

## BUSINESS TERMS AND CONDITIONS OF BITELEVATE SRO

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### 1. INTRODUCTORY PROVISIONS

1. The Terms and Conditions of **BitElevate s.r.o.**, IČO: 21681465, with its registered office at Chudenická 1059/30, Hostivař, 102 00 Prague 10 (hereinafter referred to as the “**Company**”) govern the legal relations between the Company and its Customers in connection with the provision of services related to crypto assets. These General Terms and Conditions (hereinafter referred to as the “**GTC**”) are an integral part of each contract concluded between the Company and the Customer.
2. **CASP License.** These Terms and Conditions define the policies and procedures of the Company, a registered Virtual Asset Service Provider (VASP) in the Czech Republic with the CNB under Ref.: 2025/093479/CNB/650 and Sp. zn.: S-Sp-2025/00442/CNB/653. The GTC are designed to comply with the Crypto Asset Markets Regulation (MiCA), the requirements of the Czech National Bank (ČNB) and the highest standards of fairness, transparency and Customer protection. The Company complies with all legal requirements imposed on it by MiCA.
3. The Company is a Crypto-Asset Service Provider (CASP) pursuant to Regulation (EU) 2023/1114 of the European Parliament and of the Council on markets in crypto-assets (hereinafter referred to as “MiCA”) and is applying for the relevant authorisation from the Czech National Bank. A securities dealer may provide crypto-asset services under the conditions set out in Article 60 of the MiCA Regulation.
4. Deviating provisions in the contract take precedence over the wording of these terms and conditions.
5. Please note that you are obliged to comply with all your obligations arising from the Agreement, these GTC, which are an integral part of it, and generally binding legal regulations. We note that as a result of your violation of the GTC, you may suffer damage and we may also suffer damage, which may damage our good reputation, or other types of non-pecuniary damage or damage may occur, which you undertake to compensate. We are therefore entitled to assert any claims arising from such a situation against you in accordance with applicable legal regulations.
6. You are obliged to act towards us in accordance with the Agreement fairly, honestly and in good faith and to provide us with all necessary cooperation and information that is necessary for the proper performance of the Agreement. We are obliged to do the same.
7. **The GTC always form part of the contract.** If we refer in any way to the terms and conditions when concluding a Contract, this refers to these GTC, or their later versions. The GTC also apply to all business relationships between us and third parties, if this results directly or indirectly from the nature of the right or obligation under the Contract or from a legal regulation.
8. We have agreed that the Agreement is not affected by commercial practices in any way. The relevant part of Section 545 and the entire Section 565 of the Civil Code are excluded.
9. **Change of the GTC.** Please note that in order to comply with the constantly changing requirements of the legislation, we may unilaterally change or supplement the GTC, regardless of

the nature of the changed provision. You give us your consent that you will be informed about the change of the GTC via our website and that no personalized notification will be sent to you. You may reject these changes in accordance with Section 1752, paragraph 2 of the Civil Code and terminate the obligation for this reason within 1 month of their change and within the notice period specified for specific cases in these GTC, otherwise within a notice period of 2 months. Termination and termination of the Contract in no way interferes with our already existing right to payment of the price from the Contract. This provision does not affect the rights and obligations arising during the period of effectiveness of the previous version of the GTC. However, all newly arising rights and obligations from existing Contracts will be governed by the new version of the GTC.

10. **Modified acceptance excluded.** Please note that you are not entitled to accept an offer to conclude a Contract from us or from a person authorised by us by modified acceptance, i.e. to unilaterally change our offer. We have agreed to exclude the application of Section 1740(3) of the Civil Code. Conversely, any change made by us to our original offer or the offer of a person authorised by us is considered a new offer to conclude a Contract.

## 2. DEFINITION OF TERMS

For the purposes of these GTC, the terms below have the following meanings:

1. **Customers** (only entrepreneurs) are direct clients of the Company, who are provided with services similar to payment gateways. These are legal entities or self-employed persons (entrepreneurs) who act as traders, see Section 420 of the Civil Code. The target segments are specifically retailers and service providers in the e-commerce sector. Only customers have access to the app.mion.group electronic system, in which they obtain an overview of the performance of the Services and give binding instructions for the performance of the Services to the Company.
2. **Custodial wallet** is a service for the custody, management, execution of orders and transfer of crypto assets provided by the Company based on a bridging period and a MiCA license.
3. The Customer's end client ( **Client** ) is any legal entity or individual who has entered into a contract with the Customer and whose funds are in a Custodial Wallet managed by the Company. This person has no contractual relationship directly with the Company.
4. **MiCA** is Regulation (EU) 2023/1114 of the European Parliament and of the Council of 31 May 2023 on markets in crypto-assets and amending Regulations (EU) No 1093/2010 and (EU) No 1095/2010 and Directives 2013/36/EU and (EU) 2019/1937.
5. **Crypto assets** primarily include Bitcoin (BTC), but also other supported cryptocurrencies.
6. **FIAT currency** is the national currency, specifically EUR (euro), into which the Company exchanges Crypto assets.

## 3. SUBJECT OF BUSINESS AND SERVICES PROVIDED

### 3.1 General description of services

The Company offers a specialized set of services in the field of Crypto assets, which allow Customers to accept Bitcoin or other Cryptocurrencies as payment for goods and services from their end Clients.

### **3.2 Specific services**

**The company provides the following services:**

- a) As part of the Custodial Wallet services, the Company provides Customers with a 24-hour public and private address management service. These are not classic electronic wallets; the Company only ensures the creation of new addresses and a public key from private cryptographic keys in its possession, which are necessary for the storage and subsequent transfer of Crypto assets at the Customer's order.
- b) The Company mediates the exchange of Crypto assets for FIAT currency from its Customers, which their Client sends to them, namely to the Custodial Wallet or to fiat currency (EUR). The Company provides exchange services from Crypto assets to the state currency (FIAT) to Customers. The Company concludes a purchase agreement for Crypto assets with Customers and sends them the equivalent amount in EUR to their bank account.
- c) Supported cryptocurrencies (Crypto assets): The service currently supports the exchange of the following cryptocurrencies for EUR: TON, SOL, ETH, USDC and Bitcoin (BTC).

### **3.3 License status**

The Company is applying for a MiCA license for custody, management, execution of orders and transfer, and exchange of crypto assets for FIAT currency. The Company is applying for a MiCA license for custody, management, execution of orders and transfer from the Czech National Bank. Until the MiCA license is obtained, the Company ensures compliance with the grandfathering period set out in the MiCA regulation.

## **4. GEOGRAPHICAL SCOPE AND PASSPORTING**

### **4.1 Company market**

- 1. The initial and primary geographic territory for the provision of the Services and marketing is the Czech Republic. The Company is registered in the Czech Republic and provides its Services during the bridging period for obtaining the MiCA license only in the Czech Republic.
- 2. It is necessary to emphasize that the Company does not have a real possibility to permanently or effectively control the geographical origin of its Customers or Clients or the place from where they use the Services online and it is expressly agreed that the place of performance of the services is in the Czech Republic, when in this case the Company relies on the customer's assurance that the place of performance is here even in the case of a foreign national's document. The digital nature of the Services means that access to them is possible from anywhere, i.e. Customers can use the Services remotely via the Internet, however, the provision of services across the borders of the Czech Republic is not expected until the passportization. The fact that the services may be technically available from other jurisdictions does not constitute an intention to provide services in these jurisdictions. The Customer is obliged to comply with the legal regulations of the jurisdiction in which it is located.

3. However, it is also necessary to point out that although the Company operates only in the Czech Republic and is subject to Czech law, it cannot be ruled out that other member states may have specific regulations or restrictions that Customers and Clients must respect. The interpretation and application of these rules may differ slightly in individual countries, and therefore it is advisable to monitor local legislative changes and consult with lawyers in the target countries regarding the scope of services.
4. Therefore, from a Czech legal perspective, the Company operates the Services legally and in accordance with local regulations. Cross-border Internet communication is a natural feature of the digital economy and one of the basic principles of cross-border provision of services within the EU and globally. However, the Company operates only in the Czech Republic.

## **5. RIGHTS AND OBLIGATIONS OF THE COMPANY**

### **5.1 Basic responsibilities**

#### **The company undertakes:**

- a) Provide services with professional care in accordance with applicable legal regulations, in particular the MiCA Regulation and these GTC.
- b) Act honestly, fairly and professionally in the best interests of Customers and Clients.
- c) Provide true, clear and non-misleading information about the services.
- d) Publish prices and fees in a transparent manner.
- e) Have prudential safeguards in place to protect the assets of Customers and Clients.

### **6.2 Financial security**

A core reliability feature for merchants is the guaranteed exchange rate. For each transaction, Mion locks the BTC to EUR exchange rate for a short period of time (typically two minutes), completely protecting the merchant from the risk of price volatility during the payment process.

### **6.3 Safety precautions**

The Company implements advanced security measures to protect the Crypto assets of Customers and Clients, including:

1. Multi-factor authentication
2. Data encryption
3. Regular security audits and penetration tests
4. Cold storage solution for long-term storage of crypto assets
5. Implementation of procedures for handling cyber incidents

## **7. RIGHTS AND OBLIGATIONS OF THE CUSTOMER**

## **7.1 Basic responsibilities**

The Customer is obliged to comply with all of its obligations arising from the Contract, these GTC, which are an integral part thereof, and generally binding legal regulations.

## **7.2 Cooperation and information obligations**

The customer undertakes:

- a) Provide all information and cooperation necessary for the proper provision of services
- b) Provide true and complete information upon registration and update it when changes occur
- c) Follow security procedures to protect access data
- d) Not to misuse the services for illegal purposes
- e) Provide information necessary for the fulfilment of AML/CFT obligations

## **7.3 Rights arising from defective performance**

### **7.3.1. How can I complain about your service?**

We are responsible for ensuring that the service provided by us is free from defects, i.e. that it will have the properties that we agree with you, and if we have not agreed, then the properties that we have described to you or that you could expect given the nature of the service and that it is suitable for the purpose stated by us. We are also responsible for ensuring that the service complies with the requirements of legal regulations.

### **7.3.2. Where to file a complaint?**

Complaints about the services provided by us can be submitted via e-mail to our e-mail address or in paper form to the address of our registered office listed in the introduction to the GTC.

### **7.3.3. What should I include in my complaint?**

In your complaint, please provide your details, contact information, what and why you are complaining about, prove that we provided you with the service (by email, meeting record, etc.), and state how you wish to handle the complaint.

### **7.3.4. What rights can I exercise in a complaint?**

We distinguish between a removable and non-removable defect, and a material and immaterial defect. A material defect is one that the party in breach of the Contract knew or should have known about when concluding it, so that the other party would not have concluded it if it had foreseen the defect. In the case of a material defect, depending on its nature (i.e. whether it is removable or not), you can request from us:

removal of the defect by repair.

For a defect that is immaterial (regardless of whether it is a removable defect or not), you are entitled to:

removal of the defect by repair.

Changing your choice without our consent is only possible if you request the repair of a defect that proves to be irreparable. If you do not exercise your right to a material defect in time, you have the same rights as for a non-material defect.

**The customer cannot withdraw from individual transactions that have already been carried out or initiated, i.e. after the conclusion of an individual purchase contract, it is not possible to withdraw from it. A purchase contract can never be withdrawn and you are obliged to submit a complaint without undue delay, otherwise it will be rejected as late.**

**Please note that due to the nature of the blockchain and the services, any errors such as incorrectly entering your bank account or wallet address are not our responsibility, but solely yours.**

#### **7.3.5. How long will it take for the complaint to be resolved?**

We will handle your complaint no later than 30 days from the date of its submission, unless we agree with you in writing on a longer period. If we do not handle your complaint within this period, you have the same rights after the expiry of this period as if it were a material defect.

#### **7.4. Responsibility for security**

The customer is fully responsible for:

1. To secure his access data, he is obliged to protect it and not make it available to any other person.
2. Protection against phishing attacks – thoroughly analyze all emails and other baits,
3. Verifying the authenticity of communication with the Company - Please beware of scams - our employees will never ask you for your access details.
4. Report suspicious activity or account compromise – as soon as you notice such activity, change your password and let us know.

### **8. EXCHANGE OF CRYPTO ASSETS FOR FIAT CURRENCY AND VICE-VERSA - FRAMEWORK AND INDIVIDUAL PURCHASE AGREEMENT**

#### **8.1 Framework Purchase Agreement**

The contractual relationship between the Company and the Customer is generally based on a framework purchase agreement, where the subject of the purchase and the service provided to the customers is the purchase of cryptocurrency from the Customer's Clients for FIAT funds of the Company, based on individual purchase agreements. The framework purchase agreement in these GTC regulates the general rules of cooperation, rights and obligations of the parties, in particular in the area of exchange of crypto-assets for fiat currency. Individual performance, i.e. individual

purchases or sales of crypto-assets, are carried out on the basis of individual orders and instructions of the Customer within this framework, which form a separate purchase agreement upon acceptance by the Company at the moment according to 8.3.

## **8.2 The moment of registration in the system is the moment of conclusion of this framework agreement**

8.2.1. The moment of acceptance of the registration, i.e. registration in the Company's electronic system `app.mion.group`, this framework purchase agreement in the content of these GTC is concluded and the Customer has access to the user interface and the possibility for his Client to enter orders and transaction orders in favour of the Customer. The Company has no legal relationship with his Client, the Company is only the place of performance. As a rule, a purchase agreement for goods or services, on the basis of which payment is made through the Company, is concluded directly between the Client and the Customer and therefore the Company cannot exercise the rights and obligations arising from it. At the moment of concluding the framework purchase agreement, you authorize us to be the Customer's payment point, where the Client sends the fulfilment of the separate contract concluded with him (e.g. purchase of shoes, etc.), under the currently available conditions on the exchange (the exchange rate determination upon concluding the purchase agreement depends on the current cryptocurrency exchange rate) and for a fee, where the resulting payment received by the Customer, whether in FIAT or cryptocurrency, is the result of these two accompanying phenomena.

8.2.2. Registration of the Customer is the initial prerequisite for starting cooperation and using the Company's services. By confirming registration, the Customer accepts the offer to conclude the Agreement as amended by these Terms and Conditions and confirms his/her consent to the knowledge and validity of these Terms and Conditions and the framework purchase agreement contained therein.

8.2.3. **Services provided to the Customer in a user account.** After concluding the framework purchase agreement, the Customer is provided with a user account from which he/she checks the receipt of FIAT funds and cryptocurrency, and also enters the bank account number, crypto wallet and other binding instructions of the Company for fulfilment. The Customer is fully responsible for the correctness of the instructions in the user account. The Company's interface will subsequently be made available to the Customer's Clients online. Furthermore, based on cooperation, the Customer's Clients are provided with the option to pay with cryptocurrency for payment on the Customer's e-shop. If IT services are required for the above, the Customer will provide them at his/her own expense and responsibility.

## **8.3 Individual Performance**

Each order, exchange order or other service is considered a separate performance and separate conclusion of a purchase contract, which is implemented according to the terms of this Agreement at the time of its entry by the Client (typically on the Client's website) and confirmation by the Company. In essence, this is a situation where individual Clients wish to pay the Customer in cryptocurrency and the Customer has chosen the Company as the place of performance. The Customer is entitled to use the services within the framework agreement at any time as needed and to the specified extent. The Customer sets in his user interface whether he wishes to receive FIAT currency (most often EURO) or cryptocurrency at the end of each transaction and where to send it. This choice can be changed at any time. The remuneration is payable at the time of conclusion of the individual purchase contract.

#### 8.4 Fees and open system

a) **Fees.** All prices stated on our website are for informational purposes only and do not constitute a binding proposal to conclude a Contract. A proposal to conclude a Contract is binding only at the moment of 8.7. immediately preceding the conclusion of the Purchase Contract, only at this time do we know the specific price determination with regard to the current market rate and the amount of the fee. For each individual performance, which means the execution of an exchange (purchase or sale of the Company's crypto assets ), the Company is entitled to a fee in % calculated from the transaction according to the current price list, and if such does not exist, then 1.5% of the total volume of each transaction. The legal entitlement to the fee arises at the moment of conclusion of the Purchase Contract and the fee is automatically sent to the Company at the moment immediately following the conclusion of the Purchase Contract. Changes to the Price List shall enter into force no earlier than 30 days after publication. The provisions of Section 1732, paragraph 2 of the Civil Code shall not apply.

b) The system is designed to be open and flexible. The Customer has the right to freely use individual services during the term of the Contract, including repeated transactions, without the need to conclude new contractual documents for each performance.

#### 8.5 Termination of the Agreement and End of Cooperation

Both the Customer and the Company may terminate this Framework Agreement and thus access to the services with effect from the end of the business day following the date of delivery of the notice to the other party, i.e. with one day's notice. The notice must be made in writing or electronically (e.g. by e-mail) and shall take effect immediately.

8.6 After the termination becomes effective, the Company is obliged to complete all orders and instructions of the Client that have already been received and accepted before the termination of the provision of services, unless the parties agree otherwise. At the same time, the Company is entitled to demand payment for services already performed until the date of termination of the contractual relationship.

8.7. **Purchase price deposit.** Any FIAT currency sent to the Company is considered a purchase price deposit for the purchase of cryptocurrency owned by the Company. The Customer has 48 hours from the moment of receipt of the FIAT currency to the Company's bank account to conclude the purchase contract, i.e. to make an offer to purchase and its acceptance by the Company according to 8.3., when the FIAT currency becomes the property of the Company upon receipt, otherwise a mandatory withdrawal will occur according to 8.8. Until then, the Company holds the purchase price deposit in a separate bank account.

8.8. **Mandatory withdrawal.** The Company does not hold FIAT currency or cryptocurrency for long-term reasons for security reasons. If the purchase contract is not concluded according to 8.7. or 9.7., the Company will send the funds back to the bank account from which the FIAT currency was received in the case of 8.7. or cryptocurrency to an external wallet under the control of the Customer according to 9.7. The costs of the mandatory withdrawal transaction are borne by the Customer.

8.9. **Customer's responsibility for entered data.** Also in the case of an exchange, the Customer is fully responsible for the entered data. Described in more detail in 9.9.



## **9. CUSTODIAL WALLET**

### **9.1 Service description**

The Company provides a custodial wallet service (wallet services), which consists of the custody and management of crypto assets on behalf of the Customers and the execution of instructions to send them. The Company holds the private keys to the relevant crypto addresses and is fully responsible for the security of the stored assets. The Customer may at any time give an instruction to send cryptocurrency to any address. The Company will execute this instruction.

### **9.2 Asset segregation**

The crypto assets are technically and legally separated from the Company's own assets. Clients' crypto assets are stored separately from the Company's crypto assets on a distributed ledger. Client assets are not accessible to the Company's creditors, in particular in the event of bankruptcy. MiCA is set compliant procedure for separating the assets of the Company and Customers.

### **9.3 Position register**

The Company maintains a register of positions opened on behalf of each Client who has a claim to crypto-assets. The Company owns the assets and the Clients have a claim against the Company in the amount of the crypto-assets under management. Movements resulting from Clients' instructions are recorded in this register as soon as possible and automatically, and the Client can also see them in his/her client account.

**9.4 Customer's responsibility for the entered data** The Customer bears sole responsibility for the accuracy of all data provided to the Company, in particular bank account numbers, crypto wallet addresses, Clients' contact details and other technical parameters of transactions.

The Company is not obliged and is not able to verify the accuracy of this data and is not liable for any damage, loss or other consequences arising from incorrectly entered data by the Customer.

The Customer is obliged to immediately notify the Company of any change or correction of their data and ensure that they always correspond to the actual state. In the event of failure to notify the change, the Customer bears all risk and damages resulting therefrom.

### **9.5 Account statements**

The Company provides Clients with statements in electronic form in their client account describing crypto assets registered in their name or the name of their Clients.

### **9.6 Liability for loss**

The Company is liable for the loss of crypto assets or means of access to them as a result of an incident attributable to the Company. The Company is not liable for events that could not be prevented, in particular natural disasters, cyberattacks or technical system failures.

**9.7. Mandatory withdrawal within 48 hours.** The company applies a policy of mandatory withdrawal of crypto assets, see 8.7 for more details.

## 10. RISKS ASSOCIATED WITH CRYPTO ASSETS

### 10.1 General risks

The Customer acknowledges and accepts the following risks associated with crypto assets:

- a) **Market:** The value of crypto assets is subject to high volatility and can fall or rise rapidly. The offer to conclude a purchase contract is constantly changing on the website and only the current offer with a deviation to the second decimal place (max deviation 1-9%) is binding at the moment of the offer and is usually valid for about 2 minutes.
- b) **Technological risk:** The risk of loss due to technical failures, cyber-attacks or software errors caused by one's own misuse.
- c) **Regulatory risk:** Possible changes in Crypto asset regulation that may affect the provision of services.
- d) **Liquidity risk:** The risk of difficulty converting crypto assets into FIAT currency under certain market conditions.
- e) **Impossibility of withdrawing from the Purchase Agreement and obligation to exercise rights arising from defective performance without delay.** Please note that it is not possible to withdraw from the Purchase Agreement. Due to the nature of the exchange of crypto assets, you must exercise your right to defective performance for any of our services without undue delay, otherwise it will not be granted.
- f) **Risk of loss of access:** Risk of loss of access data or technical means required to access the services

### 10.2 Limitation of liability

10.2.1. Due to the fact that you are entering into the purchase agreement directly under the terms of the current exchange rate and the fee known in advance under this agreement, please note that we are not liable for your indirect, consequential or other type of loss (damages and harm to the widest possible extent) arising from this Agreement.

Furthermore, we are not responsible for the performance of the contract concluded between the Customer and its Client or for the failure to conclude it.

If the provisions of the previous paragraph do not apply, any claim against us for compensation for your losses arising from or in connection with the Contract, regardless of the reason for which the loss arises, is limited to the amount of CZK 10,000. This does not apply to damage caused intentionally or by gross negligence and to non-pecuniary damage to your rights arising under the Contract.

10.2.2. The Company is not responsible for:

1. Losses caused by crypto asset market volatility.
2. Damages resulting from incorrect actions of the customer.
3. Losses caused by force majeure or actions of third parties.
4. Service interruptions due to system maintenance or regulatory requirements.

10.2.2. **KYC and KYB.** The Company carries out its obligations in the area of AML and each Customer and Client must undergo identification and control according to the law and if they fail to do so, no harm can arise to the Customer or Client.

## **11. PRICE CONDITIONS AND EXCHANGE RATES**

### **11.1 Pricing**

Prices for services are set according to the Company's valid price list, which is available on the Company's website. The Company has the right to unilaterally change the price list.

### **11.2 Fees**

The company will always transparently display all fees before concluding an individual purchase contract.

### **11.3 Guaranteed exchange rate**

For each transaction, the exchange rate is guaranteed for a period of two minutes, during which the Customer and Client are protected from the risk of volatility. This mechanism represents a key element of the service for minimizing exchange rate risk.

## **12. AML/CFT POLICY AND COMPLIANCE**

### **12.1 Basic principles**

The company is an obliged entity pursuant to Act No. 253/2008 Coll., on certain measures against the legalization of proceeds from crime and the financing of terrorism, and undertakes to comply with all relevant AML/CFT obligations.

### **12.2 Customer Identification and Verification (KYC)**

The company carries out:

1. Customer Due Diligence
2. Enhanced due diligence for high-risk customers

3. Continuous monitoring of business relationships
4. Record keeping according to AML law requirements

### **12.3 Reporting suspicious transactions**

The Company is obliged to report suspicious transactions to the Financial Analytical Office (FAÚ) and may refuse to execute a transaction until the Client or Customer check has been positively completed, or if there is a suspicion of money laundering or terrorist financing. For more information, see the Company's AML policy.

### **12.4. DISPUTE RESOLUTION. General courts and applicable law**

The Agreement and any disputes arising out of or in connection with this Agreement shall be finally resolved by the general courts of the Czech Republic, in accordance with the laws of the Czech Republic. No reference to the Agreement shall be made.

## **13. PROTECTION OF PERSONAL DATA**

### **13.1 Legal basis**

The company processes customers' personal data in accordance with Regulation (EU) 2016/679 of the European Parliament and of the Council (GDPR) and other applicable legal regulations on the protection of personal data.

### **13.2 Scope of processing**

Personal data is processed for the purpose of:

1. Contract performance and provision of services
2. Compliance with legal obligations, especially AML/CFT
3. Legitimate interests of the Company
4. Based on the Customer's consent

### **13.3 Rights of data subjects**

Customers have the right to access their personal data, rectify it, erase it, restrict processing, transfer data and file a complaint with a supervisory authority.

## **14. CHANGES TO THE TERMS AND CONDITIONS**

### **14.1 Right to change**

The Company reserves the right to unilaterally change these GTC. It will inform Customers about the changes via the Customer Account.

## **14.2 Rejection of changes**

The customer has the right to notify in writing within 30 days of receipt of the notification of the change to the GTC that he/she does not agree with the proposed change. In such a case, the contract shall be governed by the current GTC until its termination.

## **15. SECURITY MEASURES AND CYBER SECURITY**

### **15.1 Technical measures**

The company implements state-of-the-art security measures in accordance with the Financial Sector Digital Operational Resilience Regulation (DORA), including:

1. Advanced systems for detecting and preventing cyber attacks
2. Regular backups and disaster recovery plans
3. Data encryption during transmission and storage
4. Network segmentation and implementation of the principle of least privilege
5. Continuous monitoring of security threats

### **15.2 Organizational measures**

1. The company is implementing organizational measures including:
2. Regular employee training in cybersecurity
3. Policies and procedures for managing access to information
4. Incident response plans for rapid response to security incidents
5. Regular audits and security risk assessments

### **15.3 Incident reporting**

The Company undertakes to report serious operational or security incidents to the relevant authorities in accordance with applicable legal regulations and to inform the affected Customers in cases where the incident may affect their rights or interests.

## **16. FINAL PROVISIONS**

### **16.1 Validity and effectiveness**

These GTC enter into force and effect on July 1, 2025 and apply to all contracts concluded from this date.

### **16.2 Severability of provisions**

Annex No. 10 to the MiCA license application BitElevate s.r.o.

If any provision of these GTC becomes invalid or ineffective, this shall not affect the validity and effectiveness of the remaining provisions. The invalid or ineffective provision shall be replaced by a valid and effective provision that comes as close as possible to the purpose of the original provision.

*In Prague, on 1 July 2025*

BitElevate s.r.o.

*OLE HENRIK BAUMGARTEN SKOGSTRØM*  
*Statutory director*