

B2B Prime Services Bahamas Limited

Client Agreement Digital Asset Brokerage And Custody Services

October 2025

This Agreement is between you, the client, and us, **B2B Prime Bahamas Limited**. In this Agreement we may refer to ourselves as 'we', 'the Company', as appropriate. Similarly, you, the client, may be referred to as 'you', 'your', 'yours' or 'yourself', as appropriate

We are registered under the laws of the Commonwealth of The Bahamas with registration number 212219B, with registered office at Aristo House, Sanford Drive, Nassau, The Bahamas. We are duly authorised and regulated by the Securities Commission of The Bahamas under the Digital Assets and Registered Exchanges Act ("DARE") with License number DARE-DAB-034.

This Agreement sets out the terms on which we provide you with trading and related services.

Introduction:

1. The Company is a global financial services provider engaged in various types of financial and investment services, including, but not limited to, providing liquidity, providing exchange services and transfer and settlement services in Virtual Assets.
2. The Client wishes to enter into various transactions with the Company, subject to the terms and conditions set forth in this Agreement.
3. The Parties wish to establish the framework under which such transactions will be governed and to set forth the respective rights and obligations of each Party concerning such transactions.

Now, therefore, in consideration of the mutual covenants and promises contained herein, the Parties agree as follows:

1. DEFINITIONS

1.1. For the purposes of this Agreement, the following terms shall have the meanings set out below (additional definitions may be included in the Annexes):

- **Applicable Law:** Any law, regulation, rule, guidance, directive or sanction issued by competent authorities in The Bahamas or other relevant jurisdictions.
- **Business Day:** Any day on which banks are open for business in The Bahamas (excluding Saturdays, Sundays and public holidays).

- **Client Account:** The account opened with the Company in the Client's name for the purpose of accessing the Services and holding Virtual Assets or funds.
- **Client Money:** Any fiat funds received or held by the Company on behalf of the Client in connection with the Services, subject to client-money rules under Bahamian law.
- **Custody Services:** Safekeeping of Virtual Assets on behalf of the Client, including holding private keys and processing deposits and withdrawals.
- **Eligible Virtual Asset:** Any Virtual Asset supported by the Company for execution or custody, as published from time to time on the Company's website.
- **Execution Services:** Reception, transmission and execution of spot orders for Virtual Assets.
- **Force Majeure Event:** Any event beyond the reasonable control of a Party, including but not limited to natural disasters, war, terrorism, cyber-attacks, power or internet failures, and governmental or regulatory actions.
- **Fork / Airdrop:** Events resulting in the creation, modification, or discontinuation of a blockchain or token.
- **Instruction:** Any order, request or communication given by the Client to the Company in accordance with this Agreement.
- **Network Fees:** Blockchain, gas or mining fees payable to process transactions on the relevant network.
- **Services Schedule:** The list and description of Services provided by the Company as may be set out in Annex I, as amended from time to time.
- **Sub-Custodian:** Any duly authorised third party appointed by the Company to hold Client Virtual Assets or Client Money on its behalf.
- **Virtual Asset (VA):** A digital representation of value that can be digitally traded, transferred or used for payment or investment purposes, excluding digital representations of fiat currencies.
- **Wallets:** Custodial wallets (hot, warm or cold) operated by or on behalf of the Company.

2. SCOPE

2.1. This Agreement sets forth the general terms and conditions applicable to all transactions and activities conducted between the Parties in relation to the Services. The Services include, without limitation:

- a) Execution Services – reception, transmission and execution of spot orders for Eligible Virtual Assets on behalf of the Client;

- b) Custody Services – safekeeping of Client Virtual Assets in Wallets operated by or on behalf of the Company, including the holding of private keys and the processing of deposits and withdrawals;
- c) Transfer and Settlement Services – processing transfers of Client Virtual Assets and fiat funds, and settlement of transactions executed on behalf of the Client;
- d) Any other investment brokerage services in Virtual Assets as may be agreed in writing between the Parties, subject always to Applicable Law.

2.2. The Services are provided strictly on an execution-only basis. The Company does not provide the Client with investment advice, trading recommendations, legal, tax or accounting advice, nor does it act as fiduciary or portfolio manager unless expressly agreed in a separate written agreement.

2.3. This Agreement, together with its Annexes (including the Services Schedule and Fees & Charges Schedule), represents the entire understanding between the Parties concerning the provision of the Services and supersedes any prior oral or written agreements related thereto.

2.4. By entering into this Agreement, the Client confirms that it has read, understood and accepted the terms and conditions contained herein and in the relevant Annexes, as well as the Company's policies published on its website, including the Fees Schedule, Privacy Policy and AML/KYC standards.

2.5. The Client agrees to receive communications, amendments and notices relating to this Agreement or to the Services via email, the Company's platform, or other electronic means as the Company may reasonably determine.

3. AML / KYC OBLIGATIONS

3.1. The Client represents that all funds and VAs introduced are of legitimate origin and undertakes to provide, update and maintain all information required under AML/CFT laws.

3.2. The Company may request additional documentation or suspend/terminate accounts if suspicious activity is detected or if the Client fails to comply with KYC obligations.

3.3. The Client warrants that it is not subject to any international sanctions and is not acting on behalf of any prohibited third party.

4. REPRESENTATIONS AND WARRANTIES

4.1. Both Parties, by entering into this Agreement, indicate their mutual understanding and reciprocal obligations and duties to the other, more specifically, the Client requests to be provided with the Services and the Company agrees to provide the Services to the Client.

4.2. Each Party represents, warrants and undertakes that it has the full right, power, legal capacity and authority to perform its obligations under this Agreement, subject to any regulatory approvals and furthermore confirms that, to this date, is of good standing and reputation, managed by persons holding the required qualifications, experience and skills.

- 4.3. The Parties confirm that this Agreement does not conflict with, or breach term(s), condition(s) or default under any other agreement to which it is a party.
- 4.4. The Parties affirm that the establishment and implementation of this Agreement do not contravene any relevant laws, regulatory mandates, or standards applicable to the Parties.
- 4.5. The Parties are duly represented by the authorized persons, who have the legal capacity to enter into and execute this Agreement, whereby this Agreement will be legally binding on both Parties.
- 4.6. Each Party warrants that there is no action, suit, or proceeding at law or in equity now pending or, to its knowledge, threatened by or against or affecting it which would substantially impair its right to carry on its business, as contemplated herein, or to enter into or perform its obligations under this Agreement, or which would adversely affect its financial condition and/or operations.
- 4.7. Neither the Company, nor any of its representatives, will: provide the Client with investment advice or recommendation; offer any opinion regarding the suitability of any Virtual Asset or Financial Instrument, account type, order, transaction, or strategy; solicit any order or transaction; monitor Client account or investments, or the appropriateness of Client account or service level; alert Client to any recommended change to Client's orders or transactions, accounts, or services; or provide legal, tax, or accounting advice (collectively, "Advice").

Nothing on the Company website is or shall be deemed a recommendation or solicitation to buy or sell Virtual Assets or Financial Instruments, or as to the manner in which those products are bought or sold, or to engage in any strategy. The Client will not seek, accept or rely on any Advice from the Company or its representatives, or any communication that could be construed as such.

Discussion of alternatives, such as the different types of Virtual Assets or Financial Instruments available to the Client, is not investment advice. As the Company does not provide Advice, it is not responsible for the suitability or appropriateness of any order, trade, transaction, strategy, selection of advisor or other activity of the Client. The Client agrees that any order submitted to or transaction executed by the Company is solely the Client's own decision and is based on the Client's own evaluation of its personal financial situation, needs, and objective(s).

5. CUSTODY TERMS

- 5.1. The Company shall safeguard Client VAs in segregated or omnibus wallets (hot, warm, cold) as per its custody policy.
- 5.2. Title to Client VAs remains with the Client; the Company will not pledge, rehypothecate or otherwise use Client assets except as expressly authorised.
- 5.3. Withdrawals shall be processed in accordance with Company operational timelines and security procedures.
- 5.4. The Company may appoint reputable sub-custodians; liability for their acts is limited to cases of gross negligence, fraud or wilful misconduct in selection or supervision.

5.5. In case of forks, airdrops, discontinued or unsupported assets, the Company may decide (i) not to support the new asset, (ii) to distribute it if reasonably feasible, or (iii) to liquidate or take other measures if operationally required. Clients will be notified when practicable.

6. COMMUNICATION CHANNELS

6.1. The Company will communicate with the Client about any notice, instruction, request or any other communication via the Client's registered e-mail, telephone or, in the event of a formal communication in writing, via post to his registered address. The date and time of reception of the communication by the Company from the Client is deemed to be effective.

6.2. The Company records all incoming and outgoing telephone calls between the Client and the Company for quality monitoring, training and regulatory purposes. The Company also records any other communication between the Client and the Company, including chat messages and e-mails.

6.3. The Company reserves the right to provide copies of such recordings to regulatory authorities upon their request in order to comply with its regulatory obligations without prior consent obtained by the client.

6.4. The Client reserves the right to request a copy of the recorded communications and the Company shall provide these to the Client only upon written request by the Client.

7. FEES AND CHARGES

7.1. Fees may apply for certain Services rendered under this Agreement. By accessing or using the Services, you acknowledge and agree to bear such fees, which shall be payable to the Company and/or any authorised third-party providers. The applicable fee schedule will be made available on the Company's website and may be amended or updated from time to time at the Company's discretion. Continued use of the Services following any such update shall constitute your acceptance of the revised fees.

7.2. Prior to entering into transaction(s), the Client is required to ensure understanding the charges applicable to the Client's account(s), including spread(s), commission(s), roll-overs. It is the Client's responsibility to inquire further in cases where any information provided by the Company may seem incomplete or not clear.

7.3. The Client agrees and confirms to pay:

- a) any fees, charges, commissions, mark-up or mark-down applicable to specific virtual asset(s) or financial instruments(s) and account(s) held by the Client, related to execution of position/transaction(s);
- b) any fees, charges, commission, mark-up or mark-down applicable to specific account(s), held by the Client, if introduced via an introducer;
- c) such applicable charge/cost(s) related to "rolling over" of a contract on specific financial instrument(s);

- d) such charge/cost(s) related to carrying open position/transaction(s) on specific financial instrument(s);
- e) such charge/cost(s) related to inactive account(s);
- f) such transfer-related fees, including but not limited to charge/cost(s) applied on deposits/withdrawals, returned withdrawals, issuing and returns of issued cheques, etc.;
- g) spread, mark-up or mark-down from prices obtained by the Company or expected to be received by the Company, from its service/liquidity provider(s) or when covering its transaction(s) with another counterparty(s);
- h) currency conversion related to transaction/trading costs, commissions (if any) and profits/losses occurred from trading activities;
- i) currency conversion related to amounts calculated and/or received in currencies different from the basic currency used by the Client's account(s);
- j) such other costs or taxes that may be applicable in relation to the Client's transactions
- k) transaction fees, in some cases
- l) such relevant amount(s) related to subscription(s) of the Client to an exchange(s) (if applied).

7.4. The Client further acknowledges that, unless otherwise stated, prices offered to the Client through trading platform(s) are exclusive of taxes and costs that may be applied to the services which are not offered or paid through the Company; there are no specific costs applied by the Company, to the Client's account(s), for using trading platform(s); charge/cost(s) may be applied to specific types of account(s) and/or financial instrument(s), which are notified to the Client prior to the implementation of such charge/cost(s); in cases where the notification of specific charge/cost(s) is not provided to the Client, for whatsoever reason, the Client should inquire and obtain the reasonable explanation for such charge/cost(s); fees, charges, commissions are applied separately from the price offered to the Client; spreads on financial instruments, roll over charges, commission(s) are as disclosed through trading platform(s).

8. RISK DISCLOSURE

8.1. The Client acknowledges and accepts that trading and holding Virtual Assets involve a high degree of risk, including the potential loss of the entire amount invested. The value of Virtual Assets can fluctuate significantly and may become worthless.

8.2. The Client understands and accepts that the custody of Virtual Assets entails specific risks, including, but not limited to:

- a) Cybersecurity risks, such as hacking, phishing, or other unauthorised access to Wallets or private keys;

- b) Operational risks, including failures or errors in systems, processes, or technology used for the safekeeping of assets;
- c) Third-party risks, arising from acts or omissions of Sub-Custodians, blockchain operators, or service providers;
- d) The possibility of total loss of the Virtual Assets in the event of theft, protocol failure, or irrecoverable transactions on a blockchain.

8.3. Regulatory or legal changes in The Bahamas or in other relevant jurisdictions may restrict, suspend, or prohibit the trading, custody, or transfer of certain Virtual Assets. The Company shall not be liable for any loss arising from such regulatory measures, provided it acts in good faith and in accordance with Applicable Law.

8.4. The Client confirms that it has independently assessed the risks of engaging in the Services, has sought professional advice where necessary, and understands that past performance of any Virtual Asset is not indicative of future results.

9. LIMITATION OF LIABILITY

9.1. The Company's aggregate liability shall not exceed the lower of: (i) the market value of the affected VAs held in custody; or (ii) the amount of fees paid by the Client in the previous 12 months, except where loss is due to Company's gross negligence, wilful default or fraud.

9.2. The Company shall not be liable for indirect, consequential, punitive or loss-of-profit damages.

9.3. The Client shall be liable for its own costs and/or expenses, unless directed otherwise by any court of law and/or regulatory body. The Client furthermore confirms and agrees that all information provided to the Company, for purposes of opening/maintaining account(s), is true and correct, including the information related to the knowledge and experience, financial, relevant to product and/or service, as the case may be, provided by the Company.

9.4. In the absence of any negligence or fraud from the Company, the use of the Company's services by the Client, including trading platform(s), is entirely at the own risk of the Client. Neither party shall be liable for any losses, which may arise as a result of unforeseeable events, at the time when the Agreement was made effective, nor shall any party be liable for any losses that were not caused by any breach of the terms contained herein.

9.5. The Company shall not be held liable for any taxation assessed upon or payable directly or indirectly by the Client or for any loss or expense suffered by the Client in connection with any such assessment. In cases where the Company, at any time, is assessed for taxation in respect of or in connection with the Client's assets, income, activities or residence, including without limitation any claim for recovery of monies paid to or for the Client, in excess of the amounts which should properly have been paid, the Client undertakes to indemnify the Company in respect of the relevant taxation, together with all expenses, including but not limited to any legal fees.

The Client is solely responsible for the management of affairs for tax purposes, and the Company accepts no responsibility for any tax consequences. In addition, the Company shall not be held

liable for any loss or expense suffered by the Client in connection with the terms and conditions, including but not limited to the insolvency or other default of any counterparty or custodian, unless such loss or expense arises from the Company's negligence, willful default or fraud. Without prejudice to the foregoing, the Client accepts to reimburse the Company of any cost, loss, liability or expense whatsoever which may be suffered or incurred by the Company, whether directly or indirectly, in connection with or as a result of the Client's failure to perform or delay in performing any obligations stemming from the Agreement. The Company gives no warranty as to the profitability of any Virtual Asset or financial instrument for the Client to be in a position to secure a level of income or capital gain.

The Company will not be held responsible for any loss or loss of opportunity, in cases where the value of the Virtual Assets or financial instruments, and/or funds could have been increased, nor for any decline in the value of such, nor for any loss arising from errors of fact or judgment or any action taken or omitted to be taken, however arising and whether direct, indirect, financial or consequential loss howsoever causes, except to the extent that any such error, act or omission is caused by the Company's negligence, willful default or fraud.

- 9.6.** The Company will exercise all reasonable endeavors, prior to contracting third parties, in order to be able to provide the services under the Agreement. The Company is not in a position to control the activities of such third parties, therefore, the Company shall exercise all efforts to minimize any losses that the Client may suffer, as a result of an act and/or omission of the third parties. Notwithstanding any other provision in the Agreement, the Company shall not be liable for any loss or damage caused by the Company (including employees) in cases of: i) negligence, fraud, breach of the Agreement, breach of any law and/or any other act and/or omission by the Client; ii) unavailability of trading platform(s) or other systems, unless due to wrongdoing by the Company; iii) the Client inability to access trading platform(s) or any other system, or any delay that the Client may suffer while attempting to contact the Company, unless due to wrongdoing by the Company; iv) the Company taking measures as to ensure compliance with any applicable legislation; v) any other event and/or circumstance, which is outside the Company's control. The Company shall not be liable for any failure to access the trading platform(s) and/or other systems.

The Company shall not be held responsible for any delays, delivery failures, or any loss or damage which results from the transmission of information over any network, including but not limited to the internet.

- 9.7.** The Company provides an execution only services and therefore shall not be held responsible for any losses that the Client may incur as a result of these circumstances or in cases where the Client entrusts third party(s) and/or followed any instruction, indication or advice from third party(s), including trading signals and/or copy trading strategies, which may result in any loss.
- 9.8.** In cases where the Client chooses to use trading algorithms, including expert advisors or trailing stops, the Company shall not be held responsible for any losses which may be incurred pursuant to its use. However, should the Company become aware that the Client utilizes the relevant trading algorithms in bad faith or contrary to the terms contained herein, the Company reserves the right to terminate the Agreement.

10. DORMANT/ INACTIVE ACCOUNTS

- 10.1.** The Client acknowledges and confirms that account(s), held with the Company, without any trading activity for a period of twelve (12) months, are considered to be inactive accounts.
- 10.2.** The Client further acknowledges and confirms that inactive accounts will not have access to trading and will be subjected to relevant charge/cost(s) due to the maintenance/administration of such inactive accounts.
- 10.3.** The Company may apply charges to the inactive accounts. The Client further agrees that, in order to resume trading, additional conditions, set by the Company, should be met. The Client acknowledges and agrees that in cases where the balance/equity of inactive account(s) reaches zero, such account(s) shall be considered Dormant and shall be removed from the system(s) accordingly.
- 10.4. Assets in dormant accounts may be moved to secure storage (“cold wallets”) with applicable storage fees until reclaimed or treated as unclaimed property under Applicable Law.

11. BINDING EFFECT OF THE AGREEMENT, AMENDMENTS AND TERMINATION

- 11.1.** The parties shall enter into the Agreement in good faith. The Agreement shall be binding upon and insure to the benefit of the Company, its successors and assigns, the Client’s heirs, executors, administrators, legatees, successors, personal representatives and assigns. The Client acknowledges and accepts to be bound by the provisions of the Agreement and any amendment or variation thereof.
- 11.2.** The Agreement shall commence once the Company is satisfied with the information provided by the Client and upon the Client’s acceptance of the terms and conditions of the Agreement. The Client reserves the right to cancel the Agreement, by giving the Company the notice, prior to the activation of the Client’s account(s) whereby the Company shall return any funds, if transferred by the Client, respectively.
- 11.3.** The Client understands that the terms and conditions of the Agreement may be varied or amended from time to time, as case may be and a thirty (30) day notice of such amendment shall be provided to the Client by the Company, either by posting such change on the Company’s website or by sending a notification to the Client. The Client acknowledges and agrees that the first transaction in any of the Client’s account(s) initiated by the Client, following a change to the Client’s personal details and respectively the terms and conditions of the Agreement, or solely the terms and conditions of the Agreement, shall constitute the Client’s acceptance of the change as of the effective date of the amendment or variation, and such initiation and the subsequent execution of such transaction by the Company shall constitute reciprocal good consideration for the variance or amendment.
- 11.4.** In the event of the incapacity/death of the Client, the Company will freeze the Client’s account(s), upon receipt of legal notification of the incapacity/death of the Client. The Client acknowledges that in the event of incapacity/death, legal notification such as letters of administration/ executorship sand/or grant of probate and/or any other legal document, shall be provided to the Company, by respective relevant person(s) over the Client, in order for the Company to be in a position to accept any instructions or take any action, over any account held in the Client’s name. The Client acknowledges that the Company will not be held responsible for any

kind of losses or any charge/cost(s) in the Client's account(s) during the period between the Client's incapacity/death and receipt by the Company of any legal notice to that effect.

11.5. The Company may terminate the Agreement, and respectively close all open positions in the Client's account(s), at any time, by means of written notice to that effect if:

- the Client is in a breach of any part of the Agreement;
- the Company has reasonable grounds to believe that the Client has not acted in good faith, including, but not limited to hedging exposure using multiple accounts;
- the Company reasonably suspects that the information provided by the Client is false;
- the Client did not provide updated personal information;
- the Company reasonably suspects that the Client's account(s) is used for illegal purpose(s);
- the Company reasonably believes that the Client has changed physical location without notifying the Company of such change;
- the Client has behaved in an abusive or threatening manner towards the Company's employees;
- the Company reasonably believes that the activities of the Client's account(s) are no longer in accordance or are considered to be in a breach with the terms of the Agreement;
- the Company reasonably determines that the Client is no longer eligible to perform the activities in account(s);
- a petition of bankruptcy/liquidation is presented to the Company against the Client;
- the Client's account(s) did not record any activities within the predefined period;
- legislative requirement(s);
- the Client is in a breach of any applicable laws, including, but not limited to any applicable Anti-money laundering laws and regulations;
- any other legal valid reason to take such action.

11.6. The Client may terminate the Agreement, at any time and for any reason, by actual delivery of notice, confirmed by an employee of the Company, provided however that no termination will affect any existing liabilities or indebtedness to the Company or any liabilities or indebtedness that may arise subsequent to such termination in respect of any act or omission that took place prior to such termination, provided that there are no open positions on the Client's account(s), nor any other outstanding obligations.

11.7. Termination of the Agreement shall not imply that any of the parties' responsibilities cease to exist.

11.8. In the event of termination of the Agreement, the Company will return the net amount held by the Client's account(s) i.e. after deduction of any amounts due, charge/cost(s) and fees or any other deductions required by the law or in accordance with the Agreement.

12. INDEMNITY

12.1. The Client hereby agrees to indemnify the Company and hold the Company harmless from any liability, cost and/or expense(s) (including attorneys' fees and expenses and any fines and/or penalties imposed by any governmental agency, contract market, exchange, clearing organization or other regulatory or self-regulatory body or institution) which the Company may incur or be subjected to, with respect to the Client's account(s) or any transaction or position therein.

12.2. Without limiting the generality of the foregoing, the Client agrees to reimburse the Company, on demand, for any cost of collection incurred by the Company, in collecting any sums owing by the Client, under the Agreement, and any cost incurred by the Company, including legal action/proceeding(s), in defending against any claims asserted by the Client.

12.3. The Company does not warrant that any software downloaded onto the Client's device(s) will operate without interruption or be error free nor implicitly guarantee any level of service.

13. GENERAL PROVISIONS

13.1. Entire Agreement

All services provided by the Company are subject to the terms and conditions stated within the Agreement. In cases of any changes, in order to avoid any misunderstanding, such should be put in writing.

13.2. Intellectual Property

By becoming a client of the Company, the Client does not obtain any rights in any intellectual property belonging to the Company. The Company's website, trading platform(s), other systems, data, information, documentation and/or creation of such shall be protected in accordance with the applicable laws and the Client shall have no right, neither at the time of entering into the Agreement, nor at any point of time in the future. All rights whether expressed or implied, and whether existing now or in the future are reserved. The Client shall not cause or permit any actions to be caused, which might endanger or damage any intellectual property belonging to the Company and/or do any other act which would be damaging and or defamatory against the Company, including copy, reproduce, duplicate, translate, assume ownership or otherwise of any rights belonging to the Company.

13.3. Assignment

The Agreement is not assignable by the Client. The Company may assign the Client's account provided that the Company is able to transfer or assign any rights and obligations under the Agreement, without

reducing any guarantees over the Client, by notifying the Client of the name of the intended assignee and the date of the assignment, as provided in the applicable legislation. Unless the Client objects to the assignment in writing, prior to the scheduled date for assignment, this will indicate the Client's implicit acceptance and the assignment will be binding on the Client.

13.4. Client Acknowledgments and Signature

The Client hereby declares that the Client fully understands the consents of the Agreement and agrees to all of the terms and conditions of the Agreement. The Client acknowledges that trading in Virtual Assets or any financial instrument(s) is speculative, involves a high degree of risk and is appropriate only for those who can assume risk of loss in excess of their margin deposits.

13.5. Severance

If, for any reason, part of the Agreement and/or any part of a specific clause is deemed to be unenforceable by a court of a competent jurisdiction then such part shall be severed from the rest of the Agreement or the term, and the remainder of the Agreement shall remain unaffected and enforceable.

13.6. Headings

The headings of each provision are for descriptive purposes only and shall not be deemed to modify or qualify any of the rights or obligations set forth in each provision.

Any "sub-sections", "clauses", "titles" have been inserted for convenience purposes only and shall not affect the construction of the Agreement.

14. FORCE MAJEURE

14.1. For the purposes of this Agreement, a "Force Majeure Event" means any event or circumstance beyond the reasonable control of a Party, which prevents or delays the performance of its obligations under this Agreement, including but not limited to:

- a) natural disasters, fire, flood, storm, earthquake or other acts of God;
- b) war, terrorism, civil commotion, riots or insurrection;
- c) governmental or regulatory actions, embargoes, sanctions or restrictions;
- d) failure or interruption of telecommunications, internet services, power supply, or any other utility service;
- e) strikes, lockouts or other industrial disputes;
- f) acts or omissions of blockchain operators, network validators, custodians or other third-party service providers;
- g) cyberattacks, hacking, ransomware or other malicious interference with information systems.

14.2. Neither Party shall be liable for any failure or delay in performing its obligations under this Agreement to the extent such failure or delay is caused by a Force Majeure Event, provided that the affected Party:

- a) notifies the other Party as soon as reasonably practicable of the occurrence and expected duration of the Force Majeure Event; and
- b) takes all reasonable steps to mitigate the impact of such Force Majeure Event on the performance of its obligations.

14.3. If a Force Majeure Event continues for a period exceeding thirty (30) consecutive days, either Party may terminate this Agreement by giving written notice to the other Party, without liability, except for obligations accrued prior to the effective date of termination.

15. DISCLAIMERS

15.1. By signing this Agreement, the Client acknowledges that the Company has disclosed the following:

- a) neither Client VAs or Client Money benefit from any form of deposit protection;
- b) the value of virtual assets may be subject to sudden and extreme volatility, including a total loss of value;
- c) past performance is not a reliable indicator of future performance;
- d) virtual assets may not always be liquid or transferrable or there may not be secondary market;
- e) virtual assets involve new and evolving technologies, that the markets in virtual assets are still in an early stage of development, and that client may be disadvantaged by information asymmetries when dealing in virtual assets;
- f) the operation of virtual assets can be complicated, and so clients shall take care to understand the risks of virtual assets before dealing in them;
- g) there is a greater risk of virtual assets being irrevocably lost, stolen or compromised as a result of a security issue than with traditional investments.

16. NOTICES

16.1. In compliance with the Digital Assets and Registered Exchanges Act, 2020 ("DARE Act") and guidance issued by the Securities Commission of The Bahamas, the Company will actively monitor and identify any instance in which Client Virtual Assets are no longer under its control during the provision of Custody or Execution Services. In such cases, the Company shall promptly inform the

Client and provide clear details of the circumstances under which the transfer of control occurred, as well as any measures taken to safeguard the Client's interests.

- 16.2. As a duly licensed Digital Assets Broker-Dealer under the DARE Act, the Company will prioritise supporting Virtual Assets ("VAs") that are listed and traded on major, reputable exchange platforms that meet appropriate regulatory or due diligence standards. By aligning its offerings with VAs that have undergone thorough vetting, the Company endeavours to ensure that the assets it supports comply with applicable legal, security, and compliance requirements.
- 16.3. In the event of the creation of new Virtual Assets, such as through an "airdrop," or where a previously supported VA becomes no longer viable due to a "fork" or other material network changes, the Company will adopt a clear and prudent approach to manage such situations. As a brokerage focused on providing access to vetted and pre-approved assets, the Company does not engage in the direct listing of newly created or unsupported VAs on its platform unless otherwise permitted under the DARE Act and subject to its operational policies.
- 16.4. Clients should be aware that newly created or unsupported VAs may not be accessible through the Company's Services. Where reasonably practicable, the Company will notify affected Clients via its platform and/or email, detailing the nature of the change, its potential impact, and any actions to be undertaken by the Company.

17. GOVERNING LAW AND JURISDICTION

- 17.1. This Agreement and any dispute, controversy, or claim arising out of or in connection with it, including its formation, validity, performance, interpretation, or termination, shall be governed by and construed in accordance with the laws of the Commonwealth of The Bahamas, without regard to its conflict-of-law principles.
- 17.2. The Parties irrevocably submit to the exclusive jurisdiction of the competent courts of Nassau, The Bahamas for the resolution of any dispute or claim arising out of or in relation to this Agreement.
- 17.3. Notwithstanding the above, the Parties may mutually agree in writing to refer any dispute to arbitration under the rules of the Bahamas Arbitration Centre or any other recognised arbitration institution, and any award rendered shall be final and binding upon the Parties.

18. CONFIDENTIALITY AND DATA PROTECTION

- 18.1. Each Party undertakes to keep strictly confidential all non-public, proprietary, or sensitive information disclosed by the other Party in connection with this Agreement, including but not limited to Client data, transaction records, pricing, systems, and operational procedures ("Confidential Information").
- 18.2. The obligation of confidentiality shall not apply to information that:
- a) is or becomes public other than through a breach of this Agreement;
 - b) is lawfully obtained from a third party without restriction; or

c) is required to be disclosed by Applicable Law, court order, or the lawful request of a competent regulatory authority (including the Securities Commission of The Bahamas), provided that, where legally permissible, the receiving Party shall give prompt notice to the disclosing Party.

18.3. The Company shall implement appropriate technical and organisational measures to protect personal data and Confidential Information against unauthorised or unlawful processing, accidental loss, destruction, or damage, in accordance with Applicable Law, including the Data Protection (Privacy of Personal Information) Act, 2003 of The Bahamas, as amended from time to time.

19. INTELLECTUAL PROPERTY

19.1. All intellectual property rights, whether registered or unregistered, including but not limited to trademarks, service marks, trade names, domain names, software, APIs, trading platforms, source code, algorithms, databases, website content, designs, and other proprietary materials ("Intellectual Property"), are and shall remain the exclusive property of the Company or its licensors.

19.2. The Client is granted a limited, non-exclusive, non-transferable, and revocable licence to access and use the Company's platform, systems, and APIs solely for the purpose of receiving the Services under this Agreement, subject to compliance with its terms.

19.3. The Client shall not copy, reproduce, reverse-engineer, decompile, modify, distribute, or create derivative works from the Company's Intellectual Property without the Company's prior written consent.

19.4. Upon termination of this Agreement, any licence granted to the Client shall automatically cease, and the Client shall immediately discontinue the use of, and return or destroy (as instructed by the Company) any materials containing, the Company's Intellectual Property.

20. MISCELLANEOUS

20.1. This Agreement, together with its Annexes and any documents expressly incorporated by reference, constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior or contemporaneous agreements, understandings, negotiations, or representations, whether written or oral, relating to the same subject.

20.2. If any provision of this Agreement is held to be invalid, illegal, or unenforceable by a court or competent authority, such provision shall be deemed severed from the Agreement, and the remaining provisions shall remain valid and enforceable to the fullest extent permitted by law.

20.3. The Client shall not assign, transfer, pledge, or otherwise dispose of any of its rights or obligations under this Agreement without the prior written consent of the Company. The Company may assign or transfer its rights and obligations (in whole or in part) to any affiliate or successor entity, or to a purchaser of all or substantially all of its business, by giving prior notice to the Client, provided that such transfer does not prejudice the Client's rights under this Agreement.

20.4. The headings and titles contained in this Agreement are for reference and convenience only and shall not affect the interpretation or construction of any provision of this Agreement.

20.5. Failure or delay by either Party to exercise any right, power, or remedy under this Agreement shall not constitute a waiver of that right or remedy, nor shall it prevent or restrict the further exercise of such right or remedy.

ANNEX I

Description of Services:

Pursuant to Clause 2 of this Agreement, the Company shall provide to the Client the following services (the “Services”), in accordance with Applicable Law, the Digital Assets and Registered Exchanges Act, 2020 (“DARE Act”), and the Company’s internal policies:

1. Crypto Spot Exchange Services

The Company shall make available to the Client an electronic platform for the purchase and sale of Eligible Virtual Assets (“VAs”) on a spot basis, either against fiat currency or other VAs. The platform shall include order-matching and execution functionality, and all transactions shall be settled in accordance with applicable market practices and the Company’s operational procedures.

2. Brokerage Services

The Company, acting as a duly licensed broker of investment and digital assets under the DARE Act, may receive and transmit orders, execute trades on behalf of the Client, and arrange for settlement with authorised liquidity providers or counterparties. Such brokerage services are provided strictly on an execution-only basis. The Company does not provide investment advice, portfolio management or any form of financial recommendation unless otherwise agreed in a separate written agreement.

3. Custody Services

The Company shall safeguard the Client’s Virtual Assets in custodial wallets (hot, warm, or cold) under its control or through authorised Sub-Custodians, maintaining appropriate operational, technical, and security standards. Title to the Client’s assets shall remain at all times with the Client. The Company shall not pledge, rehypothecate or otherwise encumber the Client’s assets, except as expressly authorised by the

Client in writing and in compliance with Applicable Law. Withdrawals shall be processed in accordance with the Company's security protocols, operational timelines, and any applicable regulatory requirements.

Any other product or service, such as staking, lending or derivative transactions, shall not form part of this Annex unless expressly incorporated by a written amendment executed by both Parties and, where applicable, approved by the Securities Commission of The Bahamas.