AGREEMENT

AssetPay General Terms and Conditions

Version 2026-10-23 · Between Skinsauna Oy and the Client

01 Parties

Skinsauna Oy (hereinafter **"Skinsauna"**)
Business ID: 3418981-7
Kuuterseläntie 1b
02130 Espoo, Finland

The business customer identified in the onboarding records for its AssetPay account (hereinafter **"Client"**).

Each individually a **"Party"** and together the **"Parties"**.

02 Scope of These Terms

These general terms and conditions (the **"Agreement"**) govern the purchase and sale of Skins between Skinsauna and the Client and the Client's use of Skinsauna's AssetPay application interface (the **"API"**) for those transactions.

03 Definitions

Skin means a transferable virtual item in Counter-Strike 2 and the associated rights permitted by Valve Corporation and Steam. No intellectual property in the game is transferred.

Order means an accepted purchase or sale between Skinsauna and the Client, identifying the Skins, direction of trade, price, delivery destination and applicable timing.

End User means a customer or supplier of the Client who is not a party to that Order.

Delivery means verified technical receipt of the specified Skin at the agreed Steam account.

Settlement means Delivery has occurred and the applicable trade protection or ordinary reversal period has expired without reversal. Settlement does not extinguish claims concerning fraud, lack of title or breach.

Available Balance means the Client's usable monetary credit recorded in the AssetPay trading ledger.

Pending Balance means amounts not yet available, including unconfirmed receipts, unsettled purchases and identified reserves.

A **Business Day** is a day on which banks are generally open in Finland.

04 Business to Business Trading Model

For every Order, Skinsauna and the Client each act in their own name and for their own account as seller or buyer. Neither acts as the other's agent or as an intermediary for End Users. The Client determines and contracts for its own End User sales and purchases, including prices, terms, payments, refunds and customer

support. Skinsauna's consideration is its purchase or sale price and any separately agreed service fee.

At the Client's recorded instruction, Skins bought by the Client may be delivered directly to its End User. The Client remains the buyer from Skinsauna and the separate seller to the End User. Likewise, a Client sale to Skinsauna may be delivered from an End User's account only where the Client has itself acquired the rights necessary to sell and direct Delivery. A delivery instruction alone does not establish such rights.

The Parties shall keep records linking each direct Delivery to the corresponding B2B Order and the Client's separate transaction. The Client shall identify itself as the counterparty in its End User terms and transaction documents. Skinsauna shall not independently agree End User trade terms or collect or pay their consideration under this Agreement.

Skinsauna may source Skins from its inventory or independent suppliers and may arrange direct supplier Delivery where permitted. It remains the Client's seller and responsible for its accepted Order. Supplier contracts, prices and credit limits do not bind the Client. A transaction requiring a different brokerage or direct End User model must be separately agreed before implementation.

05 API Access and Operation

Skinsauna grants the Client a limited, non-exclusive, non-transferable right to integrate and use the API on the approved Client websites for Orders under this Agreement. Skinsauna shall use reasonable care to maintain a secure, functional service, provide integration documentation and transaction status, and notify the Client of planned maintenance and material incidents.

The Client shall protect credentials, authenticate users and delivery instructions, follow documented technical limits and promptly report suspected compromise. Neither Party may misuse the other's systems or introduce harmful code. Skinsauna shall give reasonable advance notice of incompatible API changes, except for urgent security or legal changes. Technical changes shall not alter accepted Orders or agreed prices.

06 Orders and Prices

Each quote shall state the trade direction, item identifiers and material characteristics, price in the account currency, any separate fee, applicable tax treatment, expiry and delivery deadline. A binding Order arises only on Skinsauna's explicit acceptance with an Order identifier; a receipt acknowledgement is not acceptance. Prices may change for new Orders, but an accepted price may not be changed unilaterally. A separate service fee is payable only if expressly agreed before the relevant Order is accepted.

The default model is prepayment. Before accepting a Client purchase, Skinsauna may reserve the required Available Balance. It shall release that reservation if the Order is rejected or cancelled without a payment obligation. No overdraft, deferred purchase payment or guaranteed buyback is provided unless expressly agreed by the Parties in writing. Monthly invoicing does not itself grant credit.

Skinsauna may decline new Orders because of unavailable inventory, limits, technical restrictions or reasonable compliance concerns. Accepted Orders must be performed within the agreed deadline. If the seller misses it, the buyer may cancel the undelivered part and recover the price unless it agrees a replacement or extension. System records are evidence of Orders and performance but may be challenged with contrary evidence.

07 Delivery and Trade Protection

The seller warrants that it has the rights necessary to transfer each Skin, that the Skin matches the accepted Order and that the transfer does not knowingly involve stolen or fraudulently obtained items. Each Party shall take reasonable steps to verify its source and comply with applicable Steam and Valve requirements.

As between the Parties, the rights that the seller is entitled to transfer pass on Delivery, subject to applicable Steam terms and the reversal rules below. For direct Delivery, the Parties shall ensure a lawful chain of acquisition and resale supported by their contracts; no intermediate transfer between Steam accounts is required by this Agreement where a lawful direct Delivery is possible.

The seller bears the risk of non-delivery and defects in its rights or supply chain. The buyer bears market price movements and risks caused by its own account, recipient instructions or conduct after correct Delivery. The Client is responsible for the accuracy of its designated Steam accounts. This does not excuse Skinsauna's deviation from correct instructions.

Delivery may remain subject to trade protection, transfer restrictions or reversal before Settlement. Neither Party shall cause a reversal merely to avoid an accepted price. Claims concerning an incorrect or missing Skin must be notified promptly with the Order identifier. There is no general cancellation or return right for correctly supplied Skins unless expressly agreed; statutory rights and remedies for breach remain unaffected.

08 Trading Balance and Settlement

The account and invoice currency is USD unless the Parties expressly agree another fiat currency in writing. Confirmed prepayments and purchase prices payable by Skinsauna are recorded separately from fees, Client purchases, refunds and reserves. A purchase price owed by Skinsauna becomes available within one Business Day after Settlement, unless early credit is expressly agreed under Section 10.

The ledger records contractual receivables and advance payments between the Parties. It is not offered for payments between Clients or to End Users, third-party remittances or custody of crypto-assets. Accepted payments become the receiving Party's own assets in discharge of, or as advances for, its own trading obligations. The Client has a contractual claim for any repayable balance; no interest, deposit protection or separately safeguarded custody is promised.

On request or termination, Skinsauna shall pay the positive Available Balance to the verified Client within ten (10) Business Days. It may set off due, undisputed amounts and retain only a documented, proportionate reserve for identified unsettled Orders or claims. It shall notify the basis and amount, review the reserve weekly and release it within five (5) Business Days after the risk ends. Unaffected funds shall not be withheld. A legally required freeze may continue for the required period.

09 Cryptocurrency Payments

The Parties may settle their own obligations using approved crypto-assets, including USDT (Tether) where lawfully available and expressly enabled. The payment instructions accepted by the Parties before transfer shall identify the token, network, verified addresses, confirmation requirement, valuation method and charges. No unsupported token or network is accepted. Each Party shall provide legally required originator, beneficiary and source information.

Each payment instruction shall specify the fiat amount, crypto-asset amount, exchange rate or objective

rate source and time, and any quote expiry. Credit arises only after the agreed confirmations and verification of receipt. The rate shall not be changed retrospectively after valid acceptance. A stablecoin is not automatically valued at one unit of fiat currency. The sender bears transmission risk until receipt; subsequent value changes do not alter the fiat debt already discharged.

Payments and repayments shall be made only between verified accounts or wallets of the Parties, including properly identified accounts at their service providers. Skinsauna shall not accept End User deposits or execute End User payouts for the Client. Refunds discharge the fiat amount owed using the agreed valuation method, rather than necessarily returning the original number of tokens. If crypto settlement is unavailable or unlawful, the Parties shall use a lawful alternative, including bank transfer. Only disclosed, agreed external charges may be deducted.

10 Early Credit and Reversed Trades

Early credit is available only if the Parties expressly agree in writing on its percentage, rolling limit, permitted use and availability for payout before it is used. Otherwise, all purchase proceeds remain pending until Settlement. Early credit is an advance of Skinsauna's purchase price for identified Skins. It is not a general lending facility or a guarantee of acceptance of future Orders.

Skinsauna may suspend early credit for new Orders on reasonable notice, or immediately for substantiated fraud, overdue undisputed debt, material breach or legal or platform restrictions. Suspension does not retrospectively change accepted Orders. The account shall distinguish pending amounts, early credit and settled proceeds.

If a Client-supplied Skin is reversed, reclaimed or not delivered as agreed because of a defect in the Client's supply or rights, Skinsauna may cancel the pending credit or reclaim the corresponding price already credited or paid. It shall identify the Order, reason and evidence. The Client shall pay an undisputed shortfall within five (5) Business Days of written demand. A reasoned dispute raised within that five (5) Business Day period suspends overdue treatment of the disputed part while the Parties investigate promptly.

The same principle applies to Skinsauna-supplied Skins: if Delivery fails or is reversed because of Skinsauna's supply or rights, Skinsauna shall restore or repay the corresponding price. Skinsauna may not shift its own supplier's default to the Client merely because the supplier has reclaimed a payment. Each Party shall avoid double recovery and account for returned Skins, recovered proceeds and insurance receipts. Reversal obligations survive termination.

11 Monthly Invoicing and Self Billing

By the tenth (10th) calendar day of the following month, or earlier where legally required, Skinsauna shall deliver a separate sales invoice for its supplies to the Client, a self-billed purchase invoice for the Client's supplies to Skinsauna, and a balance reconciliation. Sales and purchases shall be shown at their full respective values even if payments are netted. Invoicing follows the legally relevant supply or advance payment date; a later Settlement date does not automatically defer tax recognition. These documents shall be sent to the Client's notified invoice email address unless another electronic delivery method is agreed.

Invoices and linked itemisations shall identify the Parties and required tax identifiers, invoice number and date, Order identifiers, supply dates, prices and fees in fiat currency, tax treatment and any corrections. The reconciliation shall show opening and closing balances, prepayments, purchases, sales, fees, payouts, pending credits and reserves. A wallet transaction identifier alone is not a sales invoice.

A balance top-up shall be acknowledged separately within five (5) Business Days of crediting the payment. It is not a second sale in addition to the Skins subsequently supplied. Where a top-up is a taxable advance payment, the required invoice and tax treatment shall be applied and the advance deducted or referenced in the final invoice to avoid double invoicing.

By accepting this Agreement, the Client authorises Skinsauna to issue invoices and correction documents in the Client's name and on its behalf for Client sales under this Agreement. Each self-billed invoice shall be marked "Self-billing" and delivered to the Client for approval. It is approved if the Client confirms it or does not raise a reasoned objection within ten (10) Business Days of receipt, to the extent permitted by the applicable invoicing law.

The Client remains responsible for its invoice and tax accuracy, shall report changes to its tax status and shall not issue a duplicate invoice for the same supply. On objection, the Client shall provide or approve a compliant correction referencing the original invoice; where law requires, it shall issue the correction itself. If self-billing is not permitted or is withdrawn prospectively, the Client shall issue compliant invoices and the Parties shall agree the procedure before further Client sales. Accounting records shall remain available for the statutory retention period.

12 Tax Responsibilities

Prices exclude VAT and similar transaction taxes unless the accepted quote states otherwise. Each Party is responsible for its own tax obligations.

Skinsauna shall issue its sales invoices with the treatment required by applicable law and account for reverse-charge VAT on purchases from foreign Clients where required. The Client shall provide reliable evidence of its business status and relevant establishment and handle taxes on its separate End User transactions. Tax required by law may be charged against a compliant invoice; corrections shall not duplicate tax already paid.

A Party shall reimburse the other for additional tax, interest and reasonable defence costs directly caused by its materially inaccurate tax information or breach of the agreed trading roles, with penalties covered only where legally indemnifiable. This does not transfer a Party's ordinary tax liability or cover loss caused by its own breach. The affected Party shall give prompt notice, mitigate loss and allow reasonable participation in the response without missing statutory deadlines.

13 Representations and Compliance

Each Party represents and warrants that it is duly organized and validly existing under the laws of its jurisdiction, has full power and authority to enter into and perform this Agreement, and has obtained all corporate approvals required to do so. Each person accepting this Agreement on behalf of a Party represents that they are authorised to bind that Party.

AssetPay is available under this Agreement only to verified businesses acting for business purposes. Before trading, the Client shall provide its legal name, registration and tax details, business location, the establishment receiving the supplies, beneficial ownership details, authorised representatives and users, contact and invoice emails, websites and relevant Steam accounts. Skinsauna shall verify the required information and confirm the approved websites and account settings electronically. The Client shall keep its information current. Operational settings do not amend this Agreement unless expressly agreed under Section 19.

Each Party represents and warrants, on each transfer of funds or crypto-assets under this Agreement, that they have been lawfully obtained, are not proceeds of crime, and that the transferring Party is entitled to transfer them for its own obligations. They shall be free from any lien, security interest or third-party claim that could impair the recipient's right to receive and use them. Neither Party shall use transactions under this Agreement for money laundering, terrorist financing or sanctions evasion.

Each Party further represents and warrants, when entering into this Agreement and on each Order and payment, that no applicable sanctions or asset-freezing measure prohibits its participation in the relevant transactions, including by reason of its ownership or control. Each Party shall promptly notify the other if a representation in this Section becomes inaccurate, to the extent legally permitted.

Each Party shall comply with laws applicable to its business, including applicable anti-money laundering, counter-terrorist financing and sanctions requirements, and with applicable Steam rules, and maintain required permissions. Each Party remains responsible for any customer due diligence, monitoring and reporting duties applicable to it. The Client is responsible for the legality of its End User business. Either Party may request proportionate evidence of identity, authority, beneficial ownership, source of funds, transaction origin or rights to Skins; the other shall provide it without undue delay to the extent lawfully disclosable. Skinsauna may pause affected Orders or payments on reasonable grounds while necessary checks are completed, subject to the reserve and release rules in Section 8. Nothing requires a prohibited payment or disclosure. No description in this Agreement creates a regulatory exemption.

14 Intellectual Property and Personal Data

Each Party and its licensors retain their intellectual property. API access grants only the use rights in Section 5. Neither Party may use the other's branding publicly without consent or copy or reverse engineer protected software except as permitted by mandatory law.

Each Party shall lawfully process only personal data necessary for its role, provide required privacy information and maintain appropriate security. Before exchanging End User data, the Parties shall document their actual controller and processor roles and execute any required processing or joint-controller agreement. International transfers require a lawful mechanism and necessary safeguards. Security incidents affecting shared data shall be reported promptly. These terms do not replace a required data processing agreement.

15 Confidentiality

Each Party shall protect non-public business and technical information, including quotes and API credentials, and use it only for this relationship or internal business assessment. Disclosure is permitted to personnel and advisers bound by confidentiality or as legally required. Independent development, lawful prior possession and information public without breach are excluded. No confidential supplier terms may be disclosed to solicit competing offers. These obligations continue for three (3) years after termination.

16 Liability and Third-Party Claims

Neither Party is liable for indirect or consequential loss, including lost profit. Each Party's aggregate liability for damages is limited to the greater of EUR 20,000 and ten (10) per cent of the total prices of Orders settled between the Parties during the twelve (12) months before the event giving rise to liability.

Those limitations do not reduce the obligation to pay a price, return a balance, reverse an incorrect credit or

repay an advance, or liability for fraud, wilful misconduct, gross negligence or matters that cannot lawfully be limited. Each Party shall indemnify the other against documented third-party claims caused by its lack of rights to supplied Skins or unlawful conduct; those indemnities are also outside the limitations. The recipient shall give prompt notice, cooperate and mitigate loss; no settlement binding it may be made without its reasonable consent.

17 Force Majeure

A Party is excused from affected performance while an event beyond its reasonable control prevents it despite reasonable precautions and mitigation. It shall notify the other and resume promptly. Platform changes, outages or account restrictions may qualify; an event caused by the Party's breach does not. This clause does not excuse accrued payment or refund obligations or alter the reversal rules. After thirty (30) consecutive days, either Party may terminate the affected services and cancel undelivered Orders with the corresponding price refunded.

18 Term and Termination

The Agreement continues indefinitely. Either Party may terminate on fourteen (14) days' written notice, or immediately for a material breach not remedied within seven (7) days of notice or which cannot be remedied. Skinsauna may suspend affected services immediately for substantiated security, fraud or legal risks and shall notify the reason to the extent legally permitted and restore service when the grounds cease.

Termination stops new Orders. Existing Orders shall be performed or lawfully cancelled, pending trades reconciled and balances paid under Section 8. The Client shall cease API use, but Skinsauna shall provide the statements and exports reasonably needed to close the account. Accrued obligations, reversals, invoice corrections, confidentiality, applicable data obligations and dispute resolution survive.

19 General Terms and Dispute Resolution

The Agreement consists of these terms, accepted Orders and any variations agreed under this Section. The Client accepts these terms electronically or by using AssetPay after they have been made available for review and download. The Agreement takes effect when the Client has accepted these terms and Skinsauna has confirmed activation. Skinsauna shall retain the accepted version, identity, authority and acceptance timestamp and supply a copy to the Client. Providing an API key alone does not establish acceptance of this Agreement.

Where this Agreement requires written agreement, email or another electronic record retained and accessible to both Parties is sufficient. Customer-specific variations must be expressly accepted by both Parties and identify any provision they override. An Order governs its item, price and timing details; these terms otherwise prevail over inconsistent standard purchase terms. Revised general terms require express acceptance for future Orders. Notices shall be sent to the contact email addresses notified by the Parties to each other during onboarding or subsequently and take effect on receipt. Each Party shall notify changes of contact details.

Neither Party may assign this Agreement without the other's written consent. Using subcontractors does not release the appointing Party from its obligations. Invalid provisions shall be replaced with lawful provisions reflecting their purpose; the remainder stays effective.

The Agreement is governed by Finnish law. The Parties shall first seek a negotiated solution. Any dispute,

controversy or claim arising out of or relating to this contract, or the breach, termination or validity thereof, shall be finally settled by arbitration in accordance with the Rules for Expedited Arbitration of the Finland Chamber of Commerce. The seat shall be Helsinki, Finland, and the language shall be English.

20 Acceptance of Terms

By accepting these terms, the Client confirms that it acts in its own name and for its own account, has received these terms and authorises the self-billing and invoice approval procedure in Section 11. The accepting person confirms authority to bind the Client. Acceptance shall be recorded as provided in Section 19.