SERVICES AGREEMENT AND TERMS OF BUSINESS

1. PREAMBLE & PARTIES

This Service Agreement and Terms of Business ("Agreement") is made effective on the date executed by the last to sign as outlined below by and between:

- UPBIT, a South Korean–based cryptocurrency exchange, based in Seoul, Republic of Korea ("Company"); and

- - ESTV LABS FZCO, a company registered in Dubai, United Arab Emirates (DMCC Free Zone) with its principal place of business at DMCC Business Centre, Level 12, Uptown Tower, Dubai, United Arab Emirates ("Customer").

WHEREAS:

- The Company operates the cryptocurrency exchange platform located at www.upbit.com (the "Site");

- The purpose of the Site is to provide content, commerce, and services related to cryptocurrencies and tokens to users who register with the Site;

- The Customer wishes to have its digital asset, ESTV (SPL), admitted for trading on the Site; -

  The Parties desire to set forth the rights and obligations with respect to such listing.

NOW, THEREFORE, in consideration of the agreements and obligations set forth herein and other good and valuable consideration, the receipt of which is acknowledged, the Parties agree as follows:

2. SERVICES AND SUPPORT

2.1 Scope of Services

Subject to the terms of this Agreement, the Company shall integrate the ESTV Token (SPL) with the Upbit Platform, enabling deposits, withdrawals, and trading functionality.

2.2 Trading Pairs

The Company shall admit ESTV/KRW and ESTV/USDT as the initial market pairs for trading. Additional trading pairs may be considered at a later stage subject to mutual agreement.

2.3 Listing Process

Within five (5) Business Days following the later of (i) receipt of the security deposit specified under Section 6 and Exhibit A, and (ii) completion of the Company's admissibility, KYC, and compliance checks, the Company shall on a commercially reasonable efforts basis list ESTV for trading on the Upbit Platform.

2.4 Technical Support

The Company shall provide the Customer with reasonable technical support during integration and throughout the duration of this Agreement, in accordance with the Company's standard practices.

2.5 Compliance and Documentation

The Customer shall provide all required documentation as outlined in Exhibit A (including but not limited to incorporation certificate, director identification, tokenomics, audit reports, and official logos) within the timeframe requested by the Company.

3. OBLIGATIONS; REPRESENTATIONS AND WARRANTIES

3.1 Use of Services

The Customer shall not, directly or indirectly: (i) attempt to discover or reverse-engineer the underlying architecture, code, or algorithms of the Upbit Platform; (ii) modify, translate, or create derivative works based on the Services provided under this Agreement; (iii) use the Services for time-sharing, rental, or service bureau purposes for the benefit of third parties; or (iv) remove any proprietary notices or labels from the Upbit Platform or related materials.

3.2 Compliance with Laws

The Customer represents, warrants, and covenants that its use of the Services, and the listing and trading of ESTV (SPL), shall at all times be in full compliance with all applicable laws and regulations in the jurisdictions where ESTV is promoted, offered, or traded.

3.3 Utility Token Representation

The Customer represents and warrants that ESTV is a utility token and shall not be construed as a security subject to securities, financial instruments, or similar laws or regulations in any jurisdiction.

3.4 Security and Access

The Customer shall be solely responsible for: (a) maintaining secure infrastructure and accounts related to the Project; (b) safeguarding private keys, passwords, and sensitive data associated with the Token and wallets; and (c) preventing unauthorized access, hacking, or misuse of Customer systems or the Token. The Company shall have no liability for losses or damages incurred by the Customer due to security breaches on the Customer's side.

3.5 Marketing and Promotion

The Customer shall use commercially reasonable efforts to ensure that all marketing, promotional activities, and community communications regarding ESTV are in compliance with applicable advertising and consumer protection laws. Unauthorized use of the Company's trademarks, logos, or official brand materials shall constitute a breach of this Agreement.

3.6 Project Conduct

The Customer represents and warrants that neither the Project, nor its founders, directors, or key team members, are subject to any ongoing investigation, administrative or criminal action, penalty, or prosecution which could materially impact the reputation of the Project or the Company.

4. CONFIDENTIALITY; PROPRIETARY RIGHTS

4.1 Confidential Information

Each Party (the "Receiving Party") acknowledges that the other Party (the "Disclosing Party") may disclose business, technical, or financial information relating to its operations (the "Confidential Information"). Confidential Information of the Company shall include non-public information regarding the features, functionality, and performance of the Upbit Platform. Confidential Information of the Customer shall include non-public information regarding the ESTV Project, technical specifications, financial data, and materials provided for integration. The Receiving Party agrees: (i) to take all reasonable precautions to protect the Confidential Information; and (ii) not to use (except as necessary to perform under this Agreement) or disclose such Confidential Information to any third party without prior written consent.

4.2 Exclusions

The obligations in 4.1 shall not apply to any information that the Receiving Party can document: (a) is or becomes publicly available without breach of this Agreement; (b) was lawfully in its possession prior to disclosure by the Disclosing Party; (c) was independently developed without use of the Confidential Information; or (d) is required to be disclosed under applicable law, regulation, or legal process.

4.3 Data Rights

The Company may collect and analyze aggregated, de-identified data relating to the performance and use of the ESTV listing and associated services, for the purposes of improving its platform and service offerings.

4.4 Intellectual Property

Except as expressly stated herein, no licenses or rights are granted by either Party. All intellectual property rights relating to the ESTV Token, website (https://estvlabs.com), and

ecosystem shall remain vested with the Customer. All intellectual property rights relating to the Upbit Platform and brand shall remain vested with the Company.

4.5 Survival

The provisions of this Section 4 shall survive any termination or expiration of this Agreement and remain in full force and effect for an indefinite period.

5. FORCE MAJEURE

5.1 The Company shall not be held responsible for any delay or failure in performance of its obligations under this Agreement to the extent such delay or failure is caused by events beyond its reasonable control, including but not limited to: fire, flood, earthquake, or other natural disaster; strike, lockout, labor dispute, or industrial action; embargo, act of sabotage, riot, insurrection, terrorism, or war; government regulation, law, or order restricting or prohibiting services; failure, delay, or outage of internet services, telecommunications, servers, or blockchain networks; computer virus, cyberattack, or similar external event.

5.2 In such circumstances, the affected Party shall notify the other Party as soon as reasonably possible of the occurrence of the force majeure event and shall use commercially reasonable efforts to resume performance once conditions allow.

5.3 If a force majeure event continues for more than sixty (60) consecutive days, either Party may terminate this Agreement by written notice to the other Party, without liability, except for obligations already incurred prior to such termination.

6. PAYMENT OF FEES AND LIQUIDITY DEPOSIT

6.1 Security Deposit Requirement

Prior to the admission of ESTV (SPL) to the Upbit Platform, the Customer shall (i) execute this Agreement, (ii) complete KYC and provide all admissibility and compliance documentation reasonably requested by the Company, and (iii) transfer a refundable security deposit of One Million United States Dollars (USDT 1,000,000) to the Company. The security deposit is required to reserve and hold the listing slot and to enable launch planning and coordination.

6.2 Receiving Account / Address

The security deposit shall be transferred to the Company's KYC Team account on the Upbit exchange, to the following designated deposit address:

USDT (ERC20/BEP20) – Deposit Address:
0xfF93f9D8829724fb527D5A6930C42701baF42d5c

6.3 Purpose and Use

Up to USDT 500,000 of the security deposit (the "Initial Liquidity Allocation") may be made available for initial liquidity provision at launch, including through the Company's zero-fee market making program, to support orderly market conditions for the initial trading pairs (ESTV/KRW and ESTV/USDT).

The Customer may elect to increase initial liquidity by providing additional USDT and/or ESTV tokens, subject to the Company's operational requirements and coordination with the applicable market-making setup.

Any remaining portion of the security deposit functions as a security buffer during the initial trading period.

6.4 Hold Period and Refund Terms

Subject to the Customer's compliance with this Agreement, the security deposit shall be held for sixty (60) days from the commencement of trading on the Upbit Platform (the "Holding Period") and shall be refunded in full in one payment promptly following the Holding Period.

6.5 Withholding and Forfeiture Conditions

The Company may withhold, offset, or decline to refund the security deposit, in whole or in part, if: (i) the Customer materially breaches this Agreement; (ii) the Customer discloses listing information prior to the Company's official announcement; (iii) the Customer makes unauthorized use of the Company's name, logo, or brand materials; (iv) the Token is delisted or trading is suspended due to regulatory restrictions, material compliance issues, or other delisting events under Section 7; or (v) abnormal market events, fraudulent activity, or conduct attributable to the Customer results in material risk, loss, or remediation cost to the Company during the Holding Period.

7. TOKEN ADMISSION TO UPBIT PLATFORM

7.1 Timeline for Admission

The Company shall, on a commercially reasonable efforts basis, list ESTV (SPL) for trading on the Upbit Platform within five (5) Business Days following the later of: (i) receipt of the security deposit in USDT as specified in Section 6; and (ii) confirmation that all admissibility and compliance documentation reasonably requested by the Company has been provided by the Customer.

7.2 Trading Pair

The initial market pair to be admitted shall be ESTV/KRW and ESTV/USDT. Additional pairs may be introduced subject to mutual agreement between the Parties.

7.3 Company Rights

The Customer hereby irrevocably authorizes the Company to determine, in its sole discretion, the minimum requirements applicable to Upbit users (including citizenship restrictions, KYC/AML verification, and trading eligibility) prior to enabling trading of ESTV on the Platform.

7.4 Delisting Events

The Company shall have the right (but not the obligation) to suspend or cancel trading of ESTV on the Upbit Platform with immediate effect in the event of: (i) a ban or restriction imposed by any governmental authority on the trading, advertising, or promotion of ESTV; (ii) the Customer, Project, or key team members becoming subject to any investigation, administrative or criminal action, penalty, or prosecution; (iii) the ESTV Token ceasing to qualify as a utility token under applicable regulations; (iv) regulatory or exchange restrictions preventing continued listing; or (v) the Customer's failure to comply with its obligations under Section 6 regarding the USDT security deposit.

7.5 Effect of Delisting

In the event of a suspension or delisting under this Section, the Company shall not be required to refund or compensate the Customer for the security deposit or any fees already paid, except as expressly provided under Section 6.4. This Agreement shall terminate automatically as of the effective date of such suspension or cancellation.

8. INDEMNITY AND LIMITATION OF LIABILITY

8.1 Limitation of Liability

Notwithstanding anything to the contrary in this Agreement, the Company shall not be liable, whether in contract, negligence, strict liability, or otherwise, for: (i) any indirect, incidental, consequential, or punitive damages; (ii) any loss of profits, revenue, goodwill, or business opportunities; (iii) any damages resulting from the Customer's breach of security obligations, mismanagement of private keys, or failure to implement appropriate safeguards for ESTV tokens or related systems.

8.2 Exclusion of Warranties

The Customer acknowledges and agrees that no warranties, guarantees, or representations are made by the Company regarding: (i) merchantability or fitness of the ESTV Token for any particular purpose; (ii) long-term market performance, trading volume, or price appreciation of ESTV; (iii) uninterrupted or error-free access to the Upbit Platform.

8.3 Liability Cap

In no event shall the aggregate liability of the Company under this Agreement exceed twenty-five percent (25%) of the total value of the security deposit provided by the Customer pursuant to Section 6.

8.4 Indemnification by Customer

The Customer agrees to indemnify, defend, and hold harmless the Company and its officers, directors, employees, and agents from and against any claims, damages, losses, liabilities, or expenses (including reasonable legal fees) arising from: (i) the listing, promotion, and trading of ESTV on the Upbit Platform; (ii) any breach of the representations, warranties, or obligations of the Customer under this Agreement; (iii) any regulatory, consumer, or third-party claims relating to the ESTV Token, except to the extent caused by the gross negligence or willful misconduct of the Company.

8.5 Survival

The obligations under this Section 8 shall survive any termination or expiration of this Agreement.

9. TERM AND TERMINATION OF AGREEMENT

9.1 Term

This Agreement shall enter into force on the Effective Date and shall remain in effect until both Parties have fully performed their contractual obligations hereunder, unless earlier terminated in accordance with this Section.

9.2 Termination by Notice

Either Party may terminate this Agreement at any time by providing the other Party with ten (10) calendar days' written notice.

9.3 Termination for Cause

The Company shall be entitled to suspend or terminate this Agreement with immediate effect if: (i) the Customer commits a material breach of this Agreement, including failure to provide or maintain the security deposit in USDT in accordance with section 6; (ii) the Customer provides false, misleading, or incomplete information during compliance checks; (iii) the ESTV Token or Project becomes subject to investigation, penalty, or legal restriction that materially affects its admissibility; (iv) the Customer engages in unauthorized disclosure of listing information or misuse of the Company's intellectual property; or (v) any of the Delisting Events described in Section 7.4 occur.

9.4 Effect of Termination

Upon termination: (i) all rights and licenses granted under this Agreement shall immediately cease; (ii) the Company shall have no obligation to refund any portion of the security deposit

in cases of termination for cause; (iii) Sections 4 (Confidentiality), 6.5 (Forfeiture), 7.5 (Effect of Delisting), and 8 (Indemnity and Limitation of Liability) shall survive termination.

10. MISCELLANEOUS

10.1 Severability

If any provision of this Agreement is determined to be invalid or unenforceable, such provision shall be limited to the minimum extent necessary so that the remaining provisions of this Agreement remain in full force and effect.

10.2 Assignment

This Agreement shall not be assigned, transferred, or sublicensed by the Customer without the prior written consent of the Company. The Company may assign or transfer its rights and obligations under this Agreement at its sole discretion, provided that any outstanding security deposit made by the Customer shall be duly returned if such assignment or transfer results in termination of this Agreement.

10.3 Entire Agreement

This Agreement constitutes the complete and exclusive statement of the mutual understanding of the Parties and supersedes all prior written or oral agreements or communications relating to the subject matter hereof. All amendments must be in writing and signed by both Parties.

10.4 Relationship of the Parties

Nothing in this Agreement shall be construed to create a partnership, joint venture, agency, or employment relationship between the Parties. The Customer has no authority to bind the Company in any respect.

10.5 Compliance with Sanctions

The Company shall not be required to perform any obligation under this Agreement if such performance would violate, or expose the Company to punitive measures under, sanctions, trade embargoes, or other restrictive measures imposed by the United Nations, the European Union, the United States, the United Kingdom, Singapore, Canada, Switzerland, or any applicable jurisdiction. In such case, this Agreement shall terminate immediately, and all past, present, or future payment obligations shall cease.

10.6 Amendments

No amendment, modification, or waiver of any provision of this Agreement shall be valid unless made in writing and executed by duly authorized representatives of both Parties.

11. NOTICE

11.1 Form of Notice

All notices, requests, demands, or other communications required or permitted under this Agreement shall be made in writing and shall be deemed duly given when sent by email to the authorized representatives of each Party at the addresses specified below.

11.2 Company Contact

Upbit (Company)
Email: listing_sg@upbit.com

11.3 Customer Contact

ESTV LABS FZCO (Customer)
Email: partnerships@estv.co

11.4 Effectiveness

Notices shall be effective on the date of transmission, provided that the sender does not receive an automatic failure-of-delivery message.

12. THIRD PARTY RIGHTS

12.1 A person who is not a party to this Agreement shall have no rights under the Contracts (Rights of Third Parties) Act 1999 (or any equivalent law in any jurisdiction) to enforce any term of this Agreement.

12.2 This Agreement may be rescinded, amended, or terminated by the Parties without the consent of any third party.

13. GOVERNING LAW

13.1 This Agreement, and any dispute or claim arising out of or in connection with it (including non-contractual disputes or claims), shall be governed by and interpreted in accordance with the laws of England and Wales, without regard to conflict of laws principles.

13.2 The Parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Agreement, including its subject matter and formation.

14. ENTIRE AGREEMENT

14.1 This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior agreements, understandings, and communications, whether written or oral.

14.2 Any amendments or modifications to this Agreement shall only be effective if made in writing and signed by duly authorized representatives of both Parties.

14.3 Each Party acknowledges that it has not relied on any representation, warranty, or statement not expressly set out in this Agreement.

SIGNATURES

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date written below.

On behalf of Upbit (Company):

Name: **Alex Kim**
Title: CEO
Date: 10/01/2026

On behalf of ESTV LABS FZCO (Customer):

_____

Name:
Title:
Date: _____ 2026

EXHIBIT A – STATEMENT OF SERVICES AND SECURITY DEPOSIT

1. Services

1.1 Integrate the ESTV (SPL) token with the Upbit Platform, enabling users to deposit and withdraw tokens.

1.2 Admit the token for trading on the Upbit Platform under the market pairs ESTV/KRW and ESTV/USDT.

1.3 Provide reasonable technical support for token integration and ongoing maintenance, in line with the Company's standard practices.

1.4 Announce the listing of ESTV through the Company's official communication channels, in coordination with the Customer's marketing team.

2. Security Deposit

2.1 As a condition for listing, the Customer shall transfer a refundable security deposit of USDT 1,000,000 in one (1) payment.

2.2 The security deposit shall be transferred to the Company's KYC Team account on the Upbit exchange, to the following designated deposit address:

USDT (ERC-20/BEP20) : 0xfF93f9D8829724fb527D5A6930C42701baF42d5c

2.3 Up to USDT 500,000 of the security deposit (the "Initial Liquidity Allocation") may be made available for initial liquidity provision at launch, including through the Company's zero-fee market making program, to support orderly market conditions for the initial trading pairs (ESTV/KRW and ESTV/USDT). The Customer may elect to increase initial liquidity by providing additional USDT and/or ESTV tokens, subject to the Company's operational requirements and coordination.

2.4 The security deposit shall be held for sixty (60) days from the commencement of trading on the Upbit Platform and shall be refunded in full in one payment promptly following this period, subject to the Customer's compliance with this Agreement.

2.5 The Company may withhold, offset, or decline to refund the security deposit, in whole or in part, if: (a) the Customer materially breaches this Agreement; (b) the Customer discloses listing information prior to official announcement by the Company; (c) the Customer makes unauthorized use of the Company's name, logo, or brand materials; (d) the Token is delisted or trading is suspended due to regulatory restrictions, material compliance issues, or other delisting events under this Agreement; or (e) abnormal market events, fraudulent activity, or conduct attributable to the Customer results in material risk, loss, or remediation cost to the Company during the holding period.

EXHIBIT B – SERVICE LEVEL TERMS

1. Service Availability

1.1 The Company shall use commercially reasonable efforts to ensure that the Upbit Platform remains available for trading of ESTV (SPL) on a continuous basis, subject to scheduled maintenance, blockchain network conditions, or force majeure events as described in Section 5 of this Agreement.

1.2 The Customer acknowledges that service interruptions may occur from time to time due to factors beyond the Company's reasonable control, including but not limited to blockchain congestion, third-party service outages, or technical failures.

2. Technical Support

2.1 The Company shall provide the Customer with reasonable technical support in connection with the listing, including but not limited to: integration of the ESTV smart contract (SPL standard); enabling deposits and withdrawals of ESTV on the Platform; monitoring of token performance during and after launch.

2.2 Technical support will be provided in accordance with the Company's standard practices and business hours. Urgent integration or trading issues will be prioritized.

3. Listing and Trading Window

3.1 Subject to completion of the security deposit transfer and all admissibility, KYC, and compliance checks, the Company shall use commercially reasonable efforts to enable trading of ESTV on the Upbit Platform under the initial market pairs ESTV/KRW and ESTV/USDT within five (5) Business Days of final confirmation.

3.2 The official listing date shall be determined by the Company in consultation with the Customer and will be communicated via the Company's official channels.

4. Downtime and Communication

4.1 The Company will notify the Customer in advance, where reasonably possible, of any downtime, suspension, or maintenance that may affect ESTV trading or token operations on the Upbit Platform.

4.2 The Customer acknowledges that no refunds or credits shall be provided for temporary interruptions, provided that the Company uses reasonable efforts to restore services promptly.

EXHIBIT C – DEFINITIONS

"Agreement" means this Services Agreement and Terms of Business, including all Exhibits attached hereto, as may be amended from time to time in accordance with Section 10.

"Business Day" means any day when banks are generally open for business in South Korea, excluding Saturdays, Sundays, and public holidays.

"Company" means Upbit, a South Korean–based cryptocurrency exchange, based in, Seoul, Republic of Korea. "Customer" means ESTV LABS FZCO, a company registered in Dubai, United Arab Emirates (DMCC Free Zone) with its principal place of business at DMCC Business Centre, Level 12, Uptown Tower, Dubai, United Arab Emirates.

"Effective Date" means the date of execution of this Agreement by the last Party to sign.

"Security Deposit" means the refundable security deposit of USDT 1,000,000 transferred by the Customer to the Company pursuant to Section 6 and Exhibit A, including (i) an Initial Liquidity Allocation of up to USDT 500,000 that may be made available for initial liquidity

provision at launch, and (ii) the remaining portion held as a security buffer during the initial trading period, subject to the refund and withholding terms set out herein.

"Project" means the blockchain project operated by the Customer and associated with the ESTV Token and ecosystem, as described on the official website https://estvlabs.com.

"Services" means the integration of the ESTV Token with the Upbit Platform, enabling deposits, withdrawals, and trading, as further detailed in Exhibit A.

"Token" or "ESTV" means the SPL standard token deployed on the Solana blockchain, used as a utility and transactional token within the ESTV ecosystem.

"Upbit Platform" means the cryptocurrency exchange operated by the Company under the domain www.upbit.com, as well as associated applications available on Android and iOS.

"Website" means the official website of the Customer's Project, located at https://estvlabs.com.