PROFESSIONAL SERVICES AGREEMENT

NETWARM LTD

Public offer

These Terms and Conditions along with Privacy Policy, AML/KYC Policy any amendments and annexes thereof constitute a legally binding agreement for the provision of services of NETWARM (the "Terms") govern your use of NETWARM's Websites and Services. For the purposes of these Terms, "Websites" refers to https://my.hyperguard.network , https://hyperguard.network, as well as the other websites that NETWARM operates and that link to these Terms, and "The Service" means NETWARM's products and services that are publicly available - Telegram - @hyperguard_service. If you do not agree to these Terms, you must not access or use our Websites or Services and accept this Agreement.

By concluding this Agreement, the Client confirms that, he agrees to The Terms and Conditions along with Privacy Policy, AML/KYC Policy, Agreement, any amendments and annexes thereof constitute a legally binding agreement for the provision of services of NETWARM (the "Terms") govern your use of NETWARM's Websites and Services. For the purposes of these Terms, "Websites" refers to https://my.hyperguard.network , https://hyperguard.network, as well as the other websites that NETWARM operates and that link to these Terms, and "The Service" means NETWARM's products and services that are publicly available - Telegram - @hyperguard_service.

The unconditional acceptance (acceptance) of the terms of this Agreement is the successful completion of the registration procedure in the Personal Account or the Client's payment for services. The electronic version of the agreement is considered concluded between the Provider and the Client from the moment of acceptance of this Agreement.

By concluding this Agreement, the Client confirms that he has read and understands its contents, fully and unconditionally agrees with them, and also that the Client meets the requirements established by the legislation necessary for its conclusion and has the necessary powers.

1.1. This Service Level Agreement (hereinafter referred to as the "Agreement") is a public offer of the NETWARM LTD a company registered under the laws of The United Kingdom of Great Britain and Northern Ireland, with Registration No 14411791 The Registrar of Companies for England and Wales, represented by the Director Pavels Klujevs (hereinafter referred to as the "Provider") to conclude an agreement on the provision of information and technical services addressed to any persons, including, but not limited to legal entities and individuals (hereinafter referred to as the "Client").

2. **SERVICES**

2.1. The technical services, including:

- **VPS/VDS**
Deploying virtual server hosting at NETWARMS datacentre, providing the perfect foundation for scalable websites and applications;
- **Dedicated Server Service/ Shared**

Provision of computing capacity and disk space for posting on them mailboxes, databases, software and other information of the Client (further on the text - Web-systems).

- **ANTI-DDOS service**

Logical tunnel interfaces (GRE/IPIP)

Generic routing encapsulation (GRE) and IP over IP (IPIP) both provide a private, secure path for transporting packets through a network by encapsulating (or tunneling) the packets. The tunneling is performed by tunnel endpoints that encapsulate or de-encapsulate incoming traffic.

Protecting the logical tunnel interface (peer route-policy)

- **Administration/maintenance Support**

Technical Support Essentials: 10:00 – 20:00 (GMT+3)

Maintenance of the Client's infrastructure, whether it is an operating system or a cluster system.

- **Lease IPv4 Addresses**
- **Network traffic analysis (legitimate traffic metrics)**
- **Enterprise**
- **Web Application security**

Based on NETWARM'S infrastructure: NETWARM'S Dedicated Server Service or VPS/VDS with protecting the logical tunnel interface.

Reverse proxy

A reverse proxy server is an intermediate connection point positioned at a network's edge. It receives initial HTTP connection requests, acting like the actual endpoint.

2.2. The total list of services provided is posted on the official website of the Provider on the Internet — https://my.hyperguard.network , https://hyperguard.network (hereinafter referred to as the "official website of the Provider") and (or) is presented in the Personal Account, accessible via a link on the Internet https://my.hyperguard.network , https://hyperguard.network, access to which is opened after the successful completion of the registration procedure.

3.   DUTIES AND RESPONSIBILITIES

 The Service Provider engages to:
 3.1 Provide and perform for the Client such services to the best of its abilities. The Service Provider shall   devote its best efforts to the performance of the services and to such other services as may be reasonably requested by the Client.
 3.2. Use its best efforts to furnish competent Agents possessing sufficient working knowledge of the Service Provider's services and way of conduct to fulfil the obligations hereunder inform the Client of any information necessary for the fulfillment of its obligations in a timely fashion to ensure success to the best of its abilities.
 3.3. Do not disclose personal data of the Client, as well as any other confidential information stored (forwarded) on the Server of the Contractor, except in cases provided by the legislation of The United Kingdom of Great Britain and Northern Ireland
 3.4. To provide 10:00-20:00 (GMT) technical and informational support of the Client by holding consultations by e-mail (admin@netwarm.org).

4. COST AND PAYMENTS

4.2. Cost
The cost of services under this Agreement shall be determined by the tariff plan of the Client, chosen by the Customer in the personal account of the Service Provider's system - https://my.hyperguard.network.

4.3. Payments
4.3.1. The Client undertakes to pay for the services provided by the Provider in full and on time in the amount stipulated by the relevant tariff plan indicated on the Provider's official website and/or Personal Account.

4.3.2. Invoices for services are generated in the Personal Account. The Client pays for the services within 3 banking days from the moment the invoice is generated by the Provider in the Personal Account, but no later than the end date of the previously prepaid period.

4.3.3. The Client's obligation to pay is considered fulfilled from the moment of receipt of funds to the Provider's settlement account.

4.3.4. If the Client fails to fulfill the payment obligations within the time specified in the invoice, the provision of the service is automatically suspended on the day after the end of the prepaid period.

4.3.5. The service provides for a payment method through a deposit. Deposit balance indicated in personal account https://my.hyperguard.network.

5. TERMINATION

5.1 Either party may, by delivering written notice thereof to the other party, terminate any or all of its obligations under this Agreement, effective immediately, if the other party hereto:

a.   Is rendered bankrupt or becomes insolvent, and such insolvency is not cured within thirty (30) calendar days after written notice, or files a written petition in bankruptcy or an answer admitting the material facts recited in such petition filed by another, or discontinues its business, or has a receiver or other custodian of any kind appointed to administer any substantial amount of its property; or

b.   Commits a material breach of its duties, obligations or understandings under this Agreement, which breach is not cured within five (5) working days following written notice of such breach from the non-breaching party.

Any such termination shall be in addition to any other rights or remedies available by law or in equity to the terminating party.

5.2. Any other termination arising for reasons other than those mentioned in paragraph 7.1. herein above, can only occur by written notice from the terminating party, sent to the other thirty (thirty) calendar days prior to the date of termination, notwithstanding the terms set forth in paragraph 7.3.

5.3. Each party hereto agrees to consult in advance with the other party to bring to the attention of the other party any problems, differences, opinion, disagreements or any other matters that may lead such party to terminate or seek to terminate this Agreement. The purpose and intent of the Parties in including this provision is to ensure that both Parties are made aware of any such problems arising out or relating to this Agreement or the relationship between them, so that the Parties hereto may, in good faith, consult with one another concerning such problems and, where possible, resolve them to the Parties' mutual satisfaction, thereby preserving their contractual

relationship and goodwill and mutual respect presently existing between the Parties to this Agreement.

6. CONFIDENTIALITY

6.1. The Parties hereby agree that any and all information exchange for the purposes of the present agreement are considered as proprietary and confidential.

6.2. The Recipient of such information, which can be either party to this Agreement, agrees that it will maintain all confidential information in strict confidence to the best of its abilities and will not disclose it directly or indirectly to any third party or use it for any purpose outside of this Agreement without prior written consent.

6.3. The Recipient shall not permit any employee, director, officer, agent, representative or affiliate to have access to such confidential and proprietary information unless such employee, director, agent, representative or affiliate (a) needs to have access to the confidential and proprietary information for the purposes of this Agreement, (b) has been informed of the confidential and proprietary nature of the information, and (c) agreed to act in accordance with the terms and conditions set out in this Article.

6.4 The confidential information shall not be reproduced in any form or stored in a retrieval system or database without the permission of the Disclosing Party in writing, except as required for the performance of this Agreement.

6.5 Upon termination of this Agreement, in whole or in part, the Recipient shall, upon request, forwith return the Disclosing Party all confidential information, including all documents and information which contain confidential information of the Disclosing Party in the possession of the Recipient.

6.6 This Article shall remain in effect for one (1) year following the termination of this Agreement, covering all information exchanged between the Parties, as well as all actions and work undertaken under this Agreement.

7. NOTICES

All notice, requests, orders, consents or approvals required or permitted by this Agreement shall be in writing and sent to the Parties at their usual electronic addresses, used during the term of their business relationship, as well as duly signed in original or true copy form to the addresses first above-mentioned. A party may change the usual electronic or physical addresses by notice to the other party from time to time.

Notices shall be delivered personally or sent by registered or certified mail with postage prepaid or by courier or by fax or by email. They shall be deemed to have been received upon notice of receipt from the recipient.

8. FORCE MAJEURE

Any failure or delay in the performance by the Service Provider of its obligations hereunder shall not be considered as a breach of this Agreement if such failure or delay arises out of or results primarily, but without limitation, from fire, storm, flood, earthquake or other acts of God, explosions, wars, insurrections, strikes, work stoppages or slowdowns, epidemic, pandemic or quarantine restrictions, unforeseen equipment failure or inability to obtain essential raw materials despite commercially reasonable efforts to do so (the occurrence of any of the foregoing shall be an "Event of Force Majeure").

9. SEVERABILITY

The terms and conditions of this Agreement are hereby deemed by the Parties to be severable, and the invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the validity and enforceability of the other provisions hereof.

10. APPLICABLE LAW

The applicable laws to this Agreement are the laws and regulations under the legal framework of the he laws of The United Kingdom of Great Britain and Northern Ireland. Any decision taken by the Courts of The United Kingdom of Great Britain and Northern Ireland shall be binding to the Parties and take effect according to the applicable laws.

11. ENGLISH LANGUAGE CONTROLS

Non-English translations of this Policy are provided for convenience only. In the event of any ambiguity or conflict between translations, the English version is authoritative and controls.