.5. the final resolution of the competent court becomes enforceable if a dispute between the Business and the Sub-Contractor is not resolved via the Arbitration; or

3.7.6. the Business overrides Task Submission and accepts the Deliverables before the due date and submission of the Deliverables by the Sub-Contractor, provided, however, that such an override does not release the Sub-Contractor from its obligation to fulfil the Task. In this case the Contractor accepts and becomes obliged to pay for the Services rendered to the Sub-Contractor as of the moment of the override (Task Completion) and shall bear no liability to the Business with regard to a refund of the advance payment that the Business had previously made in respect of the Task; or

3.7.7. the Task is Submitted if the Business opted to automatically accept the Deliverables from the Sub-Contractor in question.

4. Arbitration (Internal)

4.1. “Arbitration” is the procedure of the pre-trial resolution of a dispute between the Business and the Sub-Contractor, facilitated by the Contractor.

4.2. To commence the Arbitration, the Business or the Sub-Contractor must contact the Contractor’s support team, state their claims and enclose all documents and information as may be necessary for the dispute resolution (except when they are already in possession of the Contractor).

4.3. Having received the claim, the Contractor will notify and engage the other party to the Arbitration.

4.4. Any resolution passed at the Arbitration becomes binding for the Business and the Sub-Contractor only if they both have expressed consent to be bound by it. The

Contractor shall promptly release the Reserved Amount in favour of the Business and/or the Sub-Contractor depending on the resolution.

4.5. The Arbitration shall not exceed one month after the claim filing. If the Business and the Sub-Contractor cannot reach an amicable solution within this period, either of them shall be entitled to bring the dispute to the competent court or arbitration tribunal as per clause 12.7.

5. Invoicing

5.1. Upon debiting of the Business's Deposit with the Fees, the Contractor shall submit to the Business an invoice for payment generated by the Platform. The invoice shall be submitted in electronic form to the Business's account and shall contain the name and address of the Contractor (and the assignor of the Intellectual Property Rights, if applicable), as well as confirmation of the assignment of Intellectual Property Rights to the Deliverables to the Business that took place as provided for in section 7.

5.2. The amounts stated in the invoice generated by the Platform include the remuneration for the assignment of the Intellectual Property Rights as provided for in clause 7.4.

5.3. The Task Completion (acceptance by the Business of the Task according to the procedure described in this MSA), which triggers the payment of the invoice by debiting the Business's Deposit with the Fees, shall constitute an acceptance:

(i) of the Task by the Business. For the avoidance of doubt, the acceptance of Services in accordance with the procedure set by this MSA by the Business shall mean that the Business has reviewed the Task and is satisfied as to its completion and performance of all obligations by the Contractor (including transfer of all related materials outside the Platform, which is not controlled by the Contractor, and compliance with formalities). If the Business has overridden a Task Submission, it agrees that it has accepted the Task and Deliverables "as is", independent of the quality of the work, time spent on its performance and any other circumstances, and no claims and/or disputes in respect of this Task shall be accepted; and

(ii) of the Intellectual Property Rights, as assigned to the Business by the Contractor according to section 7 and clause 5.2 of this MSA.

6. Logging of Activities and Personal Data

6.1. The Contractor logs all activities of the Business on the Platform, including placement or changing of Tasks and communications with the Sub-Contractor(s).

6.2. To ensure execution and performance under the Agreement, and communication between the Business and the Sub-Contractor before and while working on the Task, the Contractor shall be entitled to collect, store, transfer to the Sub-Contractors or process the personal data of the Business's employees, contractors, agents or any other data subjects acting on behalf of the Business, including last name, first name, patronymic (if applicable), place of employment, job title and the powers to enter into the Agreement, telephone number, e-mail addresses, details of social media and messenger accounts, correspondence with individuals when the Business communicates with the Sub-Contractor(s), including pictures and images, audio containing voices, video and audio recordings.

6.3. The terms of personal data processing are set out in the Privacy Policy available at the Website.

6.4. The Business shall ensure compliance with applicable personal data processing regulations while transferring to the Contractor the personal data of its employees or other individuals acting on behalf of the Business.

7. Intellectual Property Rights

7.1. "Intellectual Property Rights" shall mean intellectual property rights to the Deliverables, i.e. (i) copyrights and related rights, inventions (whether patentable or not), patents, trademarks, get up or logos, trade names, service marks, business names (including internet domain names), design rights, database rights, semiconductor topography rights, rights in undisclosed or confidential information (such as know-how and trade secrets), in each case whether registered or unregistered; (ii) applications for registration, the right to apply for registration for any of the same, and any renewals, reissues, extensions, continuations or divisions thereof; (iii) rights to use such assets listed in (i) and (ii) under licences, consents, orders, statutes or otherwise; and (iv) all other intellectual property rights and equivalent or similar forms of protection now or hereafter subsisting anywhere in the world.

7.2. The Business shall retain any and all Intellectual Property Rights to the information that has been disclosed to the Contractor or any of its Sub-Contractors for the purposes of Services delivery.

7.3. If the Business provides the Contractor or a Sub-Contractor with any intellectual property or information to be used in the course of rendering the Services, then the Business, by providing such intellectual property or information, grants the Contractor and the Sub-Contractor a free, non-exclusive, transferrable, non-assignable worldwide licence for the intellectual property and information so provided. The Business grants such licence only for the period of the Services delivery. Such licence allows using the Business's intellectual property only for and in the course of Services delivery. The Contractor or the Sub-Contractor shall, at the Business's choice, return or destroy the copies of the Business's intellectual property after Services delivery.

7.4. The Parties agree that Intellectual Property Rights to the Deliverables that have been created pursuant to the Task and delivered to the Business are assigned directly from the Sub-Contractor(s) to the Business on the Task Completion Date, and remuneration for assignment of the Intellectual Property Rights from the Sub-Contractor(s) to the Business is included into the Fees or as provided for in the Task, unless the Parties have chosen not to transfer the Intellectual Property Rights using the applicable Platform user interface or respective indication in the Task description.

7.5. The Business gives the Contractor permission to use the logo, brand name and other identifying marks of the Business (collectively, the "Logo") for mentioning the Business among the customers of the Platform in marketing materials, websites, social media, promotional content, presentations, advertisements, brochures and other communications relating to the Platform. The Logo shall not be altered, modified or used in any manner that may distort its appearance or misrepresent the Business. If the Business provides the Contractor with the brand book, then any use of the Logo by the Contractor shall comply with the brand book.

This authorisation shall remain in effect for the duration of the business contractual relationship between the Business and the Contractor and for five years thereafter, unless otherwise revoked in writing by the Business. After the contractual relationship between the Business and the Contractor ends, the Contractor may mention the Business among the past customers of the Platform, but may not make any statement or represent that the contractual relationship between the Business and the Contractor is ongoing.

The Logo may not be used:

- in any manner that implies endorsement, sponsorship or affiliation with the Business beyond the agreed scope;
- in a way that is misleading, defamatory or damaging to the Business's reputation; or
- on materials that contain offensive, illegal or inappropriate content.

The Business hereby releases the Contractor from any liability arising from the use of the Logo, provided that such use is within the conditions set out in this clause.

8. Confidentiality

8.1. Each Party shall treat as confidential (as set forth herein) all and any information that has been developed or became known to it in the course of performing its obligations under this MSA (the "Confidential Information"). Each Party shall not use such Confidential Information except as contemplated herein or otherwise authorised in writing. Each Party shall implement reasonable procedures to prohibit the unauthorised disclosure or misuse of the Confidential Information and shall not intentionally disclose such Confidential Information to any third party except for the purpose of performing its obligations under this MSA, and subject to confidentiality obligations similar to those set forth herein. In addition, the Contractor may disclose the amount of the Contractor's management fee to the person who recommended the Platform to the Business for the purpose of calculation of a referral fee. Each Party shall use at least the same procedures and degree of care that it uses to prevent disclosure of its own confidential information to prevent disclosure of the Confidential Information.

8.2. Neither Party shall have liability to the other with regard to any Confidential Information: (i) which was publicly available at the time it was disclosed or becomes publicly available through no fault of the Party which received the Confidential Information (the "Recipient"); (ii) was known to the Recipient, without similar confidentiality restriction, at the time of disclosure; (iii) was independently developed by the Recipient without any use of Confidential Information as evidenced by records; or (iv) becomes known to the Recipient without similar confidentiality restriction from a source other than the Party which discloses the Confidential Information (the "Disclosing Party"). In addition, each Party shall be entitled to disclose the Confidential Information to the extent required by any order or requirement of a court, administrative agency or other governmental body, provided that the Recipient provides the Disclosing Party prompt advance notice thereof to enable the Disclosing Party to seek a protective order or otherwise prevent such disclosure.

8.3. This section 8 applies unless otherwise stated in a separate non-disclosure agreement executed by the Parties.

9. Indemnity and Contractor's Liability

9.1. In addition to any other remedies available to the Indemnified Parties, the Business shall indemnify the Indemnified Parties against any aggregate of losses and Litigation Expenses (clause 9.2) (together the "Indemnifiable Losses") arising out of any judicial, administrative or arbitration action, suit, claim, investigation or proceeding brought by a Sub-Contractor, authorities or any third party in connection with a Task, breach of third-party rights (including intellectual property rights and moral rights or obligations to the Sub-Contractor(s)), and/or use of intellectual property and information provided by the Business to the Contractor for use in the course of rendering the Services, or processing personal data referred to in clause 6.2, whether or not through the actions of the Business, its employees or sub-contractors (a "Non-Party Claim"), except if the Indemnified Parties caused those Indemnifiable Losses by gross negligence or intent.

9.2. The "Litigation Expenses" shall mean any out-of-pocket expense incurred in defending a Non-Party Claim or in any related investigation or negotiation, including court filing fees, court costs, arbitration fees, witness fees, and attorneys' and other professional fees and disbursements.

9.3. To be entitled to indemnification under clause 9.1, the Indemnified Party subject to a Non-Party Claim must no later than 10 days after it first knew of that Non-Party Claim notify the Business of that Non-Party Claim and deliver to the Business a copy of all legal pleadings with respect to the Non-Party Claim. If the Indemnified Party fails to timely notify the Business of a Non-Party Claim, the Business will be relieved of its indemnification obligations with respect to that Non-Party Claim to the extent that the Business was prejudiced by that failure and the Business will not be required to reimburse the Indemnified Party for any Litigation Expenses the Indemnified Party incurred during the period in which the Indemnified Party failed to notify the Business.

9.4. To assume the defence of a Non-Party Claim, the Business must notify the Indemnified Party that it is doing so. Promptly thereafter, the Business shall have the right to represent the Indemnified Party in the Non-Party Claim via an independent legal counsel reasonably acceptable to the Indemnified Party.

9.5. The Indemnified Party is entitled to participate in the defence of a Non-Party Claim. The Indemnified Party may defend a Non-Party Claim with counsel of its own choosing and without the Business participating if (i) the Business notifies the Indemnified Party that it does not wish to defend the Non-Party Claim, (ii) by midnight at the end of the tenth day after the Indemnified Party notifies the Business of the Non-Party Claim if the Business does not notify the Indemnified Party that it wishes to defend the Non-Party Claim, or (iii) representation of the Business and the Indemnified Party by the same counsel would, in the opinion of that counsel, constitute a conflict of interest.

9.6. The Business shall pay any Litigation Expenses that the Indemnified Party incurs in connection with defence of the Non-Party Claim before the Business assumes the defence of that Non-Party Claim, except with respect to any period during which the Indemnified Party fails to timely notify the Business of that Non-Party Claim. The Business will not be liable for any Litigation Expenses that the Indemnified Party incurs

in connection with defence of a Non-Party Claim after the Business assumes the defence of that Non-Party Claim, other than Litigation Expenses that the Indemnified Party incurs in employing counsel in accordance with clause 9.5, which Litigation Expenses the Business shall pay promptly as they are incurred.

9.7. After the Business assumes the defence of a Non-Party Claim, the Business may contest, pay or settle the Non-Party Claim without the consent of the Indemnified Party only if that settlement (i) does not entail any admission on the part of the Indemnified Party that it violated any law or infringed the rights of any person, (ii) has no effect on any other claim against the Indemnified Party, (iii) provides as the claimant's sole relief monetary damages that are paid in full by the Business, and (iv) requires that the claimant release the Indemnified Party from all liability alleged in the Non-Party Claim.

9.8. To the maximum extent permitted by applicable law, the Contractor disclaims all liability and shall not be liable for any indirect, incidental, special, consequential or punitive losses or damages, as well as for lost profits or revenues, goodwill, work suspension, security breaches, viruses, computer failure or malfunction, use, data or other intangible losses or commercial damages, even if any of the Parties are advised of the possibility of such losses, arising under or in connection with this MSA. This provision does not limit or exclude liability for death or personal injury. In any case, the Contractor's liability shall be limited to 30% of the Contractor's management fee (clause 1.3.1) for the year preceding the event which has given rise to the Contractor's liability.

10. Warranties and Guarantees

10.1. The Contractor warrants and guarantees that:

10.1.1. The Contractor is a duly incorporated company, legally operating and in good standing in accordance with the laws of the country of its incorporation with the full capability to enter into this MSA, and that upon acceptance, this MSA shall be a valid, binding and enforceable legal instrument upon the Contractor.

10.1.2. Performance of this MSA by the Contractor shall not contradict or violate any provisions of the corporate documents and bylaws of the Contractor.

10.1.3. The Contractor has complied and will continue to comply with all applicable anti-corruption legislation, it has not offered, paid, promised, authorised, accepted or received, and will not offer, pay, promise, authorise, accept or receive, directly or indirectly, any bribe, kickback or other improper or illegal payment to or from any person or entity, including any public official or government authority, in connection with this Agreement, the Business or any circumstance related hereto.

10.1.4. The Contractor will not be involved, directly or indirectly, in any improper payments, loans, gifts, donations, hospitality, travel expenses or other contributions to, for the benefit of or at the direction of any public official related to this Agreement. This clause does not prohibit appropriate payments made through official governmental payment mechanisms directly related to this Agreement. The Contractor agrees to maintain separate, accurate, transparent and complete financial books, records and accounts related to its performance under this Agreement and expenses incurred, including payments made to any government authority.

10.1.5. The Contractor agrees to comply with all applicable anti-money laundering laws, regulations, rules and principles in the jurisdiction of its incorporation and all other jurisdictions in which it operates.

10.1.6. Neither the Contractor nor any of its directors, officers, employees, affiliates, assets or interests are listed on, or controlled by entities designated on, any relevant sanctions list of applicable authorities.

10.2. The Business warrants and guarantees that:

10.2.1. The Business is a duly incorporated company, legally operating and in good standing in accordance with the laws of the country of its incorporation with the full capability to enter into this MSA, and that upon acceptance, this MSA shall be a valid, binding and enforceable legal instrument upon the Business.

10.2.2. The acceptance has been executed by a duly authorised representative of the Business.

10.2.3. Execution, delivery and performance of this MSA by the Business do not and shall not contradict or violate any provisions of the corporate documents and bylaws of the Business.

10.2.4. The Business warrants and guarantees that the Business is not involved in the restricted activities enlisted in section 4 of the PART A – GENERAL TERMS OF USE.

10.3. The Business shall, upon the Contractor's request, provide any documents and information required for the KYB procedures, and warrants that such documents and information are true, accurate and valid. The Contractor may, in its discretion, suspend any Services and transactions hereunder until successful completion of the KYB procedures to the Contractor's satisfaction.

11. Electronic Signature

11.1. The login (username) and password shall constitute the Business's electronic signature (the "Electronic Signature"). The Electronic Signature defined in this clause shall be a lawful equivalent of the Business's own signature.

11.2. The Business shall keep the Electronic Signature and any of its components secret. It shall take all reasonable measures necessary to prevent unauthorised access to the Platform on its behalf.

11.3. If any individual or entity accesses the Platform using the Electronic Signature, such access shall be deemed the Business's authorised access unless it has proven otherwise. Any and all Business's activities on the Platform when it uses the Electronic Signature shall legally bind the Business.

12. Other Terms

12.1. Term and Termination. The MSA between the Parties shall become effective upon the Adherence Date and continue in full force and effect until terminated. Either Party may terminate the MSA by giving 30 days' prior written notice to the other Party.

12.2. Notices and Communications. Any notices required or allowed hereunder shall be given via the Business's account in electronic form, or via the e-mail specified in section 13 for the Contractor and in the Business's account for the Business.

12.3. Force Majeure. Neither Party shall be responsible for a failure or delay of performance hereunder solely due to acts of war, hostility or sabotage, acts of God, governmental acts or restrictions, revolutions, civil disturbances, riots, insurrections, epidemics, or any other events beyond the reasonable control of the obligated Party (the "Force Majeure Event") provided, however, that such Party (i) has not contributed to such Force Majeure Event; (ii) has exerted reasonable efforts to avoid such Force Majeure Event or to mitigate its effects; and (iii) continues to exert reasonable efforts to comply with this Agreement. The Party prevented from performing this Agreement due to a Force Majeure Event shall promptly notify the other Party of the occurrence of such Force Majeure Event specifying the details and the estimated duration thereof.

12.4. No partnership, employment, or joint venture. This Agreement shall not create a partnership, employer or employee, joint venture or any other relationship except that of independent contractor between the Contractor and the Business.

12.5. Entire Agreement. This MSA, along with the Schedules and Tasks referred to herein, constitutes the entire agreement and understanding between the Contractor and the Business with respect to its subject matter and supersedes all prior understandings, agreements, representations and warranties, whether written or oral, with respect to such subject matter.

12.6. Survival. Sections 8 and 9 shall survive termination of the Agreement between the Parties and remain in full force and effect as follows:

12.6.1. section 8 – for 3 years as of the termination date;

12.6.2. section 9 – for the entire applicable limitation period.

12.7. Governing Law and Dispute Resolution.

12.7.1. Governing Law. This Agreement and any non-contractual obligations arising out of or in connection with it are governed by and construed in accordance with the laws of Hong Kong.

12.7.2. Dispute Resolution. Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be finally resolved by arbitration administered by the Hong Kong International Arbitration Centre (HKIAC) under the HKIAC Administered Arbitration Rules in force when the notice of arbitration is submitted. The seat of arbitration shall be Hong Kong. The arbitration proceedings shall be conducted in English. The decision and award of the arbitral tribunal shall be final and binding on both Parties and may be entered and enforced in any court of competent jurisdiction.

12.8. Assignment. The Business shall not assign any rights or delegate any duties under this Agreement without the Contractor's prior written consent, and any attempt to do so without such consent shall be void. The Contractor shall be entitled to assign rights and delegate duties under this MSA to a third party without the prior consent of or a notice to the Business.

12.8.1. In the event of such assignment or delegation referred to in clause 12.8, the details of the third party will be set out in the relevant invoice provided to the Business.

12.9. Multiple Parties. If more than one person or entity is named as the Contractor herein, except as otherwise expressly provided herein, the obligations of the Contractor

hereunder shall be the joint and several responsibility of all persons or entities named herein as the Contractor.

13. Contractor's Details

Contractor (Company) details:

SMX Operations Limited

Room 607, 12/F., Block C, Hong Kong Industrial Centre, 489-491 Castle Peak Road,
Lai Chi Kok, HongKong

Email: info@sendico.io

PART C – CONTRACTOR SERVICE AGREEMENT (CONTRACTORS)

1. General

The Company (see “Company’s Details” in section 13) offers the possibility to be engaged into its Business’ projects on the conditions specified in this Service Agreement (the “Agreement”).

The text of this Agreement is available at the <https://www.sendico.io/> .

By clicking “I accept the Terms of Service” or “I accept the Service Agreement” at the Platform at <https://www.sendico.io/> (the “Website”), regardless of before or after registration on the Website, you accept this Agreement.

The Company and you (the “Contractor”) are separately referred to as the “Party” and jointly as the “Parties”.

This Agreement may be changed from time to time by the Company by publishing the new version of the Agreement on the Website. The Company shall notify the Contractor of the prospective change 7 days in advance by email tied to the Contractor’s account. The notice may be shorter in case the revisions are required to ensure compliance of this Agreement with law, the new case law or guidelines and practices of the enforcing authorities and agencies. The revised version of the Agreement shall be effective starting from the date of entry into force stated in such version, and if not stated, from the date of its publication on the Website. The Contractor’s continued use of the Platform when the revised Agreement has entered into force shall be considered as the Contractor’s consent to the revised Agreement. If the Contractor disagrees with any of the revisions, he/she may stop using the Platform and request that his/her account be closed. The Company shall rely on the Contractor’s continued use of the Platform as consent to the Agreement currently in force. Each new version of the Agreement shall apply to the relations of the Parties that had existed before the date of publication of the respective version of the Agreement and shall thus substitute the previous terms governing their relations from the date and time of the acceptance of the Agreement by the Contractor upon registration on the Platform (unless otherwise expressly provided for in a particular version of the Agreement). The date and time of acceptance of the Agreement at registration are determined based on the data recorded by the Platform.

Recitals

Whereas:

A. The Company operates the online platform available at <https://www.sendico.io/> that allows its clients (the “Business”) to place orders for services, and simplifies document flow between the Business and skilled professionals performing their orders (the “Platform”); and

B. The Contractor is interested in delivering professional services to the Business; and

C. The Company has the capacity to find and onboard the Business, and wishes to retain the services of Contractors for completing the Business’ tasks in consideration of remuneration payable to the Contractor,

the Parties have agreed on the following terms and conditions.

1. Main Conditions

1.1. Services

The services to be delivered by the Contractor to the Company (the “Services”) shall be defined in a Task. The list of the Services is provided in the Contractor’s account at the Platform.

1.2. Task

1.2.1. A Task means the scope of work, its terms and conditions filled in and submitted by the Business via the Business’s account at the Platform.

1.2.2. The Contractor may (but is not obliged to) accept any Task.

1.2.3. Once the Contractor accepts the Task, it becomes binding for the Contractor and the Company.

The Contractor acknowledges that when setting a Task the Business cannot infringe upon the rights of third parties or violate any applicable laws and legal obligations of any party, and the Task must be clear, exhaustive and objectively achievable both generally and taking into account the information and materials that are provided. The Company has a right to repudiate (cancel) a Task that violates these requirements (a “faulty task”) when discovered, even if the Task is accepted by the Contractor, and no obligations regarding performance of works/services, payment, intellectual property rights assignment or any other obligations shall exist pursuant to such Task, except for each Party returning whatever has been received under the Task. The Contractor agrees to refrain from accepting such Tasks.

1.2.4. The Contractor shall be responsible for direct communication with the Business before and within the Task period, as well as for performing the Services under the Task.

1.3. Fee

1.3.1. The Contractor’s fee for a Task (the “Fee”) is equal to the Task budget which is:

1.3.1.1. proposed by the Business for this Task and accepted by the Contractor on behalf of the Company; or

1.3.1.2. proposed by the Contractor and accepted by the Business.

1.3.2. Once the Contractor has accepted the Task, the Fee amount shall be automatically reserved by the Company (the “Reserved Amount”). The Reserved Amount may not be paid to the Contractor or returned to the Business except in accordance with the Reserved Amount Release (clause 1.4) or clause 1.2.3.

1.4. Reserved Amount Release

1.4.1. The Reserved Amount shall be released to the Contractor and/or the Business depending on whoever may be entitled to its receipt, at the Task Completion Date (clause 3.7).

1.4.2. The amounts released to the Contractor shall accrue on the Contractor’s account on the Platform as accounts payable and shall be paid out to the Contractor upon his/

her request. Payments may be made through payment providers and other third parties at the discretion of the Company.

1.4.3. Any bank/transaction fees or disbursements imposed by the Company's bank and payment service providers related to one payout per month (other than SWIFT transfers) shall be paid by the Company. For more than one payout per month, such fees or disbursements shall be borne by the Contractor. SWIFT transfers are carried out with SHA instructions. Additionally, any fees or disbursements imposed by correspondent banks, as well as the Contractor's banks and payment institutions, will be deducted out of the amount released to the Contractor.

2. Task, Changes and Acceptance

2.1. If the Contractor receives any objections, comments or questions from the Business or the Company regarding a Task, he/she shall address them promptly and provide them with clear responses.

2.2. If the Contractor accepts the Task via the Platform, it is deemed that the Contractor accepted the Task "as is" with all the terms of the Task. In order to make amendments to the Task, the Contractor shall communicate with the Business so that the Business changes the terms of the Task. The Company shall keep records of the Task, including its acceptance date.

2.3. The Business may change the Task anytime until it is accepted by the Contractor. After acceptance, changes may only be made with the consent of the Contractor. The amended Task substitutes the previous Task for the Business, the Company and the Contractor.

2.4. The Contractor may reject the amended Task.

2.5. The Business and the Contractor may repudiate the Task without explanation before the date of its completion if such date is specified in the Task, or at any time before completion of the Task if such date is not specified.

2.6. If anything specified in clauses 2.4 or 2.5 occurs, the Business and the Contractor will negotiate the Fee amount due to the Contractor as well as other Task issues. If they do not agree on these issues, the dispute shall be resolved via the Arbitration (section 4).

3. Services Delivery and Task Completion

3.1. The Contractor shall provide the Services personally and shall neither engage other contractors for the Services nor assign his/her responsibilities under the Task to third parties unless otherwise agreed by the Business, the Company and the Contractor in writing (including via the Platform). Any attempt to do so without such consent shall be void. If the Business grants its consent for third parties' engagement/assignment, the Company's consent shall be considered granted automatically.

3.2. The Contractor shall communicate and discuss all issues arising during the work on the Task directly with the Business who placed the Task. The Company shall be entitled to join such communication and negotiations at any time at its own discretion, and the Contractor shall provide it with access to the respective group chats, e-mail correspondence or other communication channels.

3.3. The results of the Services (the “Deliverables”) (including software programs in object or source code, designs, architecture, drawings, content, texts etc.) may be delivered by the methods and via the resources specified in the Task. If the resources utilised are beyond control/access of the Company, the Contractor shall, within 5 days following the Company’s request, upload the screenshots (or other proofs that the Deliverables have been sent to the Business) to the Contractor’s account on the Platform. The Deliverables shall also include the results of any work performed in accordance with the Task before its amendment (clause 2.3).

3.4. The Business will review the Deliverables received after the Contractor completes the Task at the Platform (by clicking “Submit” or other similar action in the Platform user interface) (the “Task Submission”) and either accept the Deliverables or submit its refusal and list the deficiencies revealed within 5 Business Days (the “Review Period”) as of the Task Submission date.

3.5. If the Business submits refusal, a new Review Period shall commence upon the completion and delivery of the rectified Deliverables by the Contractor as provided for in clause 3.4.

3.6. The Business will be entitled to reject the Deliverables in full if the deficiencies cannot be rectified by the Contractor in a reasonable time requested by the Business. If so, the Business and the Contractor shall agree upon the Fee amount to be paid to the Contractor. If they do not agree on it, the dispute shall be resolved via the Arbitration (section 4).

3.7. The Task shall be deemed completed (“Task Completion”) on a day (the “Task Completion Date”) when:

3.7.1. the Business has accepted the Services and their Deliverables (rectified Deliverables) “as they are”, by clicking an “Accept” button or similar action in the Platform user interface; or

3.7.2. the Review Period (clause 3.4) has expired provided that the Business has not submitted its refusal and the list of deficiencies; or

3.7.3. the Contractor and the Business have completed the Task and mutually agreed upon the Fee payment (see clauses 2.4–2.6, 3.6); or

3.7.4. the dispute between the Contractor and the Business is resolved via the Arbitration (section 4); or

3.7.5. the final resolution of the competent court becomes enforceable if a dispute between the Contractor and the Business is not resolved via the Arbitration; or

3.7.6. the Business overrides Task Submission and accepts the Deliverables on the Company’s behalf before the due date and submission of the Deliverables by the Contractor, provided, however, that such an override does not release the Contractor from its obligation to fulfil the Task.

3.8. The Platform automatically generates and makes available in the Contractor’s account reference reports of the Services delivered and accepted per each Task and acceptance certificates for each Task that is completed (clause 3.7), and the Contractor authorises generation of such reports and certificates on his/her behalf. The report and

certificate shall become available for the Contractor no later than 10 days after the Task Completion Date (clause 3.7). The reference reports and acceptance certificates issued in the Contractor's name are deemed to be signed by the Contractor and may be relied upon by the Company and the Business. The Contractor shall, upon written request of the Company, sign and deliver to the Company a copy of such report or certificate.

4. Arbitration (Internal)

4.1. "Arbitration" is the procedure of the pre-trial resolution of a dispute between the Business and the Contractor facilitated by the Company.

4.2. To commence the Arbitration, the Business or the Contractor must contact the Company's support team, state their claims and enclose all documents and information as may be necessary for the dispute consideration (except when they are already in possession of the Company).

4.3. Having received the claim, the Company will notify and engage the defendant party to the Arbitration.

4.4. Any resolution passed at the Arbitration shall be binding for the Business and the Contractor only if both of them have expressed their consent to be bound by it. The Company shall promptly release the Reserved Amount in favour of the Business and/or the Contractor depending on the resolution.

4.5. The Arbitration shall not exceed one month after the claim filing. If the Business and the Contractor cannot reach an amicable solution within this period, any of them shall be entitled to bring the dispute to the competent court or arbitration tribunal as per clause 12.7.

5. Invoicing and Taxes

5.1. Upon the Task Completion Date (clause 3.7) the Contractor shall generate and send via the Platform an invoice to the Company. The Contractor hereby authorises automatic generation of invoices on the Platform on the Contractor's behalf. The invoice shall include the name and address of the Company, as well as confirmation of assignment of Intellectual Property Rights to the Deliverables (clause 7) to the Company.

The Company shall have a right to request the Contractor to provide additional documents and/or make corrections to the invoices, for example in case of VAT application.

5.2. The Contractor shall enter and/or confirm his/her payment details in the Contractor's account section of the Website when prompted. The Company reserves the right not to make a due payment to the Contractor until such confirmation. The Contractor shall be responsible for accuracy of the payment details.

5.3. After reaching **US\$ 200** or its equivalent in Fees the Contractor shall undergo the KYC procedure and provide documents and information requested by the Company (including, without limitation, documents required to verify the Contractor's identity, proof of address, bank account statements for up to 6 months preceding the request, and any other documents that the Company, in its sole discretion, may consider necessary) in order to continue using the Platform. The Company reserves the right to

request any of the above documents or information from time to time as long as cooperation between the Company and the Contractor continues. If the Tasks completed by the Contractor are denominated in currency other than **USD**, the amount of the Fees for the purposes of this clause shall be calculated according to the exchange rates on the dates of accrual. The Company may retain any amounts payable to the Contractor until the KYC procedures are successfully completed to the satisfaction of the Company.

5.4. The Contractor shall be solely liable for accounting and payment of any and all taxes, charges (including social security contributions) and similar amounts accrued on his/her income (the “Contractor’s Taxes”).

5.5. If the Company, for any reason, becomes liable for withholding and payment of the Contractor’s Taxes, it shall be entitled to withhold any amount due from the Fee. If the Company receives any official demand for payment of the Contractor’s Taxes after the Fee has been paid in full, the Contractor shall promptly reimburse to the Company an amount fully covering the amount of the taxes due.

6. Logging of Activities and Personal Data

6.1. The Company tracks and logs all activities of the Contractor on the Platform, including acceptance of Tasks, uploading of Deliverables and communications with the Business (s).

6.2. To ensure execution and performance under this Agreement, and communication between the Business and the Contractor before and while working on the Task, the Company will collect, store, transfer to the Business s or otherwise process the Contractor’s personal data: last name, first name, patronymic (if applicable), job title, age (to determine legal capacity), education, skills and relevant experience (places of employment etc.) as indicated by the Contractor in his/her account on the Platform; telephone number, e-mail addresses, details of social media and messenger accounts, correspondence with individuals when the Contractor communicates with the Business (s), including pictures and images, audio containing voices, video and audio recordings. To pay the Fee, the Company will request and use the Contractor’s banking details.

6.3. The rules and terms of processing of personal data are set out in the Privacy Policy available at: <https://www.sendico.io/> .

7. Intellectual Property Rights

7.1. “Intellectual Property Rights” shall mean intellectual property rights to the Deliverables, i.e. (i) copyrights and related rights, inventions (whether patentable or not), patents, trademarks, get up or logos, trade names, service marks, business names (including internet domain names), design rights, database rights, semiconductor topography rights, rights in undisclosed or confidential information (such as know-how and trade secrets) in each case whether registered or unregistered; (ii) applications for registration, the right to apply for registration for any of the same, and any renewals, reissues, extensions, continuations or divisions thereof; (iii) rights to use such assets listed in (i) and (ii) under licences, consents, orders, statutes or otherwise; and (iv) all other intellectual property rights and equivalent or similar forms of protection now or hereafter subsisting anywhere in the world.

7.2. The Business will retain any and all Intellectual Property Rights to the information that has been disclosed to the Contractor for the purposes of rendering the Services.

7.3. If the Business provides the Contractor with any intellectual property or information to be used in the course of the Services, then the Contractor may use this intellectual property or information only for and in the course of the Services. The Contractor cannot sublicense or assign his/her right to use this intellectual property or information and cannot disclose it to any third party. The Contractor shall, at the Company's or the Business's choice, return or destroy the copies of the Business's intellectual property after the Task Completion Date.

7.4. The Contractor shall not, without prior written consent of the Business, apply any ready-made code (including open-source code), libraries, frameworks or their parts, or other solutions or content owned by third parties. If the Business grants the Contractor its consent for the use of a range of third-party components (e.g. libraries licensed under permissive open-source licences), then the Contractor shall submit a list of such third-party components used and publication sources.

7.5. The Contractor assigns the Intellectual Property Rights to the Deliverables to the Business immediately when the Deliverables are created (if the Deliverables are capable of protection). If, according to applicable law, assignment of Intellectual Property Rights requires completion of certain formalities, the Contractor shall complete these formalities promptly at the Company's request made on behalf of the Business. The Parties agree that Intellectual Property Rights to the Deliverables that have actually been delivered to the Business at Task Completion (pursuant to the procedure set forth in this Agreement for acceptance of the Services – Task Completion) shall be assigned directly to the Business, and remuneration for the Intellectual Property Rights paid by the Company on behalf of the Business shall be included in the Fees as provided for in the Task, unless the Parties have chosen not to transfer the Intellectual Property Rights using the applicable Platform user interface or respective indication in the Task description.

7.5.1. This clause 7.5.1 applies if the Contractor is an individual and has not engaged any sub-contractors or employees for provision of the Services. To the fullest extent permissible, the Contractor waives any moral rights he/she might have as an author of any of the Deliverables; if, according to applicable law, a waiver of an author's moral right is invalid, void or unenforceable, then the Contractor grants to the Company and the Business his/her consent for the use of any of the Deliverables without crediting the Contractor as its author, their alteration, inclusion in complex works, further assignment of Intellectual Property Rights to the Deliverables and publication.

7.5.2. This clause 7.5.2 applies if the Contractor is an entity or if the Contractor engaged any sub-contractors or employees for provision of the Services. The Contractor warrants that the authors of the Deliverables have granted their consents to: (i) use of the Deliverables without crediting them as authors; (ii) publication of the Deliverables; (iii) incorporation of the Deliverables into other intellectual property; and (iv) any changes to the Deliverables and their modification (including creation of derivative works), and that these consents are not revoked on the Task Completion Date.

7.6. The Contractor shall immediately transfer to the Business all Deliverables in the Contractor's possession or under the Contractor's control when the Agreement terminates for any reason, or at any time when the Business requests such transfer.

7.7. The Contractor agrees to complete all formalities and undertake all other actions (in each case, at the expense of the Business and subject to reasonable compensation of the time spent) which the Business requests in order to protect its Intellectual Property Rights and enjoy the full benefit of this clause 7.

7.8. The assignment of Intellectual Property Rights may be confirmed by issuance (generation) of a certificate of acceptance with the list of the completed Deliverables, which is a right but not an obligation of the Parties (see clause 3.8).

8. Confidentiality

8.1. Each Party shall treat as confidential (as set forth herein) all and any information that has been developed or became known to it in the course of performing its obligations under this Agreement, including the information received from Business s under a specific Task (the "Confidential Information"). Each Party shall not use such Confidential Information except as contemplated herein or otherwise authorised in writing. Each Party shall implement reasonable procedures to prohibit the unauthorised disclosure or misuse of the Confidential Information and shall not intentionally disclose the Confidential Information to any third party except for the purpose of performing its obligations under this Agreement, and subject to confidentiality obligations similar to those set forth herein. Each Party shall use at least the same procedures and degree of care that it uses to prevent disclosure of its own confidential information to prevent disclosure of the Confidential Information.

8.2. Neither Party shall have liability to the other with regard to any Confidential Information: (i) which was publicly available at the time it was disclosed or becomes publicly available through no fault of the Party which received the Confidential Information (the "Recipient"); (ii) was known to the Recipient, without similar confidentiality restriction, at the time of disclosure; (iii) was independently developed by the Recipient without any use of Confidential Information as evidenced by records; or (iv) becomes known to the Recipient without similar confidentiality restriction from a source other than the Party which discloses the Confidential Information (the "Disclosing Party"). In addition, each Party shall be entitled to disclose the Confidential Information to the extent required by any order or requirement of a court, administrative agency or other governmental body provided that the Recipient provides the Disclosing Party prompt advance notice thereof to enable the Disclosing Party to seek a protective order or otherwise prevent such disclosure.

8.3. This section 8 applies unless otherwise stated in a separate non-disclosure agreement contemplated by the Parties.

9. Indemnity and Company's Liability

9.1. In addition to any other remedies available to the Company, the Contractor shall indemnify the Indemnified Parties against any aggregate of losses and Litigation Expenses (clause 9.2) (together the "Indemnifiable Losses") arising out of any judicial, administrative or arbitration action, suit, claim, investigation or proceeding brought by a Business, authorities or any third party in connection with the Deliverables created or

transferred (assigned, licensed, etc.) under a Task and/or performance of a Task, whether by the Contractor (including its employees) or its sub-contractors (a "Non-Party Claim"), except if the Indemnified Party caused those Indemnifiable Losses by gross negligence or intent.

9.2. The "Litigation Expenses" shall mean any out-of-pocket expense incurred in defending a Non-Party Claim or in any related investigation or negotiation, including court filing fees, court costs, arbitration fees, witness fees, and attorneys' and other professionals' fees and disbursements.

9.3. To be entitled to indemnification under clause 9.1, the Indemnified Party subject to a Non-Party Claim must no later than 10 days after it first knew of that Non-Party Claim notify the Contractor of that Non-Party Claim and deliver to the Contractor a copy of all legal pleadings with respect to the Non-Party Claim. If the Indemnified Party fails to timely notify the Contractor of a Non-Party Claim, the Contractor will be relieved of its indemnification obligations with respect to that Non-Party Claim to the extent that the Contractor was prejudiced by that failure and the Contractor will not be required to reimburse the Indemnified Party for any Litigation Expenses the Indemnified Party incurred during the period in which the Indemnified Party failed to notify the Contractor.

9.4. To assume the defence of a Non-Party Claim, the Contractor must notify the Indemnified Party that he/she is doing so. Promptly thereafter, the Contractor shall have the right to represent the Indemnified Party in the Non-Party Claim via an independent legal counsel reasonably acceptable to the Indemnified Party.

9.5. The Indemnified Party is entitled to participate in the defence of a Non-Party Claim. The Indemnified Party may defend a Non-Party Claim with counsel of its own choosing and without the Contractor participating if (1) the Contractor notifies the Indemnified Party that he/she does not wish to defend the Non-Party Claim, (2) by midnight at the end of the tenth day after the Indemnified Party notifies the Contractor of the Non-Party Claim if the Contractor does not notify the Indemnified Party that he/she wishes to defend the Non-Party Claim, or (3) representation of the Contractor and the Indemnified Party by the same counsel would, in the opinion of that counsel, constitute a conflict of interest.

9.6. The Contractor shall pay any Litigation Expenses that the Indemnified Party incurs in connection with the defence of the Non-Party Claim before the Contractor assumes the defence of that Non-Party Claim, except with respect to any period during which the Indemnified Party fails to timely notify the Contractor of that Non-Party Claim. The Contractor will not be liable for any Litigation Expenses that the Indemnified Party incurs in connection with defence of a Non-Party Claim after the Contractor assumes the defence of that Non-Party Claim, other than Litigation Expenses that the Indemnified Party incurs in employing counsel in accordance with clause 9.5, which Litigation Expenses the Contractor shall pay promptly as they are incurred.

9.7. After the Contractor assumes the defence of a Non-Party Claim, the Contractor may contest, pay or settle the Non-Party Claim without the consent of the Indemnified Party only if that settlement (1) does not entail any admission on the part of the Indemnified Party that it violated any law or infringed the rights of any person, (2) has no effect on any other claim against the Indemnified Party, (3) provides as the claimant's sole relief monetary damages that are paid in full by the Contractor, and (4)

requires that the claimant releases the Indemnified Party from all liability alleged in the Non-Party Claim.

9.8. To the maximum extent permitted by applicable law, the Company disclaims all liability and shall not be liable for any indirect, incidental, special, consequential or punitive losses or damages, as well as for lost profits or revenues, goodwill, work suspension, security breaches, viruses, computer failure or malfunction, use, data or other intangible losses or commercial damages, even if any of the Parties are advised of the possibility of such losses, arising under or in connection with this Agreement. This provision does not limit or exclude liability for death or personal injury. In any case, the Company's liability shall be limited to 30% of the Fee (clause 1.3.1) for the year preceding the event which has given rise to the Company's liability.

10. Warranties and Guarantees

10.1. The Company warrants and guarantees that:

10.1.1. the Company is a duly incorporated company, legally operating and in good standing in accordance with the laws of the place of its incorporation with the full capability to enter into this Agreement, and that upon acceptance, this Agreement shall be a valid, binding and enforceable legal instrument upon the Company;

10.1.2. performance of this Agreement by the Company shall not contradict or violate any provisions of the corporate documents and bylaws of the Company.

10.2. The Contractor warrants and guarantees that:

10.2.1. the Contractor has the full legal capacity to accept this Agreement as an independent contractor, and that upon acceptance, this Agreement shall be a valid, binding and enforceable legal instrument upon the Contractor;

10.2.2. if the Contractor is a company, the Contractor is a duly incorporated company, legally operating and in good standing in accordance with the laws of the place of its incorporation, and performance of this Agreement by it does not contradict or violate any provisions of its corporate documents and bylaws;

10.2.3. the Contractor will submit to the Company a confirmation of his/her tax status in accordance with the laws of the Contractor's jurisdiction, as may be requested by the Company;

10.2.4. if the Contractor is registered as an independent contractor (sole proprietor or similar) he/she will confirm his/her status to the Company once a year and submit proofs in accordance with the laws of the Contractor's jurisdiction;

10.2.5. the acceptance has been executed by the Contractor personally or by a duly authorised representative of the Contractor;

10.2.6. the Contractor will not infringe copyright, neighbouring rights, patent or any other rights of third parties upon performing this Agreement;

10.2.7. the Contractor warrants and guarantees that the Contractor is not involved in the restricted activities enlisted in section 4 of the PART A – GENERAL TERMS OF USE.

11. Electronic Signature

11.1. The login (user name) and password shall constitute the Contractor's electronic signature (the "Electronic Signature"). The Electronic Signature defined in this clause shall be a lawful equivalent of the Contractor's own signature.

11.2. The Contractor shall keep the Electronic Signature and any of its components secret. He/she shall take all reasonable measures necessary to prevent unauthorised access to the Platform on his/her behalf.

11.3. If any individual or entity accesses the Platform using the Electronic Signature, such access shall be deemed the Contractor's authorised access unless he/she has proven otherwise. Any and all Contractor's activities on the Platform when he/she uses the Electronic Signature shall legally bind the Contractor.

12. Other Terms

12.1. Term and Termination. This Agreement shall become effective upon the Adhesion Date and continue in full force and effect until terminated. Either Party may terminate the Agreement by giving 14 days' prior written notice to the other Party.

12.2. Notices and Communications. Any notices required or allowed hereunder shall be given via the Contractor's account in electronic form only, or via the e-mail specified in section 13 for the Company and in the Contractor's account for the Contractor.

12.3. Force Majeure. Neither Party shall be responsible for a failure or delay of performance hereunder solely due to acts of war, hostility or sabotage, acts of God, governmental acts or restrictions, revolutions, civil disturbances, riots, insurrections, epidemics, or any other events beyond the reasonable control of the obligated Party (the "Force Majeure Event") provided, however, that such Party (i) has not contributed to such Force Majeure Event; (ii) has exerted reasonable efforts to avoid such Force Majeure Event or to mitigate its effects; and (iii) continues to exert reasonable efforts to comply with this Agreement. The Party prevented from performing this Agreement due to a Force Majeure Event shall promptly notify the other Party of the occurrence of such Force Majeure Event specifying the details and the estimated duration thereof.

12.4. No partnership, employment or joint venture. This Agreement shall not create a partnership, employer or employee, joint venture or any other relationship except that of Business and independent contractor between the Company and the Contractor.

12.5. Entire Agreement. This Agreement, along with the Schedules and Tasks referred to herein, constitutes the entire agreement and understanding between the Company and the Contractor with respect to its subject matter and supersedes all prior understandings, agreements, representations and warranties, whether written or oral, with respect to such subject matter.

12.6. Survival. Sections 8 and 9 shall survive termination of the Agreement between the Parties and remain in full force and effect as follows:

12.6.1. section 8 – for 3 years as of the termination date;

12.6.2. section 9 – for the entire applicable limitation period.

12.7. Governing Law and Dispute Resolution.

12.7.1. Governing Law. This Agreement and any non-contractual obligations arising out of or in connection with it are governed by and construed in accordance with the laws of Hong Kong.

12.7.2. Dispute Resolution. Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be finally resolved by arbitration administered by the Hong Kong International Arbitration Centre (HKIAC) under the HKIAC Administered Arbitration Rules in force when the notice of arbitration is submitted. The seat of arbitration shall be Hong Kong. The arbitration proceedings shall be conducted in English. The decision and award of the arbitral tribunal shall be final and binding on both Parties and may be entered and enforced in any court of competent jurisdiction.

12.8. Assignment. The Contractor shall not assign any rights or delegate any duties under this Agreement without the Company's prior written consent, and any attempt to do so without such consent shall be void. The Company shall be entitled to assign rights and delegate duties under this Agreement to a third party without the prior consent of or a notice to the Contractor.

12.8.1. In the event of such assignment or delegation referred to in clause 12.8, the details of the third party will be set out in the relevant invoice.

12.9. Multiple Parties. If more than one person or entity is named as the Company herein, except as otherwise expressly provided herein, the obligations of the Company hereunder shall be the joint and several responsibility of all persons or entities named herein as such Company.

13. Company's Details

SMX Operations Limited

Room 607, 12/F., Block C, Hong Kong Industrial Centre, 489-491 Castle Peak Road,
Lai Chi Kok, HongKong

Email: info@sendico.io

Last Updated: 20.11.2025