

SPECIFIC TERMS AND CONDITIONS OF THE CONVERSION SERVICE

Date last updated: [✱]

This Specific Terms and Conditions of the Conversion Services (hereinafter, the "**Conversion Terms**" or "**Terms and Conditions**") describe the specific rules that, together with the General Conditions of Use of YouHodler, are applicable to the Conversion Services offered by YouHodler Italy, S.r.l., and it is legally binding between:

- A. The User (hereinafter referred to as the "**User**" or "**Client**", indistinctly); and
- B. **YouHodler Italy, S.r.l.**, a company duly registered under the laws of Italy, with registered office at Via del Lauro n. 9, Milano, Italy, registered in the company register of Milan Monza Brianza Lodi under the number 12481390966, and holder of the tax identification number 12481390966, and registered as Virtualasset Service Provider with the Organismo Agenti e Mediatori ("**OAM**"), under number PSV58 (hereinafter referred to as "**YouHodler**", "**Company**", or "**YHIT**", indistinctly).

The Client and the Company shall be referred to jointly and interchangeably as the "**Parties**" and, individually, as the "**Party**".

Please read this Terms and Conditions carefully and in its entirety. The Client may not use Cryptoasset(s) if there are applicable legal restrictions in their country of residence. The Client may be restricted by their jurisdictions of residence from participating in the Conversion of Cryptoassets or any other related Cryptoasset service provided by the Company, based on these Terms and Conditions.

The Client has full responsibility when entering into these Terms and Conditions and shall be considered liable in the event where they provide the Company with any misleading information when requested with respect to the legal framework applicable in their country of residence. The Company bears no responsibility whatsoever in the event of unlawful transaction with the Client.

1. DEFINITIONS

For the purpose of this Terms and Conditions, and unless expressly indicated otherwise, capitalised terms used herein have the respective meanings ascribed specifically to them or, failing that, the one indicated below. Words in the singular form include the plural form, and vice versa.

Application	Means the application for mobile devices, which is available on Android and iOS Apple, and through which the Platform can be accessed.
Business Relationship	means a business, professional or commercial relationship connected with the professional activities of the Company and which was expected, at the time when the Agreement was established, to have an element of duration. The Business Relationship primarily covers (1) the Client and, if there is no Client, the person acting on behalf of the Client by law or contract; (2) where applicable, the Client's beneficial owner(s).
Conversion Service	means the service offered by the Company consisting of the execution of spot transactions for selling and buying of Cryptoassets by using Fiat, and for converting Cryptoassets into other Cryptoassets, under the any of the following models defined by MiCA:

- “Exchange of Cryptoassets for funds by using proprietary capital” (Article 3.1.(19) MiCA);
- “Execution of orders for Cryptoassets on behalf of the Client” (Article 3.1.(21) MiCA).

Conversion Transaction(s)

means any operation carried out through the Platform whereby one type of Cryptoasset or Fiat Currency is exchanged for another Cryptoasset, based on the prevailing rates available at the time of execution.

Custody Account

means the digital storage solution, consisting of a digital address on the blockchain (wallet), whether hot or cold storage solutions, provided by the Company to the Client for the safekeeping and safeguarding of the Client's Cryptoassets, whereby the Company holds and protects the assets on behalf of the Client in accordance with MiCA. The Cryptoassets remain the Client's property and are segregated from the Company's own holdings, as well as of the other Clients.

Cryptoasset(s)

refers to those Cryptoassets supported and made available at the Platform for use in connection with the Custody Service offered by the Company. The Company only supports Cryptoassets which fall under the definition of tokens other than Asset-reference Tokens (ARTs) and Electronic Money Tokens (EMTs) as defined under MiCA, as well as EMTs whose issuer has been duly authorised as Electronic Money Institutions (EMIs) in accordance with Article 48 of MiCA, and operate under Directive 2009/110/EC¹, as transposed into national legislation by the competent Member State;

Funds or Fiat Currency

means an official currency of a country that is issued by a central bank or other monetary authority.

Liquidity Provider

refers to the major exchange venues connected or somehow integrated in the Platform via API, whereby Cryptoassets pricing is set and Orders may be executed, depending on the model of conversion applied by the Company.

MiCA:

It refers to the Regulation 2023/1114 of the European Parliament and of the Council of 31 May 2023 on markets in Cryptoassets, and amending Regulations (EU) N° 1093/2010 and (EU) No 1095/2010 and Directives 2013/36/EU and (EU) 2019/1937.

Platform

refers to the platform available at: <https://app.youhodler.com/sign-in>, which can be accessible through the website <https://www.youhodler.eu> or through the mobile app available in Appstore or Playstore, whereby the Company offers the Services.

Slippage

refers to the variance between the exchange rate shown to the Client at the moment of initiating a conversion transaction and the price at which the conversion is ultimately executed. This may occur due to the price fluctuations in market conditions during the time between the Client's confirmation and the actual settlement of the conversion.

¹ Directive 2009/110/EC of the European Parliament and of the Council of 16 September 2009 on the taking up, pursuit and prudential supervision of the business of electronic money institutions amending Directives 2005/60/EC and 2006/48/EC and repealing Directive 2000/46/EC (Text with EEA relevance).

Wallet	refers to a digital wallet or blockchain address on the blockchain, created and controlled by the Company to receive, store, manage and send Client's Cryptoassets.
Website	refers to the official online platform operated and maintained by the Company, currently accessible at www.youhodler.eu through which Clients may access information, manage their accounts, and use the Company's services.

2. GENERAL TERMS

- 2.1. These terms should be read carefully by each Client and any prospective Client prior entering into a Business Relationship. Each Client must understand, irrevocably accept, and comply with these terms at all times. If you do not agree with or understand these Conversion Conditions, you must refrain from accepting and, consequently, being bound by the Conversion Service Terms and Conditions, as well as from accessing, using and benefiting, where applicable, from the Conversion Services provided by YouHodler.
- 2.2. These Terms and Conditions must be read and interpreted together with YouHodler's General Terms of Use and [Privacy Notice](#), all of which are available on the YouHodler Website (www.youhodler.eu). In the event of any conflict between them and these Terms, these Terms shall prevail.
- 2.2 These Specific Conditions constitute a valid and binding contract between the User and the Company, from the moment the User gives his/her consent, by clicking on the corresponding "*I have read and understood the content of this document*" box.
- 2.3 By giving consent to these Terms and Conditions, the Client confirms that they have read and understood the Conversion Terms correctly and undertakes to respect and comply with each and every of the clauses and articles that make up these Conversion Terms, as well as to comply with all the legal provisions that are applicable to the use of the Services on or through the Platform.
- 2.4. The Client is expressly informed that, if they wish, they may request an electronic copy of these Terms and Conditions, via the following email support@youhodler.com. It is also noticed that the Company will file and keep an electronic document recording the contracting of the Conversion Service by the Client.
- 2.5. The Company reserves the right to modify the Terms and Conditions of the Conversion Services at any time. However, the Company will inform the User of these changes at least **fifteen (15) calendar days** in advance, through the email address provided by the Client to the Company, during the registration process on the Platform. After this period, the changes or modifications introduced will enter into force definitively. If the User will continue to use the Services, it will be understood that they accept the new version of the General Terms and Conditions of Use. The User may access the most recent Specific Conditions at any time and, in the event that they have been modified.
- 2.6 The Company may require the User to accept the new version of the Specific Conditions. The User's continued use of the Platform and the Services after any of these modifications or after they have been explicitly accepted, after having logged in to the Platform, will be considered as giving consent and acceptance to the content of the modifications implemented in the Specific Conditions of the Conversion Services. **If you do not agree to any modification of these Specific Terms, you must immediately stop using the Platform or the Conversion Services.**
- 2.7 The Client understands that the use of the Conversion Service may be subject to declaration and or taxation with local tax authorities, depending on the jurisdiction of Client's residency and/or other personal circumstances of the Client. The Company does not provide investment, legal or tax advice. The Client is responsible for compliance with any tax laws, regulations which affect the activity which the Client may carry out through the Platform. The Company does not provide investment, legal or tax advice, nor is responsible for the verification of the Clients'

taxation/fiscal integrity, nor payment thereof. Should the Client be unaware of their tax obligations, if need be, they should seek the advice of a lawyer or tax expert.

- 2.8 The Company shall solely provide the Client with a statement of the Conversion activity carried out during a specific period of time at request of the Client.

3. CLIENT'S REPRESENTATIONS AND WARRANTIES AND COMPLIANCE OBLIGATIONS

As of the date of this Agreement and for its entire duration, the Client represents and warrants the following:

3.1. Ownership and Lawful Acquisition of Cryptoassets:

The Client is the sole legal and, if applicable, beneficial owner of all Funds and Cryptoassets that are or will be used for the Conversion Service offered by the Company. The Client further represents that such Cryptoassets have been lawfully acquired and are not stemming from, nor will be used for, any activity involving money laundering, the financing of terrorism, or any other illicit or criminal conduct.

The Company reserves the right to unilaterally declare null and void any transaction at any time, including after the purchase of the Cryptoassets by the Company, when there are reasonable doubts about the legitimate ownership of the Client of the Cryptoassets or the legitimate origin of the funds used for the Sale. The Client acknowledges and accepts that, in such cases, the Client will be obliged to return any amount received from the sale of the Cryptoassets to the Company immediately or, at the latest, within the day following receipt of the notification of such decision, and must also pay the amount of the actual damages that may have been caused to the Company. Client acknowledges and agrees that it shall also pay any reasonable expenses arising from the cancellation of the transaction.

3.2. Proof of Ownership and Credentials:

The Client represents and warrants that they have lawfully purchased and/or acquired the Funds and Cryptoassets, and that they possess all necessary evidence, credentials, and supporting documentation to demonstrate both ownership and the lawful source of origin. The Client agrees to promptly provide such evidence or documentation to the Company upon request.

3.3. Accuracy and Maintenance of Information:

The Client represents and warrants that all documentation and information provided, or that will be provided during the course of any Know Your Client ("KYC") or Due Diligence ("DD") procedures, is complete, correct, truthful, and accurate. The Client undertakes to keep such information up to date at all times during the term of this Agreement and to take any actions reasonably required by the Company to maintain its accuracy and completeness.

3.4. Compliance with KYC and Due Diligence Procedures:

The Client agrees to comply fully with all KYC and DD procedures implemented by the Company, both as a precondition to entering into a Business Relationship and on an ongoing basis thereafter. This includes cooperation with any additional verification or risk assessment requests made by the Company, including but not limited to those related to the Client's identity, financial profile, or individual Conversion Transactions.

The Client represents and warrants the documentation and information provided during the course of the KYC and DD processes is complete, correct, truthful and accurate, and that they undertake to maintain it during the term of this Agreement, carrying out whatever actions are necessary for this purpose.

3.5. Right to Reject, Suspend or Terminate:

The Client acknowledges and accepts that, in accordance with applicable laws and the

Company's internal compliance policies, the Company shall have the right to temporarily suspend or reject any Conversion transaction in the event the Client refuses, delays, or fails to complete required KYC or DD procedures. If such refusal or failure persists beyond the deadline set by the Company, the Company may, at its sole discretion and without liability, terminate this Agreement and cease providing any related services. The Client shall be informed in writing of any such action.

3.6. Suspicion of unlawful origin of the Cryptoasset:

The Company reserves the right to declare void, suspend, or reject any Conversion Transaction if it has reasonable grounds to suspect, based on applicable laws or its internal compliance framework, that the Client does not lawfully own the Cryptoassets involved or that the origin of such assets may be illicit. Such decisions shall be made in good faith and in accordance with applicable law and the Company's policies.

3.7. Precontractual Information:

The Client confirms that, prior to entering into this Agreement, they have carefully read, and understood both the Order Execution Policy and the Pricing Policy as made available on the Company's Website.

4. CONVERSION SERVICE: EXCHANGE OF CRYPTOASSETS FOR FUNDS MODEL

- 4.1. Where the Client submits an order to purchase or sell E-Money Tokens ("**EMTs**") supported by the Company (e.g. USDC, EURC), the transaction shall be executed under the principal-based model, in accordance with Article 3(1)(19) of MiCA. In this model, the Company acts as the counterparty to the Client, either as buyer or seller, depending on the direction of the order. The Conversion Transaction is settled between the Company's bank or Wallet account and the bank account or Custody Account of the Client, including the omnibus account solution.
- 4.2. This principal-based model is exclusively applied to Conversion Transactions involving Fiat-to-EMT or EMT-to-Fiat exchanges. It does not apply to Conversions Transactions whereby Client sells, or buys other Cryptoassets or exchange Cryptoassets for other Cryptoassets nor between EMTs themselves, which shall be subject to the conversion model of "execution of orders for cryptoassets", as defined under Article 3.1.21 MiCA.
- 4.3. When executing Conversion Transactions under this model, the Company uses real-time exchange rates sourced via API from integrated third-party Liquidity Providers. Rates are displayed dynamically to the Client before order confirmation. Once confirmed, execution is automated, with no manual intervention, and final settlement is performed using the Client's balance in the Platform. By accepting these Conversion Terms, the Client expressly accepts and acknowledges the pricing principles and conditions as established by the Company in the Pricing Policy attached hereto as Annex I.
- 4.4. To reduce the risk of slippage due to market volatility, each indicative rate shown to the Client is subject to a limited confirmation window (typically a few seconds). If the Client does not confirm within this timeframe, the quoted exchange rate expires automatically and may be replaced with an updated rate. The Company assumes no liability for price movements if the confirmation window lapses.

5. CONVERSION SERVICE: EXECUTION OF ORDERS ON BEHALF OF CLIENTS

- 5.1. Where the Client exchanges Cryptoassets other than EMTs for funds or exchanges Cryptoassets for other Cryptoassets, including exchange between or for EMTs, the Company will provide the Conversion Service under the model of "execution of order for cryptoassets on behalf of the clients", as defined under Article 3.1.(21) MiCA.
- 5.2. Under this model, the Company operates on an "execution-only" basis, meaning it does not provide investment advice or discretionary management but merely executes the Client's instructions as received. The Client defines the specific parameters of the Conversion

Transaction, such as the asset pair, transaction amount, and whether to buy, sell, or convert, and the Company undertakes to execute the corresponding order strictly according to those instructions.

- 5.3. Execution is performed through third-party Liquidity Providers (e.g., Binance, Kraken) integrated into the Platform via API. In this capacity, the Company acts purely as an intermediary, not as a counterparty, and commits to taking all reasonable steps to achieve the best possible result for the Client. In doing so, the Company considers factors such as price, cost, execution speed, settlement likelihood, order size, custody arrangements, and other relevant execution parameters. The Client expressly accepts and agrees with the principles of best execution set forth by the Order Execution Policy as available in the Website.
- 5.4 The Company has embedded in its Platform a predefined execution routing logic, which prioritizes access to selected exchange venues and Liquidity Providers. The priority order is based primarily on achieving the best possible outcome for the Client. While price and cost are typically dominant factors, the Company may, where appropriate, prioritize other execution factors, such as depth of liquidity or reliability of execution, when this results in a better overall outcome for the Client.
- 5.5 The Client expressly agrees to the principles of best execution set out in the Company's Order Execution Policy, which is made available on the Website. By accepting these Terms, the Client acknowledges that the Company may adjust the priority of Liquidity Providers at its discretion to improve execution performance and shall not be held liable if the Client believes that an alternative execution venue might have offered a better result in hindsight.

6. EXECUTION OF CONVERSION TRANSACTIONS

6.1. Regardless of the underlying execution model, all Conversion Transactions initiated by the Client on the Platform follow a consistent operational process from the Users perspective. Upon submission of a conversion request, the Company undertakes to execute the Client's order based strictly on the parameters defined by the Client, such as the asset pair, transaction amount, and direction (buy, sell, or convert), as displayed on the Platform interface.

6.2. Irrespective of the execution model, the Client experience remains unified: (i) The Client is presented with the same order confirmation interface, including the exchange rate, conversion amount, applicable fees, and the expected amount to be received; (ii) The Company executes the order automatically and without manual intervention, using its internal systems or integrated external platforms; (iii) Upon execution, the output of the transaction is credited to the Client's Custody Account, in the case of Cryptoassets or in the Client's Fiat Account on the Platform (e.g. bank account in the relevant credit or EMI institution).

6.3. By confirming the Conversion Transaction through the Platform, the Client expressly authorises the Company to: (i) use the Cryptoassets and Fiat Currency selected by the Client for the Conversion Transaction to be executed, solely for the purpose of executing the submitted conversion order; (ii) execute the transaction under the applicable model, as explained in section 4 and 5 above; (iii) upon execution, deduct from the amount converted the applicable fees; and (iv) deliver the resulting assets to the appropriate account.

6.3. The Client acknowledges and accepts that: (i) Conversion Transactions are final and binding once confirmed through the Platform; (ii) Execution and settlement may be subject to technical latency, but the Company shall process the transaction without undue delay; and (iii) Cancellation is only possible prior to confirmation and within the active price window. After confirmation, the transaction becomes irrevocable. The Company does not permit post-execution cancellations or modifications. The Client acknowledges that due to the nature of blockchain networks and exchange integrations, the Company cannot reverse or amend executed conversions. As such, the Client bears full responsibility for ensuring the accuracy of the parameters introduced for the execution of the Conversion Transaction.

6.4 The Company processes conversion orders without undue delay, but the Client acknowledges that execution and settlement may be subject to minor technical latency or external dependencies, including network congestion, third-party processing delays, or system

maintenance. The Company shall not be liable for such delays unless caused by its own gross negligence or willful misconduct.

6.5 The User may only use the Conversion Services in respect of Cryptoassets that are explicitly supported and listed as compatible on the Platform. The Company does not guarantee that any specific Cryptoasset will be, or remain, available or compatible for use through the Platform's Conversion Services. Users must ensure, prior to initiating a transfer, that the intended Cryptoasset is supported by the Platform.

6.6 The Company reserves the right, at its sole discretion and without prior justification, to interrupt, suspend, or permanently discontinue the acceptance or admission of any Cryptoasset on the Platform. In the event of such a discontinuation, the Company will take commercially reasonable steps to notify Users in advance, including email communication, where applicable. Users will, where possible, be granted a grace period to transfer the affected Cryptoasset(s) to an External Wallet of their choice.

6.7 If, after the expiration of the grace period, the User has not withdrawn the affected Cryptoassets, the Company may attempt to transfer those assets to an External Wallet held by a third party for safekeeping. If such transfer is not possible (e.g., due to network constraints, loss of protocol access, or incompatibility), the assets may become permanently inaccessible. In such cases, the Company shall bear no liability, and the User shall forfeit any future claim to those assets. If recovery is technically possible, the Company may allow the User to retrieve the assets upon completion of appropriate identity verification procedures and compliance checks.

6.8 The Company reserves the right to investigate the origin of any Cryptoasset held in a User's Account and determine, at its discretion and in line with applicable law, how to manage, restrict, or dispose of such assets where there are legal, compliance, or technical concerns.

7. EXECUTION OF CONVERSION TRANSACTION BY USING FIAT

7.1. The Company enables Clients to execute Conversion Transactions using Fiat Currency through two main payment methods: (i) bank transfer; and (ii) credit or debit card. These methods are supported through partnerships with regulated payment service providers and financial institutions.

7.2 **Bank Transfers:** Clients may fund their Conversion Transactions via bank transfer using either the SEPA (Single Euro Payment Area) system or SWIFT (Society for Worldwide Interbank Financial Telecommunication). In doing so, the Client transfers Fiat Currency from a personal bank account held in their name to an account assigned by the Company through an authorized credit institution or electronic money institution ("**EMI**"). Depending on the type of institution, the Company may facilitate Fiat funding through different account structures:

- In the case of credit institutions (banks), Client funds may be held either in: (i) A fully segregated account opened directly in the Client's name, where supported; or (ii) A pooled or omnibus account held in the name of the Company, where Clients' funds are individually identified through internal tagging mechanisms (e.g., unique transaction references or internal Client IDs), ensuring segregation and traceability within the shared account.
- In the case of EMIs, each Client is assigned a dedicated IBAN (International Bank Number Account) that is linked to a master account held in the name of the Company. This structure enables the individual tracking of incoming and outgoing transactions while ensuring that each Client's funds are clearly identifiable and segregated from others.

7.3. These accounts are used solely for the purpose of enabling Conversion Transactions and are not intended for long-term custody of Fiat Currency. Clients acknowledge that the Company does not hold these funds directly and acts only as facilitator for executing Conversion operations. The Company may suspend, reject, or reverse a bank transfer transaction in, among other, the following situations: (i) Additional verification is required; (ii) Inconsistencies or compliance issues are identified (e.g., sender does not match the registered Client); or (iii) The funds originate from high-risk jurisdictions or blacklisted sources. Transfers will only be accepted

from countries not classified as tax havens and must comply with applicable AML/CTF regulations and from accounts owned by the Client.

The Client must provide all the information required by the credit institutions participating in the transaction, in accordance with the regulations in force at any given time. The Client shall be solely responsible for ensuring that the information provided is complete and truthful, expressly and without exception exonerating the Company and the other credit institutions involved in the transaction from any damages that may be caused as a result of the information provided being incomplete or false.

- 7.4. **Credit or Debit Card Payments**: The Company also supports Fiat payments via credit or debit card, processed through a duly authorized payment institution. Clients must accept the terms and conditions of the card payment provider before using this method. The Company reserves the right to limit card transactions or request further documentation where required by law or internal risk protocols.
- 7.5. **Client Authorizations and Responsibilities**: By initiating a Conversion Transaction using Fiat Currency, the Client: (i) Authorizes the Company to debit the necessary amount from their Fiat balance held with the relevant payment institution; (ii) Accepts that any fees charged by the payment service provider may be deducted directly from their User Account; (iii) Confirms that they are the lawful holder of the bank account or payment card used. The Client remains responsible for ensuring sufficient balance and correct payment details. Any failure to do so may result in transaction delays or rejection.
- 7.6. **Final Settlement and Delivery**: Once the Conversion Transaction is successfully executed: (i) If Cryptoassets are purchased, they will be credited to the Client's Custody Account on the Platform; (ii) If Fiat Currency is received, it will be credited to the Client's designated Fiat Account or made available for withdrawal, in line with applicable withdrawal procedures. All such transactions will be recorded in the Client's Transaction History, including details of the amount converted, exchange rate applied, and any associated fees.

8. Fees, Pricing, and Exchange Rate Disclosure

- 8.1. The Company provides the User, via the Platform, with real-time access to indicative market prices and exchange rates for supported Cryptoassets ("**Exchange Rates**"). These rates are sourced in real time from the Liquidity Providers, regardless of the execution model applicable to the specific Conversion Transaction.
- 8.2. Prior to confirming any Conversion Transaction, the User will be presented with a detailed order summary on the Platform interface. This includes: (i) The applicable exchange rate for the transaction; (ii) A breakdown of fees, including the Company's service fee and any third-party or network-related charges, where applicable; (iii) The total amount to be converted and the expected outcome after fees; and (iv) A time-limited price confirmation window to mitigate the impact of market volatility or Slippage.
- 8.3. The User acknowledges and agrees that all displayed rates are indicative until the moment of final confirmation and may differ from rates offered by third-party platforms. These displayed rates are not guaranteed and may fluctuate due to rapid changes in market conditions.
- 8.4. Upon execution of the Conversion Transaction, the Company will deduct all applicable fees directly from the amount being converted. The net amount, after deduction of all conversion and execution-related fees, will be credited to the Client's Wallet or Fiat Account, depending on the nature of the transaction.
- 8.5. The final conversion details, including the effective exchange rate, amount converted, and applied fees, will be recorded in the Client's Transaction History section on the Platform for transparency and recordkeeping.
- 8.6. The Client acknowledges the risk of "Slippage", a deviation between the estimated and actual execution price, especially in volatile or low-liquidity markets. While the Company uses

automated systems and best execution principles to minimize this risk, Slippage may still occur and is considered an inherent feature of cryptoasset trading. The Company shall not be liable for such differences, provided the execution was carried out in accordance with the confirmed parameters and pricing window.

- 8.7. For more information on applicable fees, Users are advised to consult the [YouHodler Fees and Limits Policy](#), which is hereby incorporated by reference.

9. RISK DISCLOSURE

- 9.1. **General Risks of Conversion Transactions:** By engaging in Conversion Transactions through the Platform, the Client acknowledges and accepts the inherent risks associated with the trading, exchange, and holding of Cryptoassets. These risks apply regardless of whether the transaction is executed against the Company's proprietary capital (principal-based model) or through third-party liquidity providers (execution-on-behalf model).
- 9.2. **Market Volatility and Slippage:** Cryptoasset prices can be highly volatile. Sudden changes in market conditions may result in significant variations between the indicative rate shown at the time of order placement and the actual rate applied at execution ("**Slippage**"). The Company applies technical controls to mitigate this risk, but cannot eliminate it entirely. The Client accepts that the final execution rate may differ from the initially displayed rate and that such differences do not constitute grounds for cancellation or refund.
- 9.3. **Execution Risk:** Conversion Transactions may be delayed, suspended, or fail due to factors outside the Company's control, including but not limited to: (i) Network congestion or failures in the underlying blockchain infrastructure; (ii) Technical issues affecting third-party Liquidity Providers or payment service providers partners; (iii) Unforeseen maintenance, system outages, or cybersecurity events. While the Company strives to ensure timely execution, it cannot guarantee continuous availability or error-free operation of the Conversion Service.
- 9.4. **Liquidity Risk:** Certain Cryptoassets may have limited market liquidity, which can impact the ability to execute conversions at expected rates or within reasonable timeframes. This may be particularly relevant during periods of high volatility or low trading volumes. The Client accepts the risk that an order may be executed at less favorable conditions or, in rare cases, not executed at all.
- 9.5. **No Advice Provided:** The Company does not provide investment, legal, tax, or financial advice, when providing the Conversion Service on an "execution-only" basis. Any decisions made by the Client to convert assets are solely at their own discretion and risk. Clients are strongly encouraged to consult independent financial advisors before making conversion or investment decisions.

10. WITHDRAWALS

- 10.1. The Client may withdraw their available Cryptoassets and/or Fiat Currency held within the Platform, provided sufficient funds remain to cover any pending orders and applicable fees. Withdrawals shall be processed according to the procedures outlined below.
- 10.2. **Withdrawal of Cryptoassets**: Withdrawals of Cryptoassets from the Client's Custody Account to an External Wallet are deemed to constitute a Direct Wallet-to-Wallet Transfer Service, as defined under Article 3.1.(26) MiCA. This service is governed by the terms set out in the Direct Wallet-to-Wallet Transfer Agreement, which forms part of the Client's contractual relationship with the Company, from the moment the Client uses the Service and electronically signs the relevant Agreement. A user-friendly summary of the main features, technical execution process, and applicable obligations of each party is also available on the Company's website at the section dedicated to transfer services. The Client acknowledges and accepts that withdrawal execution, timing, and liability are subject to the terms of that agreement. Applicable fees shall be displayed through the Platform interface at the time the withdrawal request is submitted.
- 10.3. **Withdrawal of Fiat Currency**: Fiat withdrawals from the Client's Fiat Account on the Platform may only be made to an external bank account held in the Client's name. Transfers to third-party accounts are strictly prohibited and will not be processed. Before a withdrawal is executed, the Client must provide accurate and complete bank account details, which may be subject to verification by the Company. The Company may charge a withdrawal fee for Fiat transfers, typically applied on a variable basis depending on the transferred amount. All applicable fees will be displayed to the Client through the Platform prior to the confirmation of the withdrawal order.

11.- BUY ORDER FOR "CRYPTO BUNDLE"

- 11.1. The Crypto Bundle Buy Order is a feature within the Conversion Service, made available by the Company through the User's Account under the "Bundle" section, which allows the User to convert a given amount of Cryptoassets or Fiat Currency into multiple Cryptoassets in a single transaction. This feature is designed to simplify diversified purchases by executing multiple conversion transactions under one aggregated order.
- 11.2. A *Bundle* consists of a predefined set of Cryptoassets determined by the Company. When placing a Buy Order for a Bundle, the User selects an input amount in Cryptoassets or Fiat Currency (the "**Entry Amount**"), which will be proportionally allocated by the Company to purchase each of the Cryptoassets within the Bundle (the "**Purchase Amount**"). Upon confirmation, the User authorizes the Company to execute the corresponding Conversion Transactions in accordance with the specified allocation. The resulting amounts of each Cryptoasset will be credited individually to the User's Custody Account and recorded in the User's Account with full transparency.
- 11.3. The User acknowledges and agrees to the following: (i) Bundles are non-customizable: the composition of Cryptoassets within each Bundle is predefined by the Company and cannot be altered by the User; (ii) The minimum Entry Amount required to place a Bundle Buy Order is displayed in the Platform and is designed to cover blockchain gas fees and execution costs; (iv) Each Bundle order results in direct ownership by the User of each individual Cryptoassets within the Bundle, rather than ownership of a pooled or collective instrument.
- 11.4. For clarity, Bundles are not exchange-traded funds (ETFs) or investment funds. They do not confer rights of co-ownership, shares, or participation in a collective investment scheme. Each Cryptoasset within a Bundle is individually purchased and balanced and held in the User's name in the relevant Custody Account.
- 11.5. The execution of a Crypto Bundle Buy Order is subject to this Terms and Conditions.

12. COMPANY LIABILITY

- 12.1. The Company shall be liable to the Client for any loss of funds or Cryptoassets only where such loss is directly and demonstrably caused by an incident attributable to the Company or to a third-party service provider to whom the Company has outsourced, in whole or in part, the execution of the Conversion Service. For the purposes of this clause, a *Loss Event* refers to an unintended and irreversible loss of funds or Cryptoassets that occurs during the execution or settlement of a Conversion Transaction, and that results from a failure or malfunction within the systems of the Company or its designated service providers. A Loss Event shall not include any loss arising from circumstances beyond the Company's reasonable control, including, but not limited to, market volatility, blockchain network delays, force majeure events, or the Client's own error or misconduct. Likewise, a Loss Event shall not be considered attributable to the Company where it can demonstrate that the Conversion Transaction was executed in accordance with the Client's instructions and that no fault occurred within the Company's infrastructure or that of its duly engaged service providers.
- 12.2. The Company shall not be liable for any loss or failed Conversion arising from: (i) Incorrect, incomplete, or outdated information provided by the Client; (ii) Insufficient balances in the Client's Fiat or Cryptoasset accounts at the time of the Conversion request; (iii) Technical failures or delays related to third-party payment systems, external exchanges, or Liquidity Providers; (iv) Market volatility, slippage, or rate changes occurring during the confirmation window; (v) Incompatibility of Cryptoassets or unsupported conversions not available through the Platform.
- 12.3. The Client expressly acknowledges that once a Conversion Transaction is confirmed, it becomes final and cannot be reversed or cancelled. The Company executes Conversion Transactions either against its proprietary capital (in the case of EMTs) or through integrated external Liquidity Providers for the rest of the Conversion Transactions, and shall not be held responsible for losses resulting from the inherent risks of such markets or platforms.
- 12.4. In cases where the Company's liability is established, such liability shall be strictly limited to the fair market value of the lost Fiat or Cryptoassets at the time the Loss Event occurred.
- 12.5. The Client further acknowledges that the Company does not control and cannot guarantee the performance, security, or stability of the underlying networks or protocols (e.g., blockchain networks or third-party exchange platforms) involved in the Conversion process. Accordingly, the Company shall not be liable for any losses or damages arising from: (i) Network outages or congestion; (ii) Delays in transaction confirmation or settlement; (iii) Software bugs, protocol forks, or third-party system malfunctions; and/or (iv) Suspension, delisting, or incompatibility of specific Cryptoassets on the Platform.
- 12.6. The Company commits to promptly notify the Client in the event of any confirmed Loss Event and to take all reasonable steps to investigate and, where feasible, mitigate or resolve its consequences.

13. PERSONAL DATA

- 13.1. For the appropriate legal purposes, the Company expressly informs the Client that in order to provide the Custody Service it is necessary to provide a string of personal data necessary for this purpose, as well as for the Company to comply with its legal obligations, particularly, in terms of the prevention of money laundering and the financing of terrorism, for the processing of which Client must grant their express consent prior to registration on the Platform.
- 13.2. All Personal Data provided or to be provided by the Client will be treated in accordance with the Privacy Policy, which the Client can find through the following link https://app.youhodler.com/docs/privacy_notice_2023_12_01.pdf, which as stated above will form an inseparable part of these Conditions.
- 13.3. The Client declares and guarantees that, before providing such Personal Data to YouHodler, he/she has read and understood YouHodler's Privacy Policy, which has been duly made

available to him/her, prior to his/her registration on the Platform.

14. NOTIFICATIONS

- 14.1 Any notice or communication made under this Agreement or in relation to the matters contemplated herein shall, unless specifically provided otherwise, be made in writing in Italian or English and in the form of an electronic communication to the e-mail address designated for this purpose by the Client.
- 14.2 Notices or communications made under this Agreement shall be sent to the email address indicated below:
- **Society:** The Client must communicate by sending their communications and notices to the Company via the following email address support@youhodler.com, guaranteeing proof of sending and receipt by the recipient.
 - **Client:** The Company may communicate by sending its notifications or communications to the Client's email address, which was provided during the online registration process as a client of the Platform. In the event that this e-mail address is no longer valid, the Client must immediately notify the Company of such change, and it will not be accepted as a new shipping address until such change is effectively communicated.
- 14.3 Either Party may notify the other Party of any change in its e-mail address or other data, although such notification will only be effective on the date specified therein. As long as such communication has not been received by the other Party, communications made to the existing e-mail address shall be deemed to have been validly made.

15.- MISCELLANEOUS

- 15.1 **Sole Agreement:** This Agreement constitutes the entire agreement between the Parties and supersedes and extinguishes all prior discussions, correspondence, negotiations, drafts, agreements, promises, warranties, representations and agreements between them, whether written or oral, relating to the subject matter of the Agreement. Except for the General Terms and Conditions of Use, which are applicable to everything that does not conflict with this Agreement.
- 15.2. **Supplementary Actions:** Each Party, acting diligently and in good faith, shall (and shall procure that any third party does so), make, execute and perform (at the Party's own expense) all documents, warranties, acts and other actions in addition to such other Party as may reasonably require to give effect to the terms and conditions of this Agreement.
- 15.3. **No Waiver:** Except as otherwise expressly set forth in this Agreement or so set forth in writing, the failure of a Party to exercise, or to partially exercise or delay the exercise of any right or action provided for in this Agreement or applicable law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or action. The waiver of the exercise of any right provided for in these Particular Conditions must be made in writing by the waiver of such right.
- 15.4. **Non-exclusion of rights:** Except as otherwise expressly provided in this Agreement, the rights and actions provided for in this Agreement shall be in addition to, but not limited to, the rights and actions provided for in applicable law.

- 15.5. **Nullity**: The invalidity, nullity or voidability of any clause of this Agreement shall not affect or prejudice the enforceability of the remaining clauses. In the same way, it is the intention of the Parties to replace any invalid, null or voidable term or clause with a valid and enforceable clause or term in terms as similar as possible to the one declared invalid, null or voidable and in accordance with the judicial declaration and applicable regulations. If such modification is not possible, the clause or term in question shall be deemed to have been deleted, without affecting the validity of the rest of the clause.
- 15.6. **Modifications**: No modification of the Contract or any of the documents linked to it will be valid and enforceable to the Parties, unless it has been recorded in writing and signed by both Parties.
- 15.7. **Expenses**: Except as otherwise expressly provided in this Agreement, all costs related to the negotiation, preparation, execution, performance and application of this Agreement, and any documents referred to herein, shall be borne by the Party that has incurred them and, in the event of a discrepancy, The provisions of the applicable legislation will be followed.
- 15.8. **Set-off of Claims**: Neither Party shall be entitled to set off any claim against any amounts due or payable under or in connection with this Agreement.
- 15.9. **Language**: This Agreement has been drafted in several languages, so in the event of a discrepancy between one version or another, with respect to Italian customers, the written version in Italian will prevail.
- 15.10. **Force Majeure**: The Company will not be liable for any damages that may be caused to the Client as a result of delays or non-compliance, which have their origin in unforeseeable events or which, foreseeably, it would be impossible to avoid, as well as for all those events that are beyond the scope of control of the Company. If the Force Majeure Event is temporary, the performance of the obligation will be suspended, unless the resulting delay justifies the termination of the contract. If the Force Majeure Event is final, the Contract will be terminated by operation of law without any liability being enforceable for the Party that has been affected by the Force Majeure Event, both Parties being released from their obligations in accordance with the applicable legislation.

16. APPLICABLE LEGISLATION AND JURISDICTION

- 16.1. **Governing Law**: This Agreement shall be governed by and construed in accordance with the laws of the Republic of Italy.
- 16.2. **Amicable Resolution**: The Parties agree to make all reasonable efforts to resolve, by mutual agreement, any dispute, controversy, or claim arising out of or in connection with this Agreement, including but not limited to its existence, validity, interpretation, performance, breach, termination, or the transactions contemplated herein, whether contractual or non-contractual in nature (a “**Dispute**”).
- 16.3. **Mediation**: If the Parties are unable to resolve a Dispute amicably within fifteen (15) business days from the date written notice of the Dispute is provided by one Party to the other, the matter shall be referred to mediation, to be conducted in accordance with the applicable rules of mediation in Italy, unless the Parties agree otherwise in writing.
- 16.4. **Consumer Arbitration**: Should the Dispute remain unresolved following mediation, Youhodler Italy S.r.l. informs the Client that, in accordance with applicable consumer protection laws, the Client may initiate consumer arbitration proceedings before a recognized alternative dispute resolution (ADR) body in Italy.
- 16.5. **Interim Relief**: Nothing in this Agreement shall prevent either Party from seeking urgent or

interim relief, including injunctive measures, before any court of competent jurisdiction, where such relief is necessary to protect its rights or prevent irreparable harm.

- 16.6. Jurisdiction: Unless otherwise mandatorily provided by law, any Dispute not resolved through mediation or consumer arbitration shall be subject to the exclusive jurisdiction of the courts of Milan, Italy.

Annex I: Pricing Policy

Please note: This Policy applies exclusively to the Conversion Service involving the purchase or sale of USDC or EURC against fiat currencies. It does not apply to transactions involving the conversion of other types of Cryptoassets, whether for funds or for other cryptoassets, nor does it govern any other services offered on the Platform. Such transactions may be subject to different rules and separate policies.

1. Purpose and Scope

This Pricing Policy describes the method applied by YouHodler Italy S.r.l. (“**YouHodler**” or the “**Company**”) to determine the applicable price to a sale or purchase of USDC or EURC, by using proprietary capital. This method is applicable to all the sale and purchase executed by the Clients and is designed to provide clarity, transparency, and fairness in accordance with Article 77.2 of Regulation (EU) 2023/1114² (MiCA).

2. Real-Time Pricing and Execution Model

When you initiate a transaction on our platform, whether to buy or sell EMTs using Fiat currencies, you will be presented with a real-time exchange rate. This rate reflects the current market conditions and is sourced directly from major cryptoasset exchanges, which act as our Liquidity Providers. These providers are securely integrated via APIs and ensure that prices reflect actual, executable market values at the time you place your order.

The rate shown on the interface represents the conversion value between one unit of fiat currency and the corresponding amount of the cryptoasset or EMT you are exchanging. The system always displays the best available market rate at the time of your request.

To ensure fairness and neutrality, YouHodler applies the same rate it receives from the Liquidity Provider when executing the transaction using its own proprietary capital. The Company does not apply any manual intervention, price manipulation, or client-based variation in pricing.

Please note: The amount you may exchange is subject to limits based on your economic profile, which is determined during the onboarding and KYC process. These limits are calibrated to ensure that your transaction activity aligns with the information you provided about your financial background, source of funds, and intended use of the platform. You may request a review of your limits by submitting updated information through the account verification section.

3. Fees and Commissions

Any fees or commissions applicable to your transaction are:

- Calculated and presented separately from the exchange rate,
- Shown in real-time as you set the parameters of your transaction (asset pair, amount, direction),
- Fees are charged only upon execution of the transaction and are directly deducted from the input amount involved in the exchange.

The total transaction amount, including fees, is always displayed before you confirm your order. For your convenience, a full and regularly updated list of fees and limits is available here: [YouHodler Commissions and Limits](#)

4. Price Confirmation and Slippage Protection

² 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.

To protect you from price changes due to market volatility (commonly referred to as “Slippage”³), the system applies a brief confirmation window, typically lasting a few seconds. During this time, the exchange rate remains locked and valid, allowing you to review and confirm the transaction details with full transparency.

If the confirmation is not provided within the allotted time, the rate automatically expires, and a new rate reflecting the latest market conditions will be displayed should you wish to reinitiate the transaction.

This mechanism ensures that you always execute your transaction at a clearly disclosed and accepted rate, as well as to the most updated market price, helping to minimize the impact of sudden market fluctuations.

5. Execution and Transparency

Once the Client confirms the transaction, it is executed automatically and immediately at the confirmed exchange rate. The execution is considered final and irrevocable, and a timestamped confirmation is promptly generated and made available through the Platform interface. The entire process is managed by the Company’s automated execution engine, which ensures that all transactions are processed without manual intervention, discretionary pricing, or the possibility of modification at any stage.

Clients are able to view the confirmed exchange rate, applied fees, and the final transaction amount—net of all charges—both on the transaction confirmation screen and within their personal account history.

6. Fairness and Conflict-Free Pricing

YouHodler’s pricing system is designed to ensure non-discriminatory access and equal treatment for all Clients. All users are presented with the same real-time market rate, regardless of account type, transaction volume, economic profile or user status. Prices are sourced directly from independent, reputable third-party Liquidity Providers, and transactions are executed without any internal markup, manipulation, or preferential pricing practices.

This transparent and neutral approach eliminates potential conflicts of interest, ensures that clients transact at clear and accepted rates, and fully aligns with the best execution obligations established under MiCA.

7. Policy Review and Updates

YouHodler regularly reviews its pricing methodology and Liquidity Provider arrangements to ensure continued compliance with regulatory requirements and market best practices. Clients will be informed in advance of any material changes to pricing presentation or fee structures.

If you have questions about this policy or how pricing works, please contact our Support Team via the platform or at: support@youhodler.com.

³ It refers to the variance between the exchange rate shown to the Client at the moment of initiating a conversion transaction and the price at which the conversion is ultimately executed. This may occur due to the price fluctuations in market conditions during the time between the Client’s confirmation and the actual settlement of the conversion.