

CBTC MASTER SERVICES AGREEMENT

This Services Agreement (this “Agreement”) is entered into and effective as of _____, (“Effective Date”) by and between **DLC.Link, Inc.** (“Provider”), and _____, duly organized in _____ and having a place of business at _____ (“Transaction Partner”) (collectively, the “Parties”). All references to “you” or “your” mean the User and/or its Authorized Persons.

WHEREAS, Software Provider has developed and operates the CBTC protocol, including minting, vault, and transaction functionality; and WHEREAS, Transaction Partner wishes to provide BTC Transaction Capacity to support operation of the CBTC protocol and earn CantonCoin (CC) rewards arising from activity on the protocol; NOW, THEREFORE, in consideration of the mutual covenants herein contained, the Parties agree as follows:

1. Definitions

- (a) **CBTC:** A token issued on the Canton network, backed 1:1 by BTC.
- (b) **Vault:** A smart contract module within the CBTC system designed for locking CBTC and generating internal yield-related transactions.
- (c) **Transaction Activity:** Includes mint, transfer, and vault-lock operations executed within the CBTC system.
- (d) **Transaction Proceeds:** all CantonCoin (CC) rewards or other economic considerations generated directly from CBTC transactions originated under this Agreement.
- (e) **Transaction Partner:** The party that directly or indirectly initiates, facilitates, routes, or causes a CBTC transaction on the Canton Network, whether through its own systems, interfaces, smart contracts, or on behalf of end users, as recognized by the CBTC protocol and related transaction records.
- (f) **Transaction Capacity:** BTC resources contributed by the Transaction Partner solely for the purpose of originating, executing, and settling CBTC transactions on the Canton Network, including minting, transfers, and vault-related operations, and not as passive liquidity, investment capital, or yield-generating assets.

2. Purpose and Scope

- (a) The purpose of this Agreement is to establish terms under which the Transaction Partner supplies BTC Transaction Capacity to the Software Provider’s CBTC

protocol. Transaction Capacity enables CBTC minting, transfers, and smart contract operations that generate CantonCoin (CC) rewards.

3. Obligations of the Parties

- (a) The Software Provider shall operate, maintain, and secure the CBTC protocol, ensuring that transactions related to CBTC minting, transfers, and vault operations are properly executed and recorded.
- (b) The Transaction Partner shall contribute BTC Transaction Capacity to enable minting and locking operations under this Agreement and maintain compliance with applicable laws, including AML/KYC verification as reasonably required by the Software Provider.

4. Reward Share and Transaction Economics

- (a) Eligibility for Reward Share. To qualify for any reward share under this Agreement:
 - (i) the Transaction Partner must be the Originator of, or otherwise directly facilitate, route, or enable, the applicable Canton Network transaction(s); and
 - (ii) the Software Provider reserves the right to reject or exclude transactions that are abusive, non-economic, artificial, self-directed, circular, or otherwise intended to circumvent the intent of this Agreement.No reward share shall be payable with respect to transactions that do not meet the foregoing requirements or that are originated by third parties or otherwise not directly initiated by the Transaction Partner.
- (b) The Parties acknowledge that each transaction performed through the CBTC system (including mint, transfer, and vault-lock events) on the Canton Network generates CantonCoin (CC) rewards.
- (c) Reward share under this Agreement shall be based solely on the actual reward share received by the Software Provider, net of any third-party fees directly deducted at source prior to receipt by the Software Provider, including the 20% Digital Assets infrastructure vendor fee.
- (d) Subject to eligibility and origination requirements, the Transaction Partner shall receive fifteen percent (15%) of the actual reward share received by the Software Provider, as described in Section 4(c).
- (e) For the avoidance of doubt, Transaction Capacity is provided solely to enable transaction origination and execution and does not constitute an investment, capital contribution, or expectation of profit independent of transaction activity.
- (f) Payment Timing. Any reward share payable under this Agreement shall be calculated and paid on a regular basis, but no less frequently than once per calendar month. All reward shares earned during a given calendar month shall be

paid in full within thirty (30) days following the end of that calendar month, unless otherwise paid earlier at Company's discretion.

All payments are contingent upon and limited to the Software Provider's actual receipt of the corresponding reward share. Notwithstanding the foregoing, if any rewards are restricted, invalidated, or deemed non-compliant with the rules, policies, or requirements of the Canton Network or its governing bodies, the Provider shall have the right to withhold, suspend, or permanently cancel (including by burning, where applicable) any corresponding reward share otherwise payable under this Agreement.

- (g) Transaction Data Visibility. The Transaction Partner acknowledges that eligibility for reward share is dependent on the Provider's ability to verify transaction activity and related data. In the event that transaction data is unavailable, incomplete, or inaccessible to the Provider due to third-party restrictions, privacy settings, or any other limitations, the Transaction Partner shall, upon request, provide all necessary consents and authorizations to enable the Provider to obtain such data from relevant third parties. Failure to provide such consents or access shall result in the corresponding transactions being deemed ineligible for reward share.

5. Vault Operations

- (a) CBTC may be deposited into a Vault, where locking such assets constitutes a transaction generating additional CantonCoin rewards. Vault operations may include future yield strategies, which will accrue proportionally to the Transaction Partner's contributed Transaction Capacity, net of the DA fee.
- (b) Any reward share arising from Vault operations shall be subject to the same Partner requirements, reward share provisions, and transaction cost deductions set forth in Section 4.

6. Compliance and Representations

- (a) Each Party represents and warrants that it is duly organized, validly existing, and in good standing under the laws of its jurisdiction; has full power and authority to enter into this Agreement; and will comply with all applicable laws, including anti-money laundering, counter-terrorist financing, and sanctions obligations.

7. Term and Termination

- (a) This Agreement shall commence on the Effective Date and continue for one (1) year, automatically renewing for successive one-year terms unless either Party provides at least sixty (60) days' written notice of non-renewal.

- (b) Either Party may terminate this Agreement upon written notice for convenience within fourteen (14) days of notice. Upon termination, any accrued but unpaid reward share shall remain payable in accordance with Section 4(g), subject to eligibility and receipt of underlying rewards.
- (c) This Agreement may be terminated immediately if required by applicable law or regulation, or if a Party determines in good faith that continued performance would violate legal or regulatory obligations. This includes but is not limited to regulation published by the Canton Network or its governing bodies.

8. Confidentiality

- (a) Both Parties shall treat as confidential all non-public information disclosed in connection with this Agreement. Confidential information shall not be disclosed to any third party without prior written consent, except as required by law or court order.

9. Indemnification

- (a) Each Party agrees to indemnify and hold harmless the other Party and its affiliates, officers, and employees from any losses, claims, damages, or expenses arising out of the indemnifying Party's breach of this Agreement, gross negligence, or willful misconduct.

10. Limitation of Liability

- (a) Neither Party shall be liable for any indirect, incidental, special, or consequential damages arising out of or relating to this Agreement. The aggregate liability of either Party under this Agreement shall not exceed the total amount of rewards payable to such Party during the twelve (12) months preceding the event giving rise to the claim.

11. Miscellaneous

- (a) Disclaimer: Provider does not provide legal, financial, tax, or regulatory advice. The Services and all related materials are provided strictly on an "as-is" and "as-available" basis, and nothing in this Agreement or related communications constitutes a solicitation, endorsement, or guarantee of any kind. It is the User's responsibility to ensure its activities using CBTC and Provider's Services comply with all applicable laws and regulations
- (b) KYC and Regulatory Compliance: Users acknowledge that validators on the Canton network are responsible for regulatory compliance, including identity verification and sanctions screening. Users warrant that they are not located in or a resident of any jurisdiction subject to applicable sanctions or restrictions and

that their use of CBTC and Provider's Services complies with all relevant regulations.

(c) Amendments and Waivers: Any amendment or waiver under this Agreement must be in writing and signed by both Parties.

(d) Notices: All notices under this Agreement must be in writing and delivered to the contact information provided by the Parties, either by email, personal delivery, or certified mail.

(e) Force Majeure: Neither Party is liable for failure or delay in performance due to events beyond its reasonable control, including acts of God, war, terrorism, or civil unrest. Financial hardship, including insolvency or lack of funds, does not qualify as force majeure.

(f) No Financial Advice or Inducement: This Agreement, and any materials or communications related to Provider's Services, are provided for informational and operational purposes only and do not constitute financial advice, investment advice, or a recommendation or inducement to engage in any transaction or investment strategy. Neither this Agreement nor the provision of Services shall be construed as creating a fiduciary relationship or as Provider acting as a broker, financial advisor, or investment manager. User acknowledges that any use of CBTC or related services is at its own discretion and risk.

(g) No Partnership or Fiduciary Duty: Nothing in this Agreement shall be construed to create a partnership, joint venture, agency, or fiduciary relationship between the Parties. Each Party is an independent entity and shall not represent itself otherwise.

(h) This Agreement constitutes the entire agreement between the Parties regarding its subject matter and supersedes all prior or contemporaneous communications, whether written or oral. It may be amended only by a written instrument executed by both Parties. If any provision of this Agreement is found invalid or unenforceable, the remaining provisions will remain in full force and effect. Except as expressly stated, the rights and remedies provided in this Agreement are cumulative and do not exclude any other rights or remedies at law or in equity. The failure of either Party to enforce any provision will not constitute a waiver of that or any other provision. This Agreement is solely for the benefit of the Parties and their permitted successors and assigns and does not create any rights in any third party. All notices under this Agreement must be in writing and delivered by hand, overnight courier, or email to the addresses designated by each Party. The

Parties have participated jointly in the negotiation of this Agreement, and no provision shall be construed against either Party as the drafter.

(i) The Parties agree to collaborate on reasonable co-marketing and promotional activities relating to the CBTC protocol and their partnership under this Agreement. The Transaction Partner grants the Software Provider a non-exclusive, royalty-free, worldwide license to use the Transaction Partner's name, logo, and brand marks (collectively, the "Marks") in press releases, case studies, website listings, and other marketing materials solely for the purpose of identifying the Transaction Partner as a participant in the CBTC Transaction Capacity program. Any public announcement, joint statement, or publication that references both Parties shall require the prior written approval (including email approval) of each Party, which shall not be unreasonably withheld or delayed. Neither Party shall make misleading statements regarding the nature or scope of the collaboration. Each Party shall retain ownership of its respective Marks and may revoke use of its Marks upon thirty (30) days' written notice.

(j) Governing Law: This Agreement and any non-contractual obligations arising out of, or in connection with it, shall be governed by, and interpreted in accordance with, the laws of the State of Delaware, without regard to its conflict of laws principles

[Signature Page to Follow]

IN WITNESS WHEREOF, the parties, by their duly authorized representatives, have executed this Agreement as of the Effective Date.

DLC-Link, Inc.:

By: _____

Print Name: Akos (Aki) Balogh

Title: Co-founder & CEO

Transaction Partner:

By: _____

Print Name: _____

Title: _____