BUBURUZA

Buburuza Bank Ltd. Crypto Custody Terms

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These Terms cover Crypto Custody and Earn provided by Buburuza Bank Ltd. to eligible customers outside both the United States and Canada. Your Buburuza account and app are provided by Buburuza AI Inc. under its Customer Agreement. Read these Terms with the Crypto Custody disclosure and the Risk Disclosure Statement.

1 Parties and acceptance

1.1 Who provides the service

These Terms are between you and **Buburuza Bank Ltd.**, a company of the Union of Comoros (“**Bank Ltd.**”, “we”, “us”, “our”). “You” means the individual or business customer accepting them. Our mailing address is **Rue Principale, ACS Centre, Hamchako, Mutsamudu, Union of Comoros**. This is a correspondence address, not a statement that it is the address for legal service of process.

We provide Crypto Custody and, where available, Earn (together, the “**Service**”). We are responsible to you for the obligations we undertake in these Terms, including where we use service providers.

1.2 How these Terms relate to your Buburuza account

Your Buburuza account, app and interface are provided by Buburuza AI Inc. under the Buburuza AI Inc. Customer Agreement (the “**Account Agreement**”). You give instructions for the Service through that account and app, and Buburuza AI Inc. passes them to us. Buburuza AI Inc. is not a party to these Terms or a guarantor of our obligations, and we are not a party to or guarantor of the Account Agreement. Cards are provided by Buburuza Payments LLC under the Buburuza Card Terms. We also provide Crypto Loans under the separate Buburuza Bank Ltd. Crypto Loan Agreement, and the OTC desk and BUB under the OTC Desk Terms and BUB Token Terms. Shared ownership, management, branding or support does not make Buburuza Corp. or any other group company a party to these Terms or a guarantor of our obligations.

1.3 Acceptance

You accept these Terms, together with the Account Agreement and the Risk Disclosure Statement, through the single **Agree and continue** action during onboarding. Crypto Custody is then included in your account. There is no separate election, activation request or first-use acknowledgment. Inclusion makes the Service available; it does not instruct a deposit, transfer, conversion, Earn allocation, loan or investment.

During onboarding you also confirm that you request Buburuza’s services, including this Service, on your own initiative and without solicitation by Buburuza or anyone acting on its behalf. Make that confirmation only if it is accurate. It does not override contradictory facts, restrictions or mandatory law.

We keep a record of the accepted documents, their versions and your acceptance. You can download them inside your account. A person accepting for a business must have authority to bind it.

2 Eligibility

The Service is available only to customers outside both the United States and Canada who have an open Buburuza account, have completed full KYC or KYB and are otherwise eligible. Individuals and sole traders are assessed by verified usual residence; businesses by verified place of incorporation or formation. Travel, VPN use, an IP address or a telephone country code does not by itself change eligibility. The Service is unavailable to U.S. and Canadian customers; a paid plan, Private add-on, household relationship or payment instruction does not change that.

Tell us promptly about a change affecting your eligibility. If you stop being eligible, we may stop new deposits and Earn allocations and restrict activity as lawfully necessary, with notice and an orderly withdrawal or return process for your existing assets. Loss of eligibility does not forfeit your assets or make an unapproved conversion lawful.

Sanctions, applicable law and disclosed product restrictions continue to apply. You must not use false information to bypass a restriction.

3 The Service

We hold supported digital assets for you, record your entitlement and carry out validly authorised deposits, transfers, withdrawals and related administration. The supported assets and networks are those shown in the app at the time; there is no fixed list in these Terms. Use only the asset and network shown on your Receive screen.

Banking and Crypto Custody are separate products. A Crypto Custody balance is not a bank deposit, is not a payment balance with Buburuza AI Inc. and is not insured, including by any deposit-insurance scheme.

4 Custodial control and your ownership

4.1 Custodial service

This is a custodial service. You receive no private keys or seed phrases and do not sign blockchain transactions independently. Buburuza controls the custody wallets using third-party wallet and security infrastructure and manages the access needed to carry out authorised instructions. We remain responsible for our custody obligations; an infrastructure provider is not your custodian. Your account credentials are not blockchain keys.

4.2 How your assets are held

You receive your own deposit address for each supported asset and network. Deposited assets are held in pooled wallets controlled by Buburuza, together with other clients' assets, and are kept separate from the assets of Bank Ltd. and every other Buburuza company. Your entitlement is recorded in our ledger in your name by asset and network and reconciled with those wallets.

Assets in the pooled wallets are held for clients and are not the property of Bank Ltd. or any other Buburuza company. We hold them separately from the assets of Bank Ltd. and other Buburuza companies and do not pledge or use them for our own obligations. Your ownership and recovery rights in an insolvency are determined by applicable law and the relevant proceedings; recovery may be delayed, and a shortfall that may lawfully be borne by clients is shared under section 10.3. We do not treat client assets as our operating funds, lend or pledge them for our own purposes, or

use one client's assets to meet another client's unrelated obligations. Deductions for your own established obligations are limited to section 8.3.

4.3 Security and recovery

We are responsible for the custody controls we operate, including authorised access, transaction approval settings, infrastructure configuration and backup and recovery arrangements. You are responsible for protecting your account credentials and devices, assigning appropriate permissions to your authorised users and promptly reporting suspected compromise to support@buburuza.com. We may require proportionate verification before changing access, permissions or withdrawal details. Use of valid credentials is not conclusive proof that a disputed transaction was authorised.

A backup or recovery arrangement aims to restore authorised access where technically possible. It is not a guarantee against every loss, of immediate restoration or of recovery of an irreversible transfer. No cold-storage allocation, access to an infrastructure workspace or particular recovery provider is promised.

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5 Asset units and valuation

Your entitlement is to the recorded quantity of the specified digital asset on the supported network, adjusted only for valid transactions, disclosed charges and other legally permitted adjustments. Similar names or prices do not make assets or networks interchangeable. Any USD or other currency figure shown is an estimate, not fiat held for you or a fixed repayment promise. A stablecoin may lose its reference value and may not be directly redeemable by you with its issuer. We give no peg, historical-value or issuer-solvency guarantee.

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6 Deposits, transfers and withdrawals

Use only the asset, network, address and any tag or memo shown on your Receive screen. You must have lawful authority over the assets and give reasonably required source, ownership and transfer information. Unsupported or incorrectly addressed transfers may be unrecoverable; we do not promise a recovery service, and any possible recovery and its fee are disclosed before it is attempted. A deposit is available after the applicable confirmations and checks; a pending record is not final settlement.

You may instruct a withdrawal to a supported lawful destination, subject to available assets, disclosed fees, network conditions and justified verification or restrictions under section 11. Stated times are estimates unless the app says otherwise. Where permitted, we explain a material delay, refusal or restriction. Final blockchain transfers may be irreversible; that does not remove a remedy for our breach.

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7 Instructions, conversions and moves between Buburuza services

We act on instructions you give through the app. A move between Crypto Custody and your account with Buburuza AI Inc., your card balance with Buburuza Payments LLC or a loan with us requires your instruction or an automatic rule you set; the receiving service's terms then apply. A conversion requires your transaction instruction or an expressly disclosed and enabled continuing rule. For an authorised conversion, your holdings change to the actual units acquired after disclosed charges; no one-for-one USD/USDC rate is promised unless confirmed for that

transaction. Acceptance of these Terms does not permit speculative trading, borrowing, leverage, use for our treasury or conversion into a new asset. The limited closure-conversion authority in section 12.2 is a separate mandate accepted with these Terms; it does not authorise other conversions or use of your assets.

We may use or replace service providers within the disclosed arrangement. A material change to custody protection, your entitlement or our responsibility follows section 14 and any required notice or acceptance. You may not access an infrastructure provider's administrative environment or bypass security controls.

8 Fees and records

8.1 Charges

Crypto Custody charges are your plan subscription under the Account Agreement and network fees for transfers you make, passed through at cost. There is currently no custody fee. If we introduce one, we give you at least 30 days' email notice, and you can withdraw your assets before it applies without paying it. For Earn, we keep 20% of the rewards actually received for your allocation, and the app shows your rate after that share. No Earn fee applies when rewards are zero, and it is never taken from your allocated assets. We give at least 30 days' notice before increasing that share. The app shows each charge, or how it is calculated, before you incur it. No other fee or minimum is created by these Terms.

8.2 Records

Your account shows your asset quantities, pending and reserved amounts and completed transactions, with statements and information required by law. Report discrepancies promptly.

8.3 Collection of amounts properly due

You authorise us to deduct from your Crypto Custody holdings, without a fresh instruction each time, disclosed custody and Earn fees actually earned and due, corrections of documented duplicate or erroneous credits, and, after notice, an established shortfall you owe under section 5.4 of the Crypto Loan Agreement. The amount must be properly established, and we record and explain each deduction. This authority covers only your own assets with us; it does not cover another person's assets, unproven claims or Buburuza's own obligations, and it does not create a general lien. Any conversion needed to collect follows the execution rate and disclosed charges.

9 Earn and staking

9.1 Instructed use only

Earn lets you allocate supported custody assets to a staking or other reward product when it is lawfully available to you. Acceptance of these Terms does not allocate assets, activate a product, authorise automatic staking of idle balances or promise availability in any country. Custody alone earns no interest, staking reward or other yield. Holding and staking BUB also follow the BUB Token Terms.

9.2 Your instruction and the details

You choose the product, asset, quantity and any lock-up or withdrawal option in the app and confirm. Before you confirm, the app shows the responsible company, any provider and its role, the asset and network, how rewards are calculated and paid, fees and commissions, lock-up and exit

conditions and material risks, including how losses are allocated. Those details are recorded with your instruction. They do not amend these Terms or add a guarantee. Any required acknowledgment is collected in the same flow.

Your confirmation authorises only the movements and staking operations shown for that allocation. It does not authorise use of other balances, a different strategy, borrowing against your assets or use for our purposes.

9.3 Labels, rewards and rates

Earn is not a deposit and not a savings account, is not insured and pays no interest. Before you confirm an allocation, the app shows the current variable reward rate after our share of rewards. Rewards vary, may be delayed and can be zero; past or estimated rates are not guaranteed. Rewards credited to you are those actually received and allocated to your position under the disclosed calculation, less disclosed fees. A lock-up period describes how long assets stay allocated; it does not promise a fixed return.

9.4 Exit and renewal

Allocated assets are shown separately from available custody balances. Unstaking and return follow the disclosed conditions, including any protocol unbonding period; the end of a lock-up does not guarantee immediate access while a release process is running. Automatic renewal, restaking or reinvestment of rewards requires your specific instruction or an expressly enabled rule that you can cancel. An automatic Earn allocation of referral rewards under the Referral Terms, or of card cashback under the Buburuza Card Terms, is such a rule once you have confirmed it after seeing the product details. If cashback or a reward paid in BUB is reversed under those terms, we may deduct the same number of BUB from your custody holdings, after telling you.

9.5 Earn risks

You may bear disclosed market, depegging, protocol, validator, slashing and provider losses to the extent they are lawfully allocable to you. You may lose some or all of the allocated assets or their value. We give no guarantee of principal, dollar value or rewards and do not replace assets lost through slashing. This does not excuse an unauthorised instruction, missing assets or our own breach.

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10 Risks and loss allocation

10.1 Market risk

Digital assets may lose some or all of their value. You bear changes in the market value of your assets, including depegging of a stablecoin against the US dollar, to the extent the law allows. We give no undertaking to maintain a value, repurchase an asset at par or pay the difference between an estimate and its realisable value.

10.2 Other risks

Relevant risks include network disruption, attacks, software defects, legal restrictions, provider failure and delayed or limited recovery. Only risks lawfully allocable to you are borne by you. An execution error, unauthorised use, missing assets or our breach of a custody duty is not market risk merely because a digital asset or supplier is involved.

10.3 Proportionate shortfall

If an independent provider failure or other event leaves a shortfall in the pooled wallets that may lawfully be borne by clients, available assets are shared in proportion to each affected client's recorded entitlement, subject to applicable law, mandatory priorities and any binding court or insolvency directions. Losses are not spread across unrelated assets, pools or Buburuza companies. A partial distribution does not by itself discharge a remaining claim. This rule creates no top-up or guarantee by us or any other Buburuza company.

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11 Restrictions and legal orders

We may limit a feature, refuse an instruction or temporarily restrict access where necessary to comply with a binding legal obligation, address an evidenced security or fraud concern, resolve a material verification deficiency or prevent a material breach. Restrictions are proportionate, reviewed and explained where disclosure is permitted. A restriction does not transfer ownership of assets to us and lasts only while its lawful basis continues. We comply with valid legal process under the applicable rules.

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12 Ending custody, closure and unclaimed assets

12.1 Withdrawing and closing

You may withdraw your custody assets without closing your Buburuza account. While your account stays open these Terms continue, even with a zero balance. Closing your Buburuza account also ends the Service. Before closure we settle pending instructions and arrange withdrawal or return of the assets owed, subject to justified restrictions and disclosed transfer costs. There is no separate closing fee.

12.2 Ending the Service at our initiative

For ordinary ending of the Service or closure at our initiative, including where your Buburuza account is closed at the account provider's initiative, we give at least 60 days' notice, or a longer mandatory period. Sooner action is limited to cases where the law or a real risk requires it, such as sanctions, fraud or a regulator's order. During the notice period you choose what happens to your assets: withdraw them to your own external wallet, move them to your Buburuza account or convert them. If you have given no instruction by the closing date, you authorise us, where lawful and executable, to sell your remaining available custody assets, including stablecoins, for US dollars at the execution rate at that time, deduct the disclosed conversion and transfer charges, and send the proceeds to your verified linked bank account. The closure notice identifies this default and the in-kind withdrawal you can choose instead. You bear any price movement, and we give no promise of a former USD value. This authority does not override a legal hold, an asset's unbonding or lock-up conditions, or a legal restriction on conversion or payment. If there is no linked bank account, the payment fails or an asset cannot lawfully be converted or paid out, we hold it and section 12.3 applies; nothing is forfeited. During the notice period, new deposits may be restricted where required by law, eligibility or the wind-down; existing asset-return rights remain. Deposits received after the closing date are returned where possible. We keep statements and records for at least five years after closing, or longer where law requires.

12.3 Death, incapacity and unclaimed assets

If we receive reliable evidence of death, incapacity or a dispute about authority, we protect the assets while verifying who may act, and give the authorised person a route to receive them without

having to open an ordinary account. Unclaimed assets are handled under the applicable legal regime, including required attempts to contact you. Inactivity does not make assets ours.

12.4 Asset support and continuity

We may stop supporting an asset or network for legal, security, technical or commercial reasons, with notice and a withdrawal or conversion route. Delisting does not transfer your assets to us. We do not undertake to support every fork, airdrop, reward or network change. If an infrastructure arrangement ends, we remain responsible for the continuity, migration or wind-down steps for our Service and for the assets owed to you. Our dispute or unpaid invoice with a supplier does not make your assets forfeitable.

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13 Liability

13.1 Rights that remain protected

Nothing in these Terms excludes or limits liability that the law does not allow us to exclude or limit. No cap limits our obligation to return assets you are entitled to, legally required reimbursement, or liability for our fraud, wilful misconduct or gross negligence. These obligations are measured by your actual entitlement and do not create a guarantee of a token's value or a provider's solvency. They are obligations of Bank Ltd. only; no other Buburuza company guarantees them.

13.2 Limits

Subject to section 13.1, our total aggregate liability for legally limitable damages arising from these Terms or the Service shall not exceed the greater of USD 100 and the custody and Earn fees you paid us in the six months before the first event giving rise to the claim. For a business customer, and to the extent the law allows, we are not liable for lost profits, business opportunities, goodwill or indirect, consequential or punitive damages. For consumers, these limits apply only to damages that may lawfully be limited, and mandatory local consumer rights remain. To the extent the law allows, we are not liable for events outside our reasonable control where we met our duties of prevention, mitigation and response; this does not excuse returning assets owed.

13.3 Your responsibility for third-party claims

To the extent the law allows, you are responsible for reasonable losses and costs of a third-party claim against us only to the extent caused by your fraud, unlawful conduct, material breach of these Terms or infringement of that party's rights, in proportion to your contribution.

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14 Changes, notices and general provisions

We give direct email notice at least 30 days before an adverse material change to these Terms, or longer where required, identifying the change, its effective date and your options. A legally necessary or urgent security change may apply sooner where lawful. Notices and records are delivered electronically under the Electronic Delivery and E-Sign Disclosure accepted with your account; accepted documents are downloadable inside your account.

We may transfer our rights or obligations only through a lawful process that preserves your mandatory protections. You may not transfer your rights without our approval where required. If a provision is invalid, the rest continues. Obligations that should survive closure, including returning assets, record-keeping and dispute rights, survive.

Personal information for the Service is processed by Bank Ltd. as described in the Buburuza Privacy Policy.

15 Complaints, law and courts

Send complaints, access issues or suspected unauthorised activity to support@buburuza.com, identifying the Service and the relevant facts. We acknowledge and investigate promptly and respond within the periods required by applicable law.

These Terms are governed by the law of the Union of Comoros. Disputes are resolved in the competent courts of the Union of Comoros. This does not remove mandatory consumer protections or a mandatory right to bring proceedings in your home country. There is no compulsory arbitration, class-action waiver or jury waiver, and no contractual time limit shorter than the statutory limitation period.

16 Legal status

Buburuza Bank Ltd. does not hold a licence in your country. It provides this service only to clients outside the United States and Canada who requested it on their own initiative, where that is permitted.

17 Contact

support@buburuza.com · +1 (855) 510-1222 · Privacy: dpo@buburuza.com. Never send passwords, security codes, private keys or recovery phrases.