



Paypound Whitelabel Partner WHITE LABEL AGREEMENT

This WHITE LABEL AGREEMENT (this "Agreement") is entered into between PAYPOUND, Brand name of I SELF PAY –UNIPESSOAL, LDA T/A PAYPOUND and also referred here within as Paypound.ltd (The Company), with its principal place of business at RUA DE 31 DE JANEIRO, 235, PORTO, PORTUGAL and Suite 718 Hatton Garden, London, England, EC1N 8DX

and

Devi Sharma

_____ (Whitelabel Partner / WL) with address

Praceta Sebastião da Gama, no 3, 3rd Left, 3074-202, Sintra 2745 - 837 Queluz

_____ dated as of _____

("Whitelabel Partner" and together with "The Company", collectively, the "Parties").

The Parties agree as follows:

1. **Generally:** The Company is in the business of high-risk merchant processing specially for merchants into Forex, Gaming, Gambling and Crypto. keeping in sight the prospect's demand for various transactions. Whitelabel Partner is in the business of Cryptocurrency. In the course of undertaking such services, Whitelabel Partner may introduce potential merchants ("Potential Merchants") to The Company for the purpose of such Potential Merchants availing payment solution from The Company (a "merchant account").

2. **Non exclusivity:** The Company will provide its existing Payment Gateway to the WL and grants non-exclusive right to onboard its merchants into such system.

3. **Services to be Performed:** Whitelabel Partner shall endeavor to refer prospective potential merchant ("Referrals") to Company based on Company's eligibility criteria. Company shall determine, in its sole discretion, whether Company shall provide our solution or any other service to Referrals and shall have the right to decline to provide our solution or any other service to Referrals for any reason whatsoever. Whitelabel Partner will determine what amount of time to be devoted to the performance of the above-described services. Whitelabel Partner shall not be the only or exclusive independent Whitelabel Partner for The Company and The Company may, at its sole discretion, retain the services of other independent Whitelabel Partners.

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4. The Company's Requirements and Obligations: The Company is in the business of providing merchant and payment services. The Company is desirous of gaining additional clients/customers for providing payment solutions through acquiring partners and provide gateway and payment services to customers. The Whitelabel Partner is able to refer potential clients/ customers to the Company.

The Company shall build and maintain the Payment Gateway platform for the WL and shall work directly with Acquiring banks to ensure settlements are done in a timely manner.

Whitelabel Partner's Requirements and Obligations: WL shall promote The Company's Payment Gateway as preferred method for transactions. WL shall respond to all fraud and chargeback inquiries within three (3) business days. WL shall notify The Company of any security breach, misuse and irregularity through the gateway and provide any security measures to prevent any potential risks aforementioned earlier.

5. Fees and Settlements: The compensation for the Whitelabel Partner is provided by the Company after receiving it from an acquiring bank, per successful Referrals that meet the outlined criteria. Company shall pay Whitelabel Partner the settlements for each successful Referral which shall be further structured in **Annexure 1**. A successful Referral is defined as a referral that becomes a client/customer of the company. Net profit can be calculated in residuals from acquiring bank or agency, residuals from gateway fees, monthly fees, or any other fixed fees. If a successful Referral does not produce any net profit, the Company shall not pay any settlement to the Whitelabel Partner. Company shall pay Whitelabel Partner 0 for each unsuccessful Referrals, where an unsuccessful Referral is defined as a valid referral candidate that does not become a client/customer of Company through no fault of Whitelabel Partner nor The Company.

PRICING STRUCTURE				
VOLUME	Estimated MDR All verticals except Forex / Crypto Visa		Estimated MDR Forex / Crypto	PAYOUT SCHEDULE
<1,000,000	7% licensed	8.5% unlicensed	12% VISA 8-8.5% MC	Weekly with 14 days hold
1,000,000 ++	Can be discussed based on the volume (supported by a processing history)			Weekly with 14 days hold

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6. Compensation to the Whitelabel Partner Following Termination: Unless this Agreement is terminated for the reasons as set forth, the Company agrees to make payments as per outlined criteria to the Whitelabel Partner as set forth in this Agreement for any Merchant obtained by the Company through the Whitelabel Partner's performance of this Agreement for any period during which such Merchant continues to generate revenue to the Company. If the merchant gets terminated and funds were frozen by the bank, the settlement will be withheld until cleared. You should act in any way that may be deemed "Not" in the best interest of The Company that may either directly, or indirectly negatively affect any function of the company such as, revenue, reputation, or business relationships

7. Term: The initial term of this Agreement shall be for a period of 10 months, commencing on the date first set forth above. This Agreement shall thereafter be automatically renewed for additional terms of 11th Month each unless either party notifies the other no later than 30 (thirty) days prior to the end of the current term that it does not wish to renew this Agreement.

8. Indemnification: Whitelabel Partner agrees to indemnify, defend, and hold harmless The Company and its employees, officers, investors, and agents from and against any loss, liability, damage, penalty, or expense (including attorneys' fees and cost of defense) they may suffer or incur as a result of (i) any failure by the Whitelabel Partner or any of its Agents to comply with, or fulfil the obligations of, or otherwise breach the terms of this Agreement; (ii) acts of fraud, gross negligence or willful misconduct or (iii) any promise, warranty or representation made by Whitelabel Partner to The Company being unfulfilled, will lead to immediate termination of the agreement.

9. Default: Either party shall have the right to terminate this Agreement at any time, if: —

The other party breaches any of the provisions of this Agreement and fails to cure such breach within 30 (Thirty) days of its receipt of written notice thereof from the non-breaching party; or

The other party (I) fails to pay its debts or perform its obligations in the ordinary course of business as they mature; (II) becomes the subject of any voluntary or involuntary proceeding in bankruptcy, liquidation, dissolution, receivership, attachment, or assignment legal or composition for the benefit of creditors.

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10. **Confidentiality:** During this Agreement, it may be necessary for Company to share proprietary information, including trade secrets, industry knowledge, and other confidential information, to Whitelabel Partner in order for Whitelabel Partner to seek out potential referrals. Whitelabel Partners will not share any of this proprietary information at any time. Whitelabel Partner also will not use any of this proprietary information for his/her personal benefit at any time. This section remains in full force and effect even after termination of the Agreement by its natural termination or the early termination by either party. Additionally, the Whitelabel Partner agrees to sign an NDA to ensure that he submits a list of leads to The Company, which will be confidential between the Whitelabel Partner and The Company

11. **Termination:** This Agreement may be terminated at any time by either Party upon 30 (thirty) days written notice to the other party.

12. **Representations and Warranties:** Both Parties represent that they are fully authorized to enter into this Agreement. The performance and obligations of either Party will not violate or infringe upon the rights of any third-party or violate any other agreement between the Parties, individually, and any other person, organization, or business or any law or governmental regulation.

13. **Indemnity:** The Parties each agree to indemnify and hold harmless the other Party, its respective Whitelabel Partners, officers, agents, employees, and permitted successors and assigns against any and all claims, losses, damages, liabilities, penalties, punitive damages, expenses, reasonable legal fees and costs of any kind or amount whatsoever, which result from the negligence of or breach of this Agreement by the indemnifying party, its respective successors and assigns that occurs in connection with this Agreement. This section remains in full force and effect even after termination of the Agreement by its natural termination or the early termination by either party.

14. **Limitation of Liability:** Under no circumstances shall either party be liable to the other party or any third party for any damages resulting from any part of this agreement such as but not limited to loss of revenue or anticipated profit or lost business, cost of delay or failure of delivery which is not related to or the direct result of a party's negligence or breach.

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15. **Disclaimer of Warranties:** Whitelabel Partner shall refer potential clients/customers as requested by Company. Whitelabel Partner does not represent or warrant that such referrals will create any additional profits, sales, exposure, brand recognition, or the like, Whitelabel Partner has no responsibility to The Company if the referrals do not lead to the company's desired result(s).

- (a) The Company only facilitate businesses by connecting them to the most feasible bank.
- (b) Payouts/ Settlements are sent to The Company directly from the acquirer after which it is released to the merchant.
- (c) The PSP or the acquiring reserves all rights to change the terms of the agreement at any point of time which includes but is not limited to payment terms, rolling reserve, processing charges as and when required to handle any risk or to adjust to the change in market trends
- (d) The Company is not accountable if the PSP or the acquirer holds the funds for any reason.
- (e) The Merchant is responsible to pay any or all penalties charged by the acquirer/ PSP/ VISA or MasterCard

16. **Severability:** In the event, any provision of this Agreement is deemed invalid or unenforceable, in whole or in part, that part shall be severed from the remainder of the Agreement and all other provisions should continue in full force and effect as valid and enforceable.

17. **Waiver:** The failure by either party to exercise any right, power, or privilege under the terms of this Agreement will not be construed as a waiver of any subsequent or further exercise of that right, power, or privilege or the exercise of any other right, power, or privilege.

18. **Legal Fees:** In the event of a dispute resulting in legal action, The Company reserves the right to recover its legal fees in the event of proceeding, but not limited to its attorneys' fees

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19. Legal and Binding Agreement: This Agreement is legal and binding between the Parties as stated above. This Agreement may be entered into and is legal and binding both in global The Parties each represent that they have the authority to enter into this Agreement.

20. Independent Contractor: The relationship between the Whitelabel Partner and The Company established by this Agreement is that of an "Independent Contractor" and shall each conduct its respective business at its own initiative, responsibility, and expense, and shall have no authority to incur any obligations on behalf of The Company, except as otherwise provided herein.

21. Compliance: Whitelabel Partner shall comply with the anti-corruption and anti-money laundering laws of other countries, to the extent applicable. The Whitelabel Partner should hereby agree that The Company shall have the right to contact the leads submitted by the Whitelabel Partner for compliance and due diligence purposes. The Whitelabel Partner hereby represents and warrants that in its performance under this Agreement the Whitelabel Partner has not, and will not at any time, directly or indirectly (through a subcontractor or other third party), pay, offer, give or promise to pay or give, or authorize the payment of, any monies or any other thing of value to influence the improper performance of any individual government officials and employees of state-owned enterprises. Whitelabel Partner shall promptly inform The Company in writing upon becoming aware of any violations of laws in connection with this Agreement. Whitelabel Partner hereby acknowledges and agrees that any violation by Whitelabel Partner of this Section will constitute a material breach of this Agreement. In the event of such a violation, The Company will have the right to terminate this Agreement, without any liability whatsoever to the Whitelabel Partner, immediately upon providing written notice of termination to Whitelabel Partner.

22. Duties: The Whitelabel Partner shall do and perform all lawful services and acts reasonably necessary or advisable and consistent with his position to fulfil the duties and responsibilities and shall render such services on the terms set forth herein. This clause ensures that the leads sign up with The Company by filling the required forms on The Company webpage before their onboarding process. Whitelabel Partner shall complete all required fields as specified on such an online form.

23. Disputes: No party shall do any defamatory activities or participate in slander. If they have any issues, we will handle them internally abiding by the confidentiality clause in the agreement. Breaching this clause will result in strict legal action against the Whitelabel Partner.

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24. Governing Law and Jurisdiction: The Parties agree that this Agreement shall be governed by the State and/or Country in which both Parties do business. In the event that the Parties do business in different States and/or Countries, this Agreement shall be governed by the laws of Portugal and UK.

25. Entire Agreement: The Parties acknowledge and agree that this Agreement represents the entire agreement between the Parties. In the event that the Parties desire to change, add, or otherwise modify any terms, they shall do so in writing to be signed by both parties.

26. Non-Solicitation of Merchant: The Company reserve the right to provide services to a merchant if they engage directly with us before or after our Agreement. Without the other party's prior consent, The Company and the Whitelabel Partner shall not knowingly cause or permit any of their employees, agents, principals, Whitelabel Partners, subsidiaries, or any other person or entity (I) to solicit or provide services that compete with the other party's services to any Merchant that has been accepted by The Company and the Whitelabel Partner; (II) to solicit or otherwise cause any Merchant that has been accepted by The Company and the Whitelabel Partner or their vendors to terminate its participation in any of The Company's or the Whitelabel Partner's services; or (III) to solicit or market services to any Merchant that is already directly or indirectly provided any of The Company or the Whitelabel Partner services, whether or not such are provided under the terms of this Agreement. This section shall apply during the term of this Agreement and for 3 (three) months after any termination, cancellation, or expiration of this Agreement.

27. Compliance with Laws: Whitelabel Partner has and will comply with all local, state, and federal laws and regulations applicable to the conduct of its business.

28. Information: All information provided to The Company by Whitelabel Partner will be, to the best of Whitelabel Partner's knowledge, true, accurate, and correct. Whitelabel Partner has an affirmative obligation to (a) correct any information about a Potential Merchant that Whitelabel Partner learns is inaccurate; and (b) disclose any legal, financial, or business change relating to a Potential Borrower's application for the services that is or becomes known to Whitelabel Partner and would affect The Company or acquiring partners or investors evaluation of such application.

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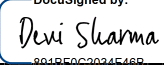
29. **Expense.** The Whitelabel Partner will be responsible for any expenses incurred by it in connection with its performance under this Agreement. A Whitelabel Partner is responsible for all marketing activities and or lead-generation marketing, but Whitelabel Partner must seek confirmation from The Company, before using The Company's brand name.

30. **Relationship of the Parties:** Whitelabel Partner will at all times be an independent contractor. Nothing in this Agreement will create a partnership, joint venture, or relationship of employment or agency between the Parties.


31. **Governing Law.** This Agreement will be exclusively governed by the laws of Portugal and, without regard to its conflicts of law provisions

32. **Entire Agreement; Amendment.** This Agreement constitutes the entire understanding between the Parties and amendment, or modification must be in writing and signed by both Parties.

WHITELABEL PARTNER details: (Please type the following fields and sign)

Company name: UNIVERSO MAGNÂNIMO, UNIPessoal LDA
 Address: Praceta Sebastião da Gama, no 3, 3rd Left, Queluz, Sintra 2745 - 837 Queluz
9873746707
 Phone: _____
devi@paypenny.io
 Email: _____
Devi Sharma
 Name: _____
 Signature: 
3/7/2022
 Date: _____

PAYPOUND DBA

Name: Samantha Jackson
 Signature: 
3/8/2022
 Date: _____

Please return this agreement completed and signed and upload it via email or send an to authorized representative of Paypound or sales@paypound.ltd



ANNEXURE 1 FEES STRUCTURE

DESCRIPTION	CHARGES	NOTES
Setup fee	\$30,000	- WAIVED - (Owned gateway)
Maintenance fee	\$500	Can be negotiated Waived for the following reasons: <ul style="list-style-type: none"> Processing volume of \$3M monthly
MDR	Variable	Please refer to Clause 5
Transaction fee**	\$0.50	
Refund / Retrieval fee	\$10	
Chargeback fee	\$50	
Suspicious fee	\$75	
Rolling Reserves	10%	Returned every 180 days
Minimum settlement	\$4000	Paid weekly with 2 wks hold

**Subject to change

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