ABXWALLET.COM

TERMS OF SERVICE

(Business Accounts — Click-Through)

Version 5 — Last updated: 9 November 2026

These terms of service (these **"Terms"**) are a legally binding agreement between **HAYAT GORDEEV HOLDINGS EUROPE LTD**, a company incorporated and registered in England and Wales with company number 17229457 and registered office at 35 Ballards Lane, London N3 1XW, which operates ABX Wallet (**"ABX"**, **"we"**, **"us"** or **"our"**), and the business on whose behalf an Account is registered (the **"Customer"**, **"you"** or **"your"**). ABX and the Customer may each be referred to as a **"Party"** and together as the **"Parties"**.

BY TICKING THE BOX ON THE SIGN-UP FORM (OR ON AN INVITATION TO JOIN AN ACCOUNT) CONFIRMING THAT YOU AGREE TO THESE TERMS AND THE DATA PROCESSING AGREEMENT (THE "DPA") AND THAT YOU HAVE READ THE PRIVACY POLICY, YOU: (A) ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTOOD THESE TERMS, THE DPA AND THE PRIVACY POLICY; (B) AGREE TO THESE TERMS AND THE DPA ON BEHALF OF THE CUSTOMER; AND (C) REPRESENT AND WARRANT THAT YOU ARE ACTING ON BEHALF OF A BUSINESS AND HAVE AUTHORITY TO BIND IT, AND "CUSTOMER" REFERS TO THAT BUSINESS. IF YOU DO NOT AGREE TO THESE TERMS AND THE DPA, OR DO NOT HAVE THAT AUTHORITY, YOU MUST NOT REGISTER FOR OR USE THE SERVICES. THE PRIVACY POLICY IS A NOTICE ABOUT HOW ABX USES PERSONAL DATA: YOU ARE ASKED TO ACKNOWLEDGE THAT YOU HAVE READ IT, NOT TO AGREE TO IT.

Key points. These Terms apply to businesses that use ABX Wallet. The points below are a summary only; the full Terms apply.

(a) **Business use only.** ABX Wallet is for businesses, not for personal, family or household use.

(b) **We do not hold your funds.** For companies in Nigeria and Kenya, your company's USDT is held by Busha, a digital assets exchange that holds an Approval-in-Principle from Nigeria's Securities and Exchange Commission, in a balance for your company. We do not hold the private keys to that balance. When an Admin confirms a payment, we instruct Busha to send it on the Tron network. We can start a payment and can refuse one, but we cannot reverse it, and Busha can also refuse, delay or block a transaction. We will need to verify your business first and share its details with Busha. We are not a party to your dealings with your suppliers or customers. If you add money or cash out, Busha converts it, not us.

(c) **Blockchain payments are final.** Once a payment has been sent it cannot be reversed, and we cannot refund or recover it.

(d) **Check before you pay.** Invoices are read automatically and can be misread. Our address, payee and sanctions checks reduce risk but cannot catch everything. You must check the payee, wallet address, network and amount (including any amount to be paid in a stablecoin) before you confirm a payment. You use ABX Wallet at your own risk, and every payment, and every decision about whom to pay, is yours.

(e) **Subscription.** The first month is free. After that, US$20 per month for each company, invoiced monthly in advance and paid in USDT from your Busha balance within 14 days. Unpaid accounts are locked. We may introduce other fees, such as fees on payments, on 30 days' notice (Clause 6).

(f) **Our liability is limited.** We are not liable for losses caused by your own actions or payments, by the people you deal with, or by our checks failing to catch something. See Clauses 14.5 to 14.8 and Clause 16.

(g) **Your invoice data.** We capture the details on the invoices you put into ABX Wallet. As well as using them to run the service for you, we may use them for our own purposes, such as

preventing fraud across our customers and improving ABX Wallet, but never to train AI models (Clause 10.8).

1. DEFINITIONS AND INTERPRETATION

1.1 In these Terms, unless the context otherwise requires:

"Account" means the account registered for the Customer to access and use the Services, including the user logins of its Authorised Users.

"Admin", **"Manager"** and **"Bookkeeper"** have the meanings given in Clause 4.3.

"Applicable Laws" means all laws, regulations, rules, directives, orders, judgments and governmental requirements applicable to a Party, the Services or the subject matter of these Terms, including Sanctions Laws and laws relating to anti-money laundering and counter-terrorist financing.

"Authorised User" means any employee, contractor or representative of the Customer (including the individual who registers the Account) whom the Customer authorises to access and use the Services through the Customer's Account in accordance with these Terms.

"Billing Period" has the meaning given in Clause 6.2.

"Busha" means Busha Digital Limited, a company incorporated in Nigeria with registration number 1495049, and its affiliates: an independent third party that, through ABX's integration with its platform, holds the USDT Balance, converts money into and out of USDT, and sends Payments and Cash-outs.

"Business Day" means a day other than a Saturday, Sunday or public holiday in England.

"Cash-out" has the meaning given in Clause 3.11(c).

"Company" means each business registered in the Services under the Customer's Account.

"Confidential Information" means all non-public information disclosed by one Party to the other Party in connection with these Terms that is designated as confidential or that would reasonably be understood to be confidential by its nature, including but not limited to technical information, software, source code, know-how, security information and pricing information.

"Customer Data" means all data, content, information, materials, instructions, files, text, images and other content submitted, uploaded, transmitted, generated or otherwise made available by or on behalf of the Customer through the Services, including invoices, payment details, wallet addresses, the details given for each Company on the Account page of the Services, and details of the Customer's suppliers, customers and Payers.

"Demo" has the meaning given in Clause 3.10.

"Documentation" means any user guides, help pages, operating instructions, policies and other documentation made available by ABX in connection with the Services.

"DPA" means the ABX Wallet Data Processing Agreement, as amended from time to time under Clause 18, which applies where ABX processes personal data on the Customer's behalf as a processor and which is available at www.abxwallet.com/dpa.

"Extracted Data" means all the details that the Services read automatically from an invoice or other document, including any total stated in a fiat currency together with that currency, any amount to be paid in a stablecoin or other cryptoassets, other amounts and currencies, dates, names, addresses and contact details, tax, VAT and company registration numbers, line items, quantities and prices, bank and other payment details, wallet addresses and networks, and payment terms and references.

"Fees" means the Subscription Fee and any other fees payable under Clause 6.

"Force Majeure Event" means any circumstance beyond a Party's reasonable control, including any act of God, flood, drought, earthquake or other natural disaster, epidemic or pandemic, war, armed conflict, terrorist attack, civil unrest, riot, sanctions, embargo, fire, explosion, accident, interruption or failure of telecommunications or internet services, any failure, congestion, fork or attack affecting a

blockchain network, any act or omission of a stablecoin issuer, or the failure of any third-party hosting, cloud, blockchain node or infrastructure provider or of Busha.

"Intellectual Property Rights" or **"IPR"** means all patents, inventions, copyrights, database rights, trademarks, trade names, domain names, trade secrets, know-how and all other intellectual property rights, whether registered or unregistered, together with all applications, renewals and extensions thereof.

"Invoice Data" has the meaning given in Clause 10.8.

"Outputs" means any Extracted Data, Warnings, Screening results, reports, summaries or other materials generated through the Services.

"Payer" means any person to whom the Customer sends an invoice through the Services.

"Payment" means a transfer of Supported Assets from the USDT Balance to a payee's wallet address that an Admin confirms in the Services and that ABX then instructs Busha to send.

"Payment Page" means the web page, reached by a link, through which a Payer can view and pay an invoice sent by the Customer through the Services.

"Privacy Policy" means ABX's privacy policy, as updated from time to time, available at www.abxwallet.com/privacypolicy.

"Sanctions Laws" means the economic or financial sanctions laws, regulations and restrictive measures of the United Kingdom, the United Nations, the European Union and the United States, and of any other jurisdiction applicable to a Party.

"Screening" has the meaning given in Clause 11.7.

"Screening Lists" means: (a) the lists of persons, entities and wallet addresses maintained under Sanctions Laws, including the UK Sanctions List, the UN Security Council Consolidated List, the EU consolidated list and the list of Specially Designated Nationals and Blocked Persons maintained by the US Office of Foreign Assets Control; and (b) lists of wallet addresses frozen by the issuer of a Supported Asset.

"Services" means the ABX Wallet web application, software-as-a-service solutions, functionalities, tools and related services described in Schedule 1, as made available by ABX from time to time.

"Subscription Fee" has the meaning given in Clause 6.1.

"Supported Assets" means the stablecoins and other cryptoassets, on the blockchain networks, that the Services show as available for use from time to time. Anything shown as "coming soon" or similar is not a Supported Asset.

"Test Mode" has the meaning given in Clause 3.9.

"Top-up" has the meaning given in Clause 3.11(c).

"Usage Data" means aggregated, statistical, analytical and de-identified information relating to the performance, operation and use of the Services, provided that such information does not identify the Customer or any individual.

"USDT Balance" means the balance of USDT on the Tron network that Busha holds for a Company, opened through the Account page of the Services, together with its deposit address.

"Verification Information" has the meaning given in Clause 3.13.

"Warnings" has the meaning given in Clause 11.4.

1.2 Unless the context otherwise requires: (a) clause, schedule and paragraph headings shall not affect the interpretation of these Terms; (b) references to a person include an individual, company, partnership, governmental authority or other legal entity; (c) words in the singular include the plural and vice versa; (d) the words "including", "include" and similar expressions shall be construed without limitation; and (e) "writing" and "written" include email.

2. ACCEPTANCE, ELIGIBILITY AND ACCOUNT

2.1 These Terms are formed and become binding on the Customer on the date on which the individual registering the Account ticks the box on the sign-up form confirming agreement to these Terms and the DPA, and acknowledging that they have read the Privacy Policy, and submits the form or, if earlier, the date on which the Customer first accesses or uses the Services (the **"Effective Date"**). ABX records the date and time of acceptance and the version of each of these Terms and the DPA accepted and of the Privacy Policy acknowledged. The Privacy Policy is a notice explaining how ABX uses personal data. It is acknowledged, not agreed to, and does not form part of these Terms (see Clause 20.5).

2.2 **Authority.** The individual who accepts these Terms and the DPA does so on behalf of the Customer and represents and warrants that they are authorised to bind the Customer. Each individual who joins an Account by invitation accepts these Terms and the DPA, and acknowledges that they have read the Privacy Policy, in the same way when accepting the invitation, on behalf of the Customer, and confirms that they are authorised to use the Services for the Customer.

2.3 The Customer represents and warrants that: (a) each individual using the Services on its behalf is at least eighteen (18) years of age; (b) it is acquiring and using the Services only for the purposes of its trade, business or profession, and not for personal, family or household purposes; (c) all registration information it provides is accurate, current and complete, and it shall keep such information up to date; and (d) neither it nor any of its Authorised Users is located in, or ordinarily resident in, any country or territory subject to comprehensive sanctions, is designated under, or owned or controlled by a person designated under, Sanctions Laws, or is otherwise a person with whom ABX is prohibited from dealing under Applicable Laws.

2.4 The Customer shall: (a) maintain the confidentiality and security of all usernames, passwords, two-factor authentication devices and codes, credentials and authentication mechanisms associated with its Account; (b) not share credentials with any other person, including other Authorised Users; (c) remain responsible for all activity occurring under its Account, whether or not authorised by the Customer; and (d) promptly notify ABX at aziz@abacustechnologies.co upon becoming aware of any actual or suspected unauthorised access to or use of its Account, its USDT Balance or the Services.

2.5 ABX may decline any registration, or suspend or close any Account, where it reasonably believes that the registration information is inaccurate, that the Account is being used in breach of these Terms, or as required to comply with Applicable Laws (including following Screening under Clause 11).

2.6 The Services are for business use only and are not offered to consumers. Nothing in these Terms excludes or limits any statutory right which cannot lawfully be excluded or limited.

3. THE SERVICES

3.1 Subject to these Terms, ABX shall make the Services available to the Customer on a self-serve basis. The Services are described in Schedule 1.

3.2 **ABX does not hold your funds.** The Customer's USDT is held by Busha in the USDT Balance for each Company, through ABX's integration with Busha's platform and subject to Busha's policies. ABX does not hold the private keys to the USDT Balance, and does not receive the Customer's funds into any account or wallet of ABX, except Fees paid to ABX under Clause 6. When an Admin confirms a Payment by selecting Pay now, ABX instructs Busha to withdraw the amount from the USDT Balance and send it as USDT on the Tron network to the wallet address shown in the pay dialog. ABX can start a Payment and can refuse to start one (including under Clause 11), but once Busha has sent a Payment, ABX cannot cancel, reverse or recover it. The Customer authorises ABX to give Busha instructions for the Customer in accordance with what

its Admins confirm in the Services. ABX does not provide banking, e-money, exchange or custody services. ABX will never ask for the Customer's private keys or recovery phrases.

3.3 **ABX is not a party to your transactions.** ABX is not a party to any contract, invoice or dealing between the Customer and its suppliers, customers, Payers, Busha or any other person, and is not responsible for the goods or services supplied, or for any price, delivery, dispute, refund or tax arising under them.

3.4 **Payments are final.** A Payment that Busha has sent cannot be reversed, cancelled or recalled by ABX. ABX cannot refund or recover any Payment, including a Payment sent to the wrong address, on the wrong network, in the wrong amount or to a fraudster. Any recovery must be sought from the recipient.

3.5 **Supported Assets.** The Services can only be used with Supported Assets. At the date of these Terms, the only Supported Asset is USDT on the Tron network. ABX may add, suspend or withdraw support for any asset or network at any time, and features shown as "coming soon" or similar are not available. The Customer must not send, or ask a Payer to send, any asset that is not a Supported Asset or any asset on a network that the Services do not support.

3.6 The Customer acknowledges and agrees that:

(a) the Services rely on technologies provided by third parties, including Busha, blockchain networks, public blockchain nodes and data providers, stablecoin issuers, artificial intelligence technologies, hosting infrastructure and email providers;

(b) ABX does not control, and is not responsible for, any blockchain network, stablecoin or Busha, including network fees, delays, congestion, forks, protocol changes, the value or stability of any stablecoin, or any decision by a stablecoin issuer to freeze an address, or any exchange rate, fee, identity check, limit or decision of Busha; and

(c) the availability, functionality or performance of certain aspects of the Services may be dependent upon such third-party providers.

3.7 ABX may from time to time: (a) update, modify, improve or enhance the Services; (b) release new versions, updates, patches or upgrades; (c) implement technical, operational or security changes; and (d) replace third-party technology providers, provided that ABX shall use commercially reasonable efforts to ensure that such actions do not materially reduce the overall functionality of the Services.

3.8 The Services provided under these Terms do not include: (a) custom software development; (b) bespoke integrations; (c) implementation services; (d) migration services; (e) training services; (f) professional consulting services; or (g) negotiated service levels or service credits.

3.9 Any features, functionalities or services designated by ABX as beta, preview, trial, experimental or similar: (a) are provided on an "as available" basis; (b) are excluded from any support commitments; and (c) may be modified, suspended or discontinued at any time without notice. The Services may also offer a test mode that uses test networks and test tokens with no value (**"Test Mode"**). Test Mode is for testing only and must never be used for real Payments or real invoices.

3.10 **Demo.** Visitors to the ABX website may upload an invoice to try the automatic reading feature before registering (the **"Demo"**). Files uploaded to the Demo are not saved to any account and are deleted automatically, usually within about one hour. A visitor must only upload an invoice they are entitled to share. Demo results are illustrative only, are provided "as is", and must not be relied on to make any payment.

3.11 **USDT Balance, Top-ups and Cash-outs.** The Account page of the Services lets an Admin of a Company in Nigeria or Kenya open a USDT Balance with Busha for that Company, add money to it and cash out from it in local currency. The following applies:

(a) **Opening a USDT Balance.** To open a USDT Balance, an Admin gives the Company's country, phone number, address and city. ABX passes these details, with the Company's name and email address and any Verification Information, to Busha so that Busha can open the USDT Balance. Busha decides whether to open and keep the USDT Balance and may carry out its own identity and other checks. ABX stores Busha's customer identifier for the Company, the status of the USDT Balance, its deposit address and the identifiers of each transfer.

(b) **Busha's role.** Busha holds the USDT Balance, converts local currency into USDT and USDT into local currency, and sends Payments and Cash-outs, through ABX's integration with Busha's platform and subject to Busha's policies, including its acceptable use policy. This service is powered by Busha, a company that holds an Approval-in-Principle from the Securities and Exchange Commission (SEC) of Nigeria. Busha sets its own exchange rates, fees (including deposit and withdrawal fees and any stamp duty, which Busha deducts when a transaction is settled) and limits. ABX does not itself hold, convert or exchange any money or cryptoassets, does not act as agent for Busha, and is not responsible for any act or omission of Busha. Clause 3.2 applies to the USDT Balance in full.

(c) **Top-ups and Cash-outs.** For a Company in Nigeria, an Admin can add money to the USDT Balance by bank transfer in naira, and cash out from it to a Nigerian bank account in naira. For a Company in Kenya, an Admin can add money by M-Pesa in Kenyan shillings, and cash out to a Kenyan M-Pesa phone number in Kenyan shillings. Busha converts the money into or out of USDT (each addition, a **"Top-up"**, and each cash-out, a **"Cash-out"**). The bank account number or M-Pesa phone number given for the Company is its cash-out destination, and the Customer must check it, and the amount, before confirming a Cash-out. USDT sent on the Tron network to the deposit address of the USDT Balance, including by a Payer, is also credited to it.

(d) **No guarantee.** ABX does not recommend or guarantee Busha or any exchange rate, fee, limit, processing time or outcome, and does not guarantee that Busha will accept the Customer, keep the USDT Balance open, or complete any Top-up, Cash-out or Payment. Busha may refuse, delay, suspend or restrict any transaction, and may block funds under its compliance policies where it suspects sanctions, fraud or other financial crime, and ABX cannot override any such decision.

(e) **Nigeria and Kenya only.** The USDT Balance, Payments, Top-ups and Cash-outs are available only for a Company whose country is Nigeria or Kenya (Clause 3.12), and Top-ups and Cash-outs only in the currency and by the method set out in paragraph (c). They may be limited, changed, suspended or withdrawn at any time, including without notice where Busha does so or where ABX considers that Applicable Laws, Busha's requirements or ABX's own risk policies require this. Clause 3.14 applies if they are withdrawn.

(f) **Admins only.** Only Admins may open a USDT Balance, make Top-ups or Cash-outs, or confirm Payments (see Clause 4.3).

(g) **Your compliance.** The Customer is responsible for its own compliance with Applicable Laws in holding, buying, selling and transferring cryptoassets, including any tax, accounting, reporting, licensing or registration requirements (see Clause 7.4).

(h) **Transfers are final.** Payments and Cash-outs are final once Busha has sent them and cannot be reversed by ABX (Clause 3.4). The Customer must check the wallet address or cash-out destination, network, asset and amount in the Services before confirming any Payment or Cash-out.

(i) **Personal data.** Busha is a separate controller of the personal data it receives from ABX and of any information it collects itself (see Clause 10.6 and the Privacy Policy).

(j) **No payment from Busha.** ABX does not receive any commission, referral fee or other payment from Busha for the Customer's use of the USDT Balance, Top-ups or Cash-outs.

3.12 **Country.** Whether the USDT Balance, Payments, Top-ups and Cash-outs are available for a Company depends on the country given for that Company on the Account page, which must be the country in which the Company is established and operates. The Customer shall give each Company's true country and details, shall keep them up to date, and shall not attempt to get around any restriction by location (see Clause 5.1(f)).

3.13 **Verification and Busha's requirements.** Before opening a USDT Balance, and at any time afterwards, ABX may ask the Customer for information and documents about each Company, its directors, beneficial owners and Authorised Users, and its transactions, including incorporation documents, proof of address, identity documents, board resolutions, bank statements and information about the source of funds (**"Verification Information"**). The Customer shall provide Verification Information promptly, within the time ABX reasonably asks (which may be short where Busha requires it), and shall ensure that it is true, complete and up to date. ABX may verify Verification Information, keep records of it and of its checks, and share them with Busha, which may also ask for further information. ABX may refuse to open, or may suspend, restrict or close, a USDT Balance where Verification Information is not provided or is not satisfactory to ABX or Busha. The Customer shall comply with Busha's acceptable use policy and any other requirements that Busha notifies through ABX, shall ensure that all funds added to or received into the USDT Balance are lawfully obtained, and shall not use the USDT Balance for or on behalf of any other person.

3.14 **If Busha's services end.** If the USDT Balance, or ABX's access to Busha, is withdrawn or suspended, ABX shall, where it is able and it is lawful to do so, tell the Customer and give its Admins a reasonable period (ordinarily at least thirty (30) days) to make Payments (including to a wallet address that the Customer controls) or Cash-outs of any remaining USDT, subject to Busha's requirements and to any funds that Busha has blocked.

4. LICENCE, USERS AND ROLES

4.1 ABX hereby grants the Customer a limited, non-exclusive, non-transferable, non-sublicensable and revocable licence, for so long as these Terms remain in force, to access and use the Services and the Documentation solely for the Customer's internal business purposes (the **"Licence"**).

4.2 The Customer may permit its Authorised Users to access and use the Services under its Account, and shall ensure that all Authorised Users comply with these Terms. The Customer remains responsible for all acts and omissions of its Authorised Users as if they were acts and omissions of the Customer.

4.3 **Roles.** The Services allow the Customer to give each Authorised User a role with different permissions, as described in the Services. At the date of these Terms the roles are: Admin, with full access, including opening the USDT Balance, making Top-ups and Cash-outs, confirming Payments and managing Authorised Users; Manager, who can upload and send invoices but cannot confirm Payments; and Bookkeeper, with read-only access, including to the USDT Balance. The Customer is solely responsible for the roles it gives, for keeping them up to date (including removing access promptly when a person leaves or no longer needs it), and for all actions taken within those roles.

4.4 **Two-factor authentication.** The Services offer two-factor authentication to every Authorised User. It is optional, but ABX strongly recommends that every Authorised User, and in particular every Admin, turns it on. The Customer is responsible for deciding whether its Authorised Users use it. ABX may make it mandatory for some or all Authorised Users at any time and, where it is turned on, the Customer shall not attempt to disable or bypass it.

5. ACCEPTABLE USE

5.1 The Customer shall not, and shall ensure that its Authorised Users do not:

(a) use the Services in violation of any Applicable Laws, including Sanctions Laws and laws relating to money laundering, terrorist financing, fraud and tax evasion;

(b) upload, transmit or otherwise make available through the Services any content or material that: (i) is unlawful; (ii) infringes the IPR or other rights of any third party; (iii) is defamatory, fraudulent or deceptive, including any false, inflated or duplicate invoice; (iv) contains malware, viruses, malicious code or other harmful components; or (v) could reasonably be expected to damage, disrupt or impair the Services or any third-party systems, networks or infrastructure;

(c) copy, modify, adapt, reproduce, distribute or create derivative works of the Services or the Documentation, except as expressly permitted by Clause 4;

(d) reverse engineer, decompile, disassemble or otherwise attempt to derive the source code, underlying structure, algorithms or operation of the Services, except to the extent such restriction is prohibited by Applicable Laws;

(e) access or use the Services for the purpose of developing, training, testing or improving any competing product, service or software;

(f) circumvent or attempt to circumvent any security measures, two-factor authentication, Screening, Warnings, technical limitations or usage restrictions implemented by ABX, including by splitting Payments, using intermediaries or changing payee details to avoid Screening;

(g) interfere with or disrupt the integrity, security, availability or performance of the Services;

(h) permit any unauthorised person to access or use the Services;

(i) share Account credentials with any other person, including other Authorised Users;

(j) use the Services to send or receive any funds that the Customer knows or suspects to be the proceeds of crime, or for the benefit of any person designated under Sanctions Laws; or

(k) use the Services to provide payment, exchange or similar services to any other person, or to make or receive payments on behalf of anyone other than the Customer.

5.2 ABX may remove, disable access to, or require the removal of any content or material that it reasonably believes breaches these Terms or any Applicable Laws.

5.3 Without prejudice to any other rights or remedies available to it, ABX may suspend the Customer's access to the Services where it reasonably believes that the Customer or any Authorised User has violated these Terms, where required by Applicable Laws (including following Screening under Clause 11), or where necessary to protect the security or integrity of the Services. ABX shall, where reasonably practicable and lawful, notify the Customer of any such suspension and shall restore access once the grounds for suspension have been resolved.

6. FEES AND PAYMENT

6.1 **Subscription Fee.** The Customer shall pay a subscription fee of US$20 per month for each Company (the **"Subscription Fee"**), as set out in Schedule 2 (Fees). There is currently no fee for making Payments. ABX may introduce other Fees under Clause 6.8.

6.2 **Invoicing.** No Subscription Fee is charged for the first thirty (30) days after a Company is registered. ABX shall issue the first invoice for each Company at the end of that free period, and later invoices on the same day of each following month (or, where a month has no such day, on its last day). Each invoice is issued in advance and covers the one-month period starting on its

issue date (each, a **"Billing Period"**). Invoices are issued through the Services and may also be sent by email.

6.3 **Payment.** Each invoice is payable within fourteen (14) days of its issue date, in USDT on the Tron network, to ABX's Tron address shown on the invoice, from the Company's USDT Balance where it has one. Fees are stated in US dollars, and one USDT counts as one US dollar. Busha's withdrawal fee and any network fee on that transfer are paid by the Customer in addition to the amount of the invoice. An invoice is paid only when the full amount has been received at the address, and on the network, shown on the invoice.

6.4 **Taxes.** The Fees are exclusive of VAT and any other applicable taxes. Where VAT or a similar tax is chargeable on the Fees, ABX will add it to its invoices at the applicable rate. If ABX's VAT registration takes effect from a date before ABX receives its VAT registration number, ABX may reissue its invoices for Fees charged from that date to show the VAT due, and the Customer shall pay that VAT within fourteen (14) days of the reissued invoice. Where the Customer is required to account for VAT or a similar tax under a reverse-charge mechanism, the Customer shall do so. The Customer shall pay all amounts without any set-off, deduction or withholding, except as required by law.

6.5 **Non-payment.** If an invoice has not been paid in full by its due date (fourteen (14) days after it is issued), ABX may lock the Customer's Authorised Users out of the Services, without further notice, until all overdue amounts have been paid. If any amount remains unpaid sixty (60) days after its due date, ABX may terminate these Terms under Clause 13.3(e).

6.6 **Refunds.** Fees are not refundable, including where the Customer closes its Account part-way through a Billing Period, except that where ABX terminates these Terms under Clause 13.3(a), ABX shall refund, pro rata, any Fees paid for the part of the Billing Period after termination takes effect, to the USDT Balance or wallet address from which they were paid. Payments that the Customer makes to its suppliers or other third parties through the Services are not Fees and cannot be refunded by ABX (see Clause 3.4).

6.7 **Amounts sent to ABX in error.** If the Customer sends ABX more than the amount due, or sends an amount in an asset or on a network that ABX did not request, ABX shall use reasonable efforts to return or credit any amount that it actually receives and can access, less any network fees, but ABX is not responsible for any amount sent to an address it does not control or on a network it does not support.

6.8 **Price changes and new fees.** ABX may, at its discretion, change the Subscription Fee and introduce or change fees for any part of the Services, including payment processing fees on Payments (as a fixed amount, a percentage of the amount paid, or both), fees on Top-ups and Cash-outs, fees for sending invoices or receiving payments through a Payment Page, and fees for other features or services, at the amounts and on the terms that ABX decides. ABX shall give the Customer at least thirty (30) days' notice of any new or increased fee by email or through the Services. Changes shall apply prospectively only, from the date stated in the notice (and, for the Subscription Fee, from the first Billing Period starting after the notice period ends). A fee on a Payment, Top-up or Cash-out may be added to ABX's invoices or, where the Services show it before the Admin confirms, collected from the USDT Balance at that time. If the Customer does not agree to a change, it may close its Account under Clause 13.2 before the change takes effect.

7. CUSTOMER OBLIGATIONS AND INVOICES

7.1 The Customer shall:

(a) use the Services in accordance with these Terms, the Documentation and all Applicable Laws;

(b) obtain and maintain all rights, licences, permissions and consents necessary to provide the Customer Data and permit the processing thereof in accordance with these Terms;

(c) provide all information, cooperation and assistance reasonably required by ABX in connection with the provision of the Services, including any information ABX reasonably requests for Screening and any Verification Information; and

(d) remain solely responsible for: (i) the legality, accuracy and integrity of the Customer Data; (ii) obtaining any consents required in connection with the collection, use, processing, disclosure or transfer of the Customer Data; and (iii) all decisions, actions and omissions arising from or relating to its use of the Services, including every decision to approve and confirm a Payment, Top-up or Cash-out.

7.2 The Customer shall ensure that: (a) the Customer Data does not infringe the Intellectual Property Rights or other rights of any third party; (b) the Customer Data does not contain any material that is unlawful, defamatory, fraudulent, misleading, malicious or otherwise objectionable; and (c) the Customer Data is collected, processed, stored and disclosed in compliance with all Applicable Laws.

7.3 **Check before you pay.** Before confirming any Payment, the Customer shall check: (a) that the invoice is genuine and payable; (b) the identity of the payee; (c) the Tron wallet address, network and asset; and (d) the amount (including, where an invoice states an amount to be paid in a stablecoin, by checking the amount to be paid against that amount on the invoice). The Customer shall check these details in the pay dialog before selecting Pay now and, where a payee's wallet address is new or has changed, shall confirm it with the payee using contact details obtained independently of the invoice. The Customer is solely responsible for every Payment confirmed through its Account.

7.4 **Your compliance.** The Customer is responsible for its own compliance with Applicable Laws, including Sanctions Laws and its anti-money laundering, tax, accounting and record-keeping obligations, and for obtaining any licence or registration it needs to make or receive payments in cryptoassets, or to buy or sell cryptoassets (including through Top-ups and Cash-outs), in any jurisdiction. ABX carries out Screening for its own compliance purposes, and Screening does not replace the Customer's own compliance checks.

7.5 **Your USDT Balance.** The Customer is solely responsible for keeping enough USDT in the USDT Balance to cover each Payment, any Fees paid from it and Busha's withdrawal fees, and for keeping its cash-out destination correct. The USDT Balance shown in the Services is taken from Busha's records, and any question about those records is a matter between the Customer and Busha under Busha's terms.

7.6 **Sending invoices.** When the Customer uses the Services to send an invoice, ABX shall email it to the Payer from ABX's email domain, showing the Customer's name followed by "via ABX Wallet" as the sender, with the Customer's email address as the reply-to address, and shall make a Payment Page available to the Payer by link. When payment of the invoice is confirmed, ABX shall send a receipt to both the Customer and the Payer.

7.7 The Customer represents and warrants that each invoice it sends through the Services: (a) is genuine, accurate and complete; (b) relates to goods or services that the Customer has supplied or will supply; (c) is one that the Customer is entitled to issue; and (d) is to be paid to the deposit address of the Company's USDT Balance, which the Services show on the invoice and the Payment Page.

7.8 **Payers.** A Payer does not need an Account to use a Payment Page and does not enter into any agreement with ABX by doing so. A Payer pays through a Payment Page by sending USDT on the Tron network from the Payer's own wallet, and cannot pay through a Payment Page by naira bank transfer or M-Pesa. The Customer is solely responsible for its relationship with its Payers, including its terms of sale, payment terms, disputes and refunds, and for giving its Payers any

information required by Applicable Laws, including about its use of ABX. ABX may display a notice on the Payment Page explaining ABX's role, that blockchain payments are final, and how ABX uses personal data.

7.9 **ABX digital invoices.** Where a Payer is also an ABX customer, the Customer instructs ABX to place a copy of the invoice in the Payer's Payments list, marked as an ABX digital invoice, when the Payer pays it. Likewise, where the Customer pays an invoice issued by another ABX customer, a copy of that invoice will appear in the Customer's Payments list.

8. SUPPORT AND AVAILABILITY

8.1 ABX shall use commercially reasonable efforts to make the Services available and to provide support to customers by email at aziz@abacustechnologies.co or through the other support channels described in the Documentation or on the ABX website. No uptime commitment, service level, service credit or guaranteed response or resolution time applies under these Terms.

8.2 The Customer acknowledges that the Services may be unavailable, interrupted or degraded from time to time as a result of: (a) scheduled maintenance; (b) emergency maintenance; (c) failures of third-party software, infrastructure, telecommunications networks, blockchain networks or nodes, Busha or other service providers; (d) Force Majeure Events; or (e) any other circumstances beyond the reasonable control of ABX.

9. INTELLECTUAL PROPERTY RIGHTS

9.1 ABX and its licensors shall retain all right, title and interest, including all Intellectual Property Rights, in and to the Services, the Documentation and all software, technologies, algorithms, models, methodologies, processes, databases, know-how and other materials used in connection therewith. Except for the Licence expressly granted under these Terms, nothing in these Terms shall operate to transfer, assign or grant to the Customer any right, title or interest in or to the Services or any Intellectual Property Rights owned by ABX.

9.2 As between the Parties, and subject to Clauses 9.4 and 10.8, the Customer shall retain all right, title and interest, including all Intellectual Property Rights, in and to the Customer Data and any instructions or other content submitted by or on behalf of the Customer through the Services. As between the Parties, and subject to ABX's and third parties' rights in the Services and any underlying materials, ABX assigns to the Customer any right, title and interest ABX may have in the Outputs generated for the Customer.

9.3 Any feedback, suggestions, recommendations or enhancement requests provided to ABX in relation to the Services may be used by ABX without restriction for the purposes of operating, developing, improving and enhancing the Services.

9.4 ABX may collect, create and use Usage Data, including Usage Data derived from Invoice Data under Clause 10.8, for any lawful business purpose, including operating, securing, analysing, benchmarking, developing and improving the Services and its other products and services, during and after the term of these Terms. As between the Parties, ABX owns all rights in Usage Data and in any database or dataset that ABX compiles from it.

10. CUSTOMER DATA AND PRIVACY

10.1 The Customer authorises ABX, for so long as these Terms remain in force, to access, host, store, process, transmit and otherwise use the Customer Data solely to the extent necessary to provide the Services, perform its obligations under these Terms and comply with Applicable Laws.

10.2 ABX shall not access, use or disclose the Customer Data except: (a) as necessary to provide the Services, including sending invoices to Payers, making ABX digital invoices available under Clause 7.9 and passing details to Busha under Clause 3.11; (b) as otherwise expressly permitted

under these Terms, including under Clause 10.8; (c) with the Customer's prior consent; or (d) as required by Applicable Laws or a competent governmental authority.

10.3 **Staff access.** ABX's staff shall not view Customer Data unless there is a specific reason to do so, namely: (a) to respond to a support request or other instruction from the Customer; (b) to review a possible match under Clause 11.8(b); (c) to investigate a security incident, suspected fraud or a suspected breach of these Terms; (d) to check and improve the accuracy of automatic reading, using samples of invoices, under Clause 10.8(c); or (e) to comply with Applicable Laws. Any such access shall be limited to what is necessary for that purpose.

10.4 **No AI training.** ABX shall not use Customer Data to train or fine-tune artificial intelligence or machine learning models, and shall not permit its artificial intelligence providers to do so. This does not prevent ABX from measuring, testing and improving the accuracy of automatic reading and its other features under Clause 10.8, provided that no Customer Data is used to train or fine-tune any such model.

10.5 Each Party shall comply with all data protection and privacy laws applicable to it in connection with these Terms, including, where applicable, the UK GDPR and the Data Protection Act 2018. ABX processes personal data as a controller (including for account management, Screening, verification, fraud prevention, security, billing, its dealings with Busha and the uses of Invoice Data described in Clause 10.8) in accordance with the Privacy Policy. Where ABX processes personal data on the Customer's behalf as a processor (including the details of the Customer's suppliers, customers and Payers), the DPA applies and forms part of these Terms (see Schedule 3).

10.6 **Service providers, Busha and blockchains.** To provide the Services, ABX hosts the Services and stores Customer Data with its cloud provider, reads documents using its own document-reading service (Abacus Docs), which uses third-party artificial intelligence models, and shares Customer Data with its other service providers, including its email delivery provider, as described in the Privacy Policy and the DPA. To read public blockchain data, ABX queries public blockchain nodes and data services (currently TronGrid) that are operated by third parties and that ABX does not operate or control. Those services receive the wallet addresses and transaction identifiers queried, act independently of ABX and are not ABX's sub-processors. To provide the USDT Balance, Top-ups, Cash-outs and Payments, ABX sends Busha the Company's name, email address, country, phone number, address and city, the amount of each Top-up, Cash-out and Payment, the cash-out destination (a Nigerian bank account number or a Kenyan M-Pesa phone number), the payee's Tron wallet address and any Verification Information that Busha asks for, and Busha may collect other information it needs itself. Busha acts as a separate controller of that information under its own privacy notice and is not ABX's sub-processor. Busha is based in Nigeria and may transfer that information to its affiliates and service providers in other countries. Payments, and payments made through a Payment Page, are recorded on the public Tron blockchain, which ABX does not control, and ABX cannot change or remove information recorded on a blockchain. The USDT Balance itself is recorded in Busha's own systems.

10.7 Upon closure of the Customer's Account or termination of these Terms, ABX shall delete or render inaccessible the Customer Data from its systems, including backup and archival systems, within three hundred and sixty (360) days, except where longer retention is required by Applicable Laws or described in the Privacy Policy (including Screening and Payment records, which ABX keeps for at least five (5) years, and Invoice Data that ABX holds as a controller under Clause 10.8, which ABX keeps for the periods stated in the Privacy Policy). Usage Data, and other aggregated or de-identified data that does not identify the Customer or any individual, is not Customer Data and ABX may keep it indefinitely. Before the Account is closed, an Admin may ask ABX for an export of the Customer Data, as described in the DPA.

10.8 **Invoice data.** The Services capture and store all the information contained in, or that can be derived from, the invoices and other documents that are uploaded, entered, sent or paid through the Services, including Extracted Data, line items, amounts, tax details, contact details, bank and other payment details, wallet addresses and the related Payment records (**"Invoice Data"**). The Customer agrees that ABX may use Invoice Data, together with Invoice Data from its other customers, for its own purposes as a controller (and not only to provide the Services to the Customer), namely to:

(a) detect, prevent and investigate fraud, impersonation, address poisoning and other misuse, including by building and using records of the payee names, bank details, wallet addresses and other identifiers seen across the Services, so that ABX can give Warnings to the Customer and to other ABX customers;

(b) carry out Screening and comply with Applicable Laws;

(c) analyse, maintain, test, develop and improve the Services, Abacus Docs and ABX's other products and services, including by measuring and improving the accuracy of automatic reading; and

(d) create Usage Data and other aggregated, statistical or de-identified data, insights and benchmarks, which ABX may use for any lawful purpose.

10.9 **Limits on ABX's use of Invoice Data.** In using Invoice Data under Clause 10.8, ABX shall: (a) comply with Clause 10.4 and the Privacy Policy; (b) not sell Invoice Data or use it for advertising; and (c) not disclose to any other customer Invoice Data that identifies the Customer, except through ABX digital invoices under Clause 7.9 and through Warnings, which may say that details on an invoice do not match details seen elsewhere in the Services without saying where. The Customer grants ABX a non-exclusive, worldwide, royalty-free licence to use Invoice Data for the purposes in Clause 10.8, which continues after these Terms end for as long as ABX keeps that Invoice Data under Clause 10.7. ABX's use of Invoice Data under Clause 10.8 is a use permitted by these Terms for the purposes of Clause 12. The Customer shall ensure that it is entitled to make Invoice Data available to ABX for these purposes, including by telling the people named in its invoices about ABX's uses as described in the Privacy Policy (see Clause 7.1(b) and the DPA).

11. AUTOMATIC READING, WARNINGS AND SCREENING

11.1 The Customer acknowledges that the Services read invoices automatically using ABX's own document-reading service (Abacus Docs), which uses artificial intelligence and machine learning technologies, including third-party models, and that Extracted Data and other Outputs may not be accurate, complete, reliable or suitable for the Customer's intended purposes. Automatic reading can misread amounts, currencies, dates and names and, in particular, wallet addresses and networks.

11.2 The Customer shall independently review, and where necessary correct, all Extracted Data before approving any Payment or sending any invoice, and shall review all other Outputs before relying on them. Corrections made in the Services are logged. ABX does not warrant that any Output will be accurate, complete, reliable, error-free or fit for any particular purpose. An invoice may state a total in a fiat currency and a different amount to be paid in a stablecoin. Where it does, the Services show both amounts, but ABX does not convert between them, check or verify any exchange rate, or check that one corresponds to the other. The payment screen starts from the amount to be paid in the stablecoin, which the Customer can change, and the amount that the Customer confirms is the Customer's own decision.

11.3 The Services and Outputs are provided for informational and operational purposes only and do not constitute legal, financial, tax, accounting, investment or other professional advice. The Customer shall remain solely responsible for all decisions, actions and omissions arising from or relating to its use of the Services or any Outputs.

11.4 **Warnings.** The Services may display warnings, for example where a known supplier appears with a new wallet address, where a wallet address imitates one the Customer has used before, where an invoice shows a wallet address that the Customer has approved for a different supplier from the one that issued the invoice, where payment details on an invoice match details that ABX has seen used by a different supplier or in suspected fraud elsewhere in the Services, or where look-alike addresses appear in the Customer's transaction history (sometimes called "address poisoning") (**"Warnings"**).

11.5 Warnings are alerts only. They do not block a Payment: the Customer may confirm a Warning and proceed. ABX's checks reduce risk but cannot catch everything. ABX does not guarantee that a Warning will be given whenever there is a risk, and the absence of a Warning does not mean that a payee, address or Payment is genuine or safe. The Customer remains responsible for verifying each supplier and wallet address under Clause 7.3.

11.6 **Address checker.** ABX may make available a public tool for checking wallet addresses. It works only on the networks stated on the tool, and a result showing that nothing was found is never a guarantee that an address is genuine, safe or free from sanctions risk.

11.7 **Sanctions screening.** ABX screens wallet addresses and payee names against the Screening Lists when a Payment is set up, again when it is confirmed, and periodically after that (currently daily). ABX also screens the Customer and its Authorised Users at registration and may screen them again at any time (together, **"Screening"**).

11.8 As a result of Screening:

(a) ABX will not allow the Services to be used to make a Payment to a wallet address that appears on a Screening List, including an address frozen by the issuer of a Supported Asset;

(b) ABX may hold a Payment, invoice or registration for review by a member of ABX's staff where there is a possible match, such as a similar name;

(c) ABX may refuse a registration, or hold, suspend or close an Account or Company, where Screening produces a possible or confirmed match concerning the Customer, any Company or any Authorised User; and

(d) ABX may report matters to, and co-operate with, competent authorities where required or permitted by Applicable Laws, and may share the results of Screening and report suspicious activity to Busha.

11.9 **What ABX can tell you.** Where a Payment is refused or held because a wallet address or payee has matched a Screening List, ABX will tell the Customer that the address or payee has matched a sanctions or frozen-address list, but will not usually identify the list or the entry. Where ABX refuses a registration, or holds, suspends or closes an Account or Company following Screening, it may not give a reason, including where doing so could be unlawful or could prejudice compliance with Applicable Laws.

11.10 Screening can produce false matches and cannot identify every sanctioned person, wallet address or transaction. Subject to Clause 16.1, ABX shall not be liable for any delay, refusal or loss resulting from a hold, refusal, suspension or closure made in good faith under this Clause 11.

12. CONFIDENTIALITY

12.1 Each Party shall: (a) hold the Confidential Information of the other Party in strict confidence; (b) not disclose such Confidential Information to any third party except as expressly permitted under these Terms; and (c) not use such Confidential Information for any purpose other than exercising its rights and performing its obligations under these Terms.

12.2 A Party may disclose Confidential Information: (a) to its affiliates and its or their respective directors, officers, employees, professional advisers, subcontractors and service providers who have a need to know such Confidential Information for the purposes of these Terms, provided that such persons are subject to confidentiality obligations no less restrictive than those contained herein; and (b) to the extent required by Applicable Laws or by a court, regulator or governmental authority of competent jurisdiction, provided that, to the extent legally permissible, it gives the other Party prompt written notice of such disclosure requirement.

12.3 The obligations in this Clause 12 shall not apply to information which: (a) is or becomes publicly available other than through a breach of these Terms; (b) was lawfully known to the receiving Party prior to disclosure; (c) is lawfully obtained from a third party without restriction on disclosure; or (d) is independently developed without use of or reference to the Confidential Information.

12.4 The obligations in this Clause 12 shall survive termination of these Terms for a period of three (3) years, provided that any Confidential Information constituting trade secrets, source code, proprietary algorithms, models or similar proprietary technical information shall remain protected for so long as such information remains confidential.

13. TERM, SUSPENSION AND TERMINATION

13.1 These Terms commence on the Effective Date and continue until terminated in accordance with this Clause 13.

13.2 The Customer may terminate these Terms at any time by asking ABX to close its Account, by email to aziz@abacustechnologies.co sent from the email address of an Admin, and by ceasing to use the Services. ABX shall close the Account, after taking reasonable steps to confirm that the request is genuine, and shall confirm the closure by email.

13.3 ABX may terminate these Terms: (a) for convenience, on not less than thirty (30) days' written notice to the Customer; (b) with immediate effect, if the Customer commits a material breach of these Terms (including Clause 5 (Acceptable Use)) which is irremediable or, if remediable, is not remedied within fourteen (14) days after notice requiring remedy; (c) with immediate effect, if the Customer becomes insolvent, is unable to pay its debts as they fall due, enters into liquidation, bankruptcy or any analogous insolvency proceeding, or has a receiver, administrator or similar office-holder appointed in respect of a material part of its assets; (d) with immediate effect, where required by Applicable Laws, including following a confirmed match under Clause 11; or (e) on written notice, where any Fees remain unpaid sixty (60) days after their due date, as described in Clause 6.5.

13.4 Upon termination of these Terms for any reason: (a) the Licence and all rights granted to the Customer under these Terms shall immediately cease; (b) the Customer shall immediately cease accessing and using the Services; (c) each Party shall remain liable for all obligations and liabilities accrued prior to termination; and (d) all unpaid Fees shall become due immediately.

13.5 **Records.** The Customer is responsible for keeping its own copies of invoices, Payment records and any other information it needs for its accounting, tax and compliance purposes, and should download any such records before its Account is closed. Customer Data will then be dealt with under Clause 10.7.

13.6 Clauses 1, 3.4, 6, 9, 10, 11.10, 12, 13.4 to 13.6, 14, 15, 16, 19 and 20 and the DPA (for as long as it applies under its own terms), together with any other provision which by its nature is intended to survive, shall survive termination of these Terms.

14. WARRANTIES AND DISCLAIMERS

14.1 Each Party represents and warrants that it has full power, authority and capacity to enter into and perform its obligations under these Terms, and that its entry into these Terms does not violate any Applicable Laws or any agreement by which it is bound.

14.2 ABX warrants that it shall provide the Services with reasonable skill and care.

14.3 Except as expressly set out in these Terms, the Services are provided on an "as is" and "as available" basis and, to the fullest extent permitted by Applicable Laws, ABX makes no other representations or warranties, whether express, implied, statutory or otherwise, including any implied warranties of satisfactory quality, fitness for a particular purpose, title, non-infringement or uninterrupted availability. ABX does not warrant that: (a) the Services will be uninterrupted, error-free or free from defects; (b) all errors, defects or interruptions will be corrected; (c) the Services will meet the Customer's particular requirements, expectations or intended outcomes; (d) the Services will operate in combination with any software, systems, applications or infrastructure not expressly supported by ABX; (e) any Extracted Data, Warning or Screening result will be accurate or complete, or that the Services will detect every error, fraud, imitation address or sanctioned person; or (f) Busha or any blockchain network or stablecoin will operate as expected, or that any stablecoin will keep its value.

14.4 ABX makes no representation as to the legal, regulatory or tax treatment of any cryptoasset or Payment in any jurisdiction.

14.5 **Use at your own risk.** The Customer uses the Services at its own risk. ABX gives no guarantee, representation or warranty as to the effectiveness of Screening, Warnings, the address checker or any other anti-fraud, safety or security feature of the Services, or that any of them will detect or prevent any fraud, error, sanctions breach or other risk. These features are tools to assist the Customer. They may fail, give false results or miss risks, and they do not transfer any of the Customer's responsibilities to ABX.

14.6 **Your decisions and transfers.** The Customer is solely and ultimately responsible for every action taken through its Account, including every decision to approve or confirm a Payment, Top-up, Cash-out or other transfer, every invoice it sends and every person it deals with. All such decisions are the Customer's own. ABX does not make them, does not act as the Customer's adviser, agent or fiduciary, and does not approve a Payment merely because it is not held or refused or because no Warning is shown.

14.7 **People you deal with.** Apart from carrying out Screening for its own compliance purposes, ABX does not verify, vet or endorse any supplier, Payer, payee or other person whom the Customer pays, invoices or deals with through the Services (including any other ABX customer and the issuer of any ABX digital invoice), and makes no representation or warranty about any of them, including as to their identity, legitimacy, solvency, sanctions status, control of any wallet address, or the goods or services they supply.

14.8 **Funds held by Busha.** As set out in Clause 3.2, ABX does not hold the Customer's cryptoassets or the private keys to the USDT Balance. ABX can start a Payment that an Admin has confirmed and can refuse to start one, but it cannot reverse, cancel or recover a Payment or Cash-out once Busha has sent it, and cannot recover any amount held by Busha.

15. INDEMNIFICATION

15.1 The Customer shall indemnify, defend and hold harmless ABX, its affiliates and their respective directors, officers, employees, agents and representatives against all losses, liabilities, costs, expenses and claims (including reasonable legal fees) arising out of or in connection with: (a) any Customer Data, including any allegation that the Customer Data infringes the IPR or other rights of any third party; (b) any invoice sent, or Payment or other transfer made, by or for the Customer through the Services, and any dealing between the Customer and any supplier, customer, Payer or other third party, including any claim by any of them; (c) the Customer's or any Authorised User's breach of these Terms; (d) the Customer's or any Authorised User's misuse of the Services; (e) the Customer's violation of any Applicable Laws, including Sanctions Laws; (f) any Verification Information or other information given by or for the Customer being

untrue, incomplete or out of date; or (g) any other act or omission of the Customer or any Authorised User, including any claim by Busha arising from any of the above.

15.2 ABX shall defend the Customer against any third-party claim alleging that the Customer's authorised use of the Services in accordance with these Terms infringes any Intellectual Property Rights of such third party, and shall indemnify the Customer against amounts finally awarded against the Customer (or agreed in settlement by ABX) in respect of such claim, provided that ABX shall have no liability under this Clause 15.2 to the extent that the claim arises from: (a) any Customer Data; (b) any modification of the Services not made by or on behalf of ABX; (c) any combination of the Services with software, systems, applications or materials not provided or approved in writing by ABX; or (d) any use of the Services in breach of these Terms or the Documentation.

15.3 A Party seeking indemnification shall promptly notify the indemnifying Party in writing of the relevant claim, provide reasonable information, assistance and cooperation, and take reasonable steps to mitigate its losses. The indemnifying Party may assume conduct of the defence and settlement of the claim, provided that no settlement shall be entered into which admits liability on the part of, or imposes any obligation upon, the indemnified Party without its prior written consent.

16. LIMITATION OF LIABILITY

16.1 Nothing in these Terms shall exclude or limit either Party's liability in respect of: (a) death or personal injury caused by its negligence or that of its employees, agents or subcontractors; (b) fraud or fraudulent misrepresentation; or (c) any other liability which cannot be excluded or limited under Applicable Laws.

16.2 Subject to Clause 16.1, neither Party shall be liable to the other Party for any indirect, incidental, special, punitive or consequential losses or damages, or for any loss of profits, loss of revenue, loss of business, loss of anticipated savings, loss of data or loss of opportunity, whether arising in contract, tort (including negligence) or otherwise, even if advised of the possibility of such losses.

16.3 **Your actions, payments and blockchains.** Subject to Clause 16.1, ABX shall not be liable for any loss of cryptoassets, or any other loss, arising from: (a) any act, omission, decision or instruction of the Customer or any Authorised User, including any Payment or other transfer approved, confirmed or sent by or for the Customer, whether sent to the wrong address, network or payee, in the wrong amount or to a fraudster, and including where Extracted Data was inaccurate, where a Warning was not given or was disregarded, or where a wallet address had been changed, imitated or "poisoned"; (b) any act or omission of any supplier, Payer, payee or other person with whom the Customer deals, or of any blockchain network, validator, node provider, wallet provider, stablecoin issuer, Busha or other third party outside ABX's control; (c) any freeze, block or seizure of assets by a stablecoin issuer or competent authority; (d) any failure by the Customer to keep its credentials secure or to use two-factor authentication; or (e) any failure of Screening, Warnings, the address checker or any other anti-fraud, safety or security feature to detect, prevent or warn of any fraud, error, sanctions breach or other risk, except to the extent that the loss is caused directly by ABX's own breach of these Terms or negligence, and not by any of the matters above, in which case Clause 16.4 applies.

16.4 Subject to Clauses 16.1 to 16.3, each Party's aggregate liability arising out of or in connection with these Terms, whether in contract, tort (including negligence) or otherwise, shall not exceed the greater of: (a) the total Fees paid by the Customer during the twelve (12) month period immediately preceding the event giving rise to the relevant claim; and (b) one thousand pounds sterling (£1,000). This limitation shall not apply to the Customer's payment obligations or to the Customer's indemnification obligations under Clause 15.1. This Clause 16.4 does not apply to liability arising out of or in connection with the DPA, which is limited by clause 12 of the DPA.

16.5 The Parties agree that the limitations in this Clause 16 and in clause 12 of the DPA are reasonable, taking into account that ABX does not hold the Customer's funds, that every Payment is confirmed by the Customer, and the level of the Fees. Each of Clauses 14.5 to 14.7, 16.2, 16.3, 16.4 and 16.6 is a separate limitation and shall apply even if another of them is held to be unenforceable.

16.6 **No claims against our people or affiliates.** Subject to Clause 16.1, the Customer's only recourse in connection with these Terms and the Services is against Hayat Gordeev Holdings Europe Ltd under these Terms. The Customer shall not bring any claim against any affiliate, shareholder, director, officer, employee or contractor of ABX in connection with these Terms or the Services, and each of them may rely on Clauses 14, 16 and this Clause 16.6.

17. FORCE MAJEURE

17.1 Neither Party shall be liable for any failure or delay in performing its obligations under these Terms to the extent such failure or delay results from a Force Majeure Event, provided that the affected Party notifies the other Party as soon as reasonably practicable and uses reasonable endeavours to mitigate the effects of the Force Majeure Event and resume performance. Where a Force Majeure Event continues for a period exceeding sixty (60) days, either Party may terminate these Terms by written notice to the other Party.

18. CHANGES TO THESE TERMS AND THE DPA

18.1 ABX may amend these Terms and the DPA from time to time. Any material amendment shall be made for a valid reason, including to reflect changes to the Services, Applicable Laws, regulatory requirements, security requirements, third-party technology or ABX's reasonable business or operational requirements. Each version of these Terms and of the DPA is dated and numbered, and ABX keeps copies of previous versions. Where a change is material, ABX shall give the Customer at least thirty (30) days' notice through the Services or by email to the address associated with the Account, except where a shorter period is required by Applicable Laws or to address a security risk. ABX may also ask Authorised Users to accept the amended Terms or DPA in the Services and, once the notice period has ended, will ask them to do so when they next sign in. The amended Terms or DPA shall take effect on the date stated in the notice. The Customer's continued access to or use of the Services after the effective date of any amendment constitutes acceptance of the amended Terms or DPA. If the Customer does not agree to the amended Terms or DPA, it may terminate these Terms under Clause 13.2 before the amendment takes effect. ABX may update the Privacy Policy as described in it.

19. GOVERNING LAW AND JURISDICTION

19.1 These Terms and any dispute, controversy or claim arising out of or in connection with them, including any question regarding their existence, validity, interpretation, performance or termination, and any non-contractual obligations arising out of or in connection with them, shall be governed by and construed in accordance with the laws of England and Wales.

19.2 The courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with these Terms or their subject matter or formation (including non-contractual disputes or claims).

19.3 Nothing in this Clause 19 prevents either Party from seeking urgent interim or injunctive relief in any court of competent jurisdiction.

20. GENERAL

20.1 **Notices.** ABX may give notices to the Customer by email to the address associated with the Account (including the address of any Admin), through the Services, or by posting on the ABX website. The Customer may give notices to ABX by email to aziz@abacustechnologies.co or by post to ABX's registered office. A notice sent by email shall be deemed received at the time of

transmission or, if sent outside Business Days or after 5:00 p.m. (London time) on a Business Day, at 9:00 a.m. (London time) on the next Business Day, provided that no automated delivery-failure notification is received.

20.2 **Assignment.** The Customer shall not assign, transfer, novate, sublicense or otherwise dispose of any of its rights or obligations under these Terms without the prior written consent of ABX. ABX may assign, transfer, novate or otherwise dispose of any of its rights or obligations under these Terms without the Customer's consent, including in connection with a merger, acquisition, corporate reorganisation, sale of assets or similar transaction. ABX may engage affiliates, subcontractors, cloud providers, hosting providers and other third-party service providers in connection with the provision of the Services, provided that ABX shall remain responsible for the performance of its obligations under these Terms.

20.3 **Severability.** If any provision of these Terms is held to be invalid, unlawful or unenforceable, such provision shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable while preserving, to the greatest extent possible, the intent of the original provision, and the remaining provisions shall remain in full force and effect.

20.4 **No waiver.** No failure or delay in exercising any right or remedy under these Terms shall operate as a waiver of it, nor shall any single or partial exercise preclude any further exercise of that or any other right or remedy.

20.5 **Entire agreement.** These Terms, together with the Schedules and the DPA, constitute the entire agreement between the Parties relating to their subject matter and supersede all prior and contemporaneous agreements and understandings, whether oral or written, relating to such subject matter. The Privacy Policy explains how ABX uses personal data but does not form part of these Terms or the DPA. Each Party acknowledges that, in entering into these Terms, it has not relied on, and shall have no remedy in respect of, any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in these Terms. Nothing in this Clause limits or excludes liability for fraud or fraudulent misrepresentation.

20.6 **Relationship of the Parties.** Nothing in these Terms shall be construed as creating any partnership, joint venture, agency, fiduciary, employment or other similar relationship between the Parties. Each Party is an independent contractor and, except for ABX sending invoices and related emails on the Customer's instructions under Clause 7.6 and passing the Customer's instructions to Busha under Clauses 3.2 and 3.11, neither Party shall have any authority to bind or incur any obligation on behalf of the other Party.

20.7 **Third party rights.** Except as expressly provided in Clauses 15.1 and 16.6 (which are intended to benefit ABX's affiliates, shareholders and contractors and their respective directors, officers, employees, agents and representatives), a person who is not a Party to these Terms shall have no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any of their terms.

20.8 **Marketing.** The Customer grants ABX a non-exclusive, royalty-free right to use the Customer's name and logo solely to identify the Customer as a customer of ABX in ABX's marketing materials, unless the Customer opts out by written notice.

20.9 **Language.** These Terms are drafted in the English language, and the English language version shall prevail over any translation.

20.10 **Electronic acceptance.** These Terms and the DPA may be accepted electronically. ABX's electronic records of acceptance (including the date, time and version of each document accepted or acknowledged) shall, absent manifest error, be evidence of that acceptance.

SCHEDULE 1 — SERVICES DESCRIPTION

The Services available to customers under these Terms comprise:

(a) a web application through which the Customer can upload invoices, have them read automatically, review and correct the Extracted Data, and confirm Payments, which ABX then instructs Busha to send from the USDT Balance;

(b) Warnings about new, changed or look-alike payee wallet addresses, and a public address checker;

(c) Screening of wallet addresses and payee names;

(d) tools for creating invoices, sending them to Payers by email with a Payment Page, and sending receipts, including ABX digital invoices;

(e) user roles, optional two-factor authentication, payment records and related account tools;

(f) Test Mode and the associated Documentation; and

(g) the Account page, through which an Admin of a Company in Nigeria or Kenya can open a USDT Balance with Busha and make Top-ups and Cash-outs, as described in Clause 3.11,

in each case as made available and described by ABX on its website and in the Documentation from time to time.

SCHEDULE 2 — FEES

1. Subscription Fee

The Subscription Fee is US$20 per month for each Company, after a free first month. Fees are stated in US dollars and are paid in USDT (from the USDT Balance where the Company has one), as described in Clause 6.3.

2. Fees

The Fees are as follows:

Fee	Amount	Invoicing and payment
Subscription Fee (per Company)	US$20 per month (first month free)	Invoiced monthly in advance from 30 days after the Company is registered; payable within 14 days
Fee on Payments (payment processing fee)	None at present	ABX may introduce a fee on 30 days' notice under Clause 6.8
Other service fees (including on Top-ups, Cash-outs, sending invoices and Payment Pages)	None at present	ABX may introduce fees on 30 days' notice under Clause 6.8

3. Busha fees and network fees

Busha charges its own withdrawal fee on each Payment (including a payment of an ABX invoice), sets its own exchange rates and any deposit and other fees for Top-ups and Cash-outs, and deducts its fees and any stamp duty when a transaction is settled. These charges, and any blockchain network fees, are set by Busha or the relevant network, are not Fees, and are paid by the Customer from the USDT Balance.

4. Taxes

The Fees are exclusive of VAT and other applicable taxes, which will be added where chargeable as described in Clause 6.4.

5. No additional services

Implementation, consulting, integration, training and similar professional services are not available under these Terms.

SCHEDULE 3 — DATA PROCESSING

The DPA applies where ABX processes personal data on the Customer's behalf as a processor in providing the Services, and forms part of these Terms. If there is any conflict between these Terms and the DPA, the DPA prevails in relation to the processing of personal data on the Customer's behalf, and these Terms prevail in relation to all other matters.