Stablecoin Payment Services Agreement

This Stablecoin Payment Services Agreement ("**Agreement**"), effective as of the date that this Agreement is electronically accepted by you (**"Effective Date"**), sets forth the respective rights and obligations between the entity that is agreeing to the terms of this Agreement via electronic acceptance ("**you**" or "**your**" herein), zerohash llc, a limited liability company formed under the laws of the State of Delaware, U.S.A. ("**zerohash**"), and zerohash trust company llc, a North Carolina chartered trust company ("**ZHT**"), (zerohash and ZHT are collectively referred to herein as "**we**," "**us**," or "**our**"). You, zerohash, and ZHT may each be referred to herein individually as a "**Party**" and collectively the "**Parties**." Please read through this Agreement carefully before registering an Account (defined below) and accessing or using the Payment Services (as defined in Schedule A attached hereto).

BY REGISTERING AN ACCOUNT OR ACCESSING OR USING THE PAYMENT SERVICES, YOU AGREE TO BE LEGALLY BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT IN THEIR ENTIRETY, INCLUDING ANY TERMS INCORPORATED BY REFERENCE.

IF YOU DO NOT AGREE TO ANY OF THESE TERMS AND CONDITIONS, INCLUDING THE MANDATORY ARBITRATION PROVISION IN SECTION 16 (GOVERNING LAW & *DISPUTE RESOLUTION*), DO NOT REGISTER AN ACCOUNT OR ACCESS, USE, OR CONTINUE USING THE PAYMENT SERVICES. THE METHOD THROUGH WHICH THIS AGREEMENT IS MADE AVAILABLE TO YOU SHALL DICTATE THE TERMS APPLICATION TO YOU AS NOTED BELOW.

In consideration of the mutual covenants contained herein for other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Scope of Services

1.1 zerohash Stablecoin Payment Services

zerohash has entered into a partnership with Visa Global Services Inc. ("**Visa**") so that zerohash may enable Visa's clients to: (i) receive payments from each client's end customers in Stablecoins (defined below); (ii) send payments to third parties in the form of Stablecoins; (iii) pre-fund their Visa pre-positioned account balance using Stablecoins; (iv) pre-fund a zerohash Account using Stablecoins; and/or (v) facilitate other Stablecoin services as may be made available through Visa's platform. By accepting this Agreement, you, a client of Visa, are entering into a relationship with zerohash and ZHT whereby zerohash will permit you to access its technology platform ("**Platform**") through the Visa platform for the purpose of enabling zerohash and ZHT to perform certain Payment Services (defined below) for you through your relationship with Visa, which you may make available to your customers or other users of your platform or services (collectively, "**Customers**").

By registering an omnibus account with zerohash and ZHT ("**Account**") on the zerohash Platform through Visa, in accordance with the terms and conditions contained in this Agreement, you will be able to, on your own behalf or on behalf of your Customers, engage in the Payment Services described in Schedule A (*Stablecoin Payment Services*) attached hereto through the Platform, as elected by you through your relationship with Visa. The transactions, including Stablecoin deposit, withdrawal, buy, or sell transactions, or any other transaction described herein , you engage in during your use of the Payment Services are collectively referred to herein as "**Transactions**."

As used in this Agreement:

(a) "**Affiliate**" of any person means another person that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such first person. For the purposes of this definition, the term "control" (including "controlled by" and "under common control with") means possession, directly or indirectly, of power to direct or cause the direction of management or policies (whether through ownership of securities or partnership or other ownership interests, by contract or otherwise);

(b) "**Fiat Currency**" or "**Fiat**" means the coin and paper money of a country that is designated as its legal tender (e.g., U.S. dollars); and

(c) "**Stablecoin**" means a type of digital asset that is designed to maintain a stable value, typically by being pegged to a stable asset, like Fiat Currency (e.g., the U.S. dollar), but that is not itself legal tender (e.g., USD Coin or "USDC").

1.2 Access to the Platform

You may only access the Platform and the Payment Services through the Visa platform in the method made available to you by Visa. When accessing the Platform and using the Payment Services:

(a) You shall not attempt to access information that you have not been authorized to use by zerohash. If you inadvertently gain such access, you shall not use, disseminate, reproduce, redistribute or decompile any such information or applications.

(b) You shall not use the Platform or any feature of the Platform to post or transmit inappropriate information, including, without limitation, any information that may be deemed obscene, libelous, harassing, fraudulent, or slanderous, or post or transmit any information, software, or other material that is an invasion of privacy or publicity rights, or which is protected by copyright, trademark, service mark, database right or other proprietary right, unless first obtaining the permission of the owner or right holder.

(c) zerohash may monitor your use of the Platform and may monitor and record telephone conversations between you and zerohash with notice concerning your use of the Platform. In each case, zerohash may use any resulting information for its internal purposes at its discretion.

(d) zerohash may refuse to process or cancel any instruction delivered to zerohash by or through the Platform as required by Applicable Law (defined in Section 18.2 (*Compliance with Applicable Laws*) below) or in response to a subpoena, court order, or other binding government order. Moreover, zerohash may initiate the transfer of any Stablecoin if required by Applicable Law or in response to a subpoena, court order, or other binding government order.

(e) You shall not alter, delete, disable or otherwise circumvent any security device in order to gain unauthorized access to the Platform or Payment Services.

(f) You may enter instructions through the Platform to direct the use of your Account and the Payment Services. You authorize zerohash and ZHT to rely on any instructions you provide to zerohash and ZHT through Visa. zerohash and ZHT may, but are not obligated to, refuse to comply with any instruction provided by you if zerohash or ZHT believes, in their sole discretion, that your instructions are fraudulent or the resulting act would violate Applicable Law.

1.3 Limited License

zerohash hereby grants you a non-exclusive, non-transferable, non-assignable, non-sublicensable license for the Term (defined in Section 2 (*Term; Termination*) below) of this Agreement to indirectly access the Platform through the Visa platform for the limited purpose of accessing the Payment Services in accordance with this Agreement. zerohash shall have the right to terminate or suspend such license in accordance with the terms of this Agreement. In no event is any license or sublicense by zerohash of any the zerohash System (defined in Section 1.5 (*Use of the Platform and Payment Services*) below) or other rights or assets of any third-party provider pursuant to this Agreement intended to, nor shall zerohash be treated as having granted any license or sublicense rights that, exceed the rights of zerohash in such third-party provider rights or assets, nor that exceed the authority of zerohash to grant any such license or sublicense pursuant to any agreement between zerohash and any such third-party provider.

1.4 Reservation of Rights.

zerohash reserves all rights in its respective technology (including, but not limited to, the Platform and all APIs, SDKs, code, and other proprietary data contained therein) (collectively, "**Technology**"), Payment Services, and all intellectual property rights not expressly granted to you in this Agreement. Except for the limited rights and license granted in Section 1.3 (*Limited License*) above, nothing in this Agreement shall be construed to transfer from zerohash to you, your Affiliates, or any third party any rights, title, and/or interest in zerohash's Technology or the Payment Services including, without limitation, the intellectual property rights therein. Except to the extent that any intellectual property rights in zerohash's Technology or Payment Services are published or otherwise legitimately become matters of public record, zerohash's Technology and Payment Services are trade secrets of zerohash or one or more of its third-party providers. zerohash shall at all times be and remain the sole and exclusive owner of their respective Technology and Payment Services.

1.5 Use of the Platform and Payment Services.

You shall not use the Payment Services or Platform (together, the "**zerohash Systems**") for any purposes beyond the scope of the access granted in this Agreement. You shall not, directly or indirectly, permit or encourage any third-party to:

(a) Modify the features or functionality of, copy or create derivative works of the zerohash Systems in whole or in part;

(b) Rent, lease, lend, sell, license, sublicense, assign, distribute, publish, transfer, or otherwise make available, other than as authorized by this Agreement, the zerohash Systems, or any documentation provided by zerohash;

(c) Reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to any source component of the zerohash Systems, in whole or in part;

(d) Remove any proprietary notices from the zerohash Systems or zerohash documentation;

(e) Bypass or breach any security device or protection used for or contained in the zerohash Systems or zerohash documentation;

(f) Knowingly use the zerohash Systems or zerohash documentation in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property rights or other right of any person, or that violates any Applicable Law; or

(g) Externally distribute any competitive analysis of the zerohash Systems.

1.6 Service Suspension.

Notwithstanding anything to the contrary in this Agreement, zerohash and ZHT may temporarily suspend, your access to any portion or all of the zerohash Systems (a "**Service Suspension**") if zerohash or ZHT reasonably determine that:

(a) there is a threat or attack on any of their respective intellectual property;

(b) your use of zerohash Systems disrupts or poses a security risk to the zerohash Systems or to any other customer or vendor;

(c) you are using the zerohash Systems, or if zerohash or ZHT reasonably believe that you are using the zerohash Systems for fraudulent, illegal activities, or in violation of any of the representations warranties made by you to zerohash and ZHT in this Agreement;

(d) you become subject to any form of final order or settlement resulting in disciplinary action, suspension, or restriction by any federal or state agency or regulatory agency or any foreign governmental or regulatory body having authority over your business;

(e) the provision of the Payment Services is materially impacted by any Applicable Law; or

(f) any Third-Party Provider has suspended or terminated access to or use of any such Third-Party Provider Services (defined in Section 1.7 (*Third-Party Service Providers*) below) required to enable access to the zerohash Systems.

zerohash and ZHT represent that they shall use commercially reasonable efforts to: (1) provide notice to you of any Service Suspension, and to provide updates regarding resumption of access to the zerohash Systems following any Service Suspension, as applicable; and (2) resume providing access to the zerohash Systems as soon as reasonably possible after the event giving rise to the Service Suspension is cured. Notwithstanding anything to the contrary herein, you agree that zerohash and ZHT will not have any liability for any Losses (defined in Section 15 (*Disclaimer of Warranties; Limitation of Liability*) below) (including any loss of data or profits), or any other consequences that you or any of your Customers, or other users, may incur as a result of a Service Suspension.

1.7 Third-Party Service Providers.

This Agreement does not transfer any rights in or to data, systems, services, or intellectual property rights of any third-party provider utilized by zerohash or its Affiliates ("**Third-Party Provider Services**"), unless otherwise expressly provided herein.

1.8 Materials and Documentation.

All of the materials and documentation relating to the Payment Services, including the Third-Party Provider Services, are protected by United States and international patent, copyright, trademark and other intellectual property laws. The right to use the Payment Services, including the Third-Party Provider Services, is limited to use in connection with this Agreement and for your internal use.

1.9 Hosted Wallet Services

zerohash and/or ZHT will custody Stablecoins on your behalf in Hosted Wallets (defined below) as necessary to perform the Payment Services.

(a) Omnibus Hosted Wallets. zerohash and/or ZHT will act as custodian of any Stablecoins that you obtain from Transactions. Such Stablecoins shall be stored, on your behalf, by zerohash and/or ZHT (or their Sub-Custodians as described in Section 1.9(d) (*Sub-Custodians*) below) in one or more omnibus Hosted Wallets. A "**Hosted Wallet**" is defined herein as any software, application, service, device or tangible object that is used to record and store the alphanumeric character string that is required to transfer any Stablecoin (each a "**Private Key**") for Stablecoins that are associated with your Account. As used herein "**your Hosted Wallet**" shall mean the portion of any Hosted Wallet attributable to the Stablecoins you own as reflected in your Account and stored in a Hosted Wallet. zerohash and/or ZHT will track the balance and ownership of Stablecoins purchased through the Payment Services and stored in your Hosted Wallets. You may b able to view the balance of Stablecoins in your Account and stored in Hosted Wallets through the Visa platform, as determined by Visa. If you are unable to view your Account and Hosted Wallet balances through the Visa platform, you may contact support@zerohash.com at any time for Account and Hosted Wallet balance information. You are solely responsible for reviewing your Account balance for accuracy and for notifying us of any suspected errors via email at support@zerohash.com within twenty-four (24) hours of the time any such error was identified.

(b) Hosted Wallet Management. zerohash and/or ZHT (as applicable0 securely stores the Private Keys to your Stablecoins, which are used to process Transactions, in a combination of online Hosted Wallets, which includes those that are connected to the internet or other network or that are operating on a device that is connected to the internet or other network ("**Hot**

Wallets") and offline Hosted Wallets, which include those that are not connected to the Internet or other network or that are operating on a device that is not connected to the Internet or other network ("**Cold Wallets**"). zerohash and/or ZHT will use both Hot Wallets and Cold Wallets to store the Private Keys for Stablecoins you obtain from Transactions and deposits, which Private Key (or any portion thereof) is at all times held by zerohash and/or ZHT and/or their Sub-Custodians on your behalf using any method zerohash and/or ZHT deems necessary (including, but not limited to, through "Multi-Party Computation" or the splitting a Private Key into two or more shares with each share held by zerohash and/or ZHT and/or their Sub-Custodians). The types of Hot and Cold Wallets used and the manner and means of their use will be determined at zerohash and/or ZHT's discretion based on its then-current practices and procedures. The blockchain address used by zerohash and/or ZHT to hold any Stablecoins is not an indication of individual ownership of such Stablecoins.

(c) Custody Title, and Ownership of Stablecoins. Unless otherwise stated herein, all Stablecoins obtained by you from Transactions or deposits are custodial assets held by zerohash and/or ZHT for your benefit. Title to your Stablecoins shall at all times remain with you and shall not transfer to zerohash or ZHT (or their Sub-Custodians). The blockchain address used by zerohash and/or ZHT or their Sub-Custodians to hold any of your Stablecoins and the related Private Keys is not an indication of individual ownership of such Stablecoins. All interests in Stablecoins that zerohash and/or ZHT or their Sub-Custodians hold for Hosted Wallets are held for customers, are not property of zerohash, ZHT, or their Sub-Custodians, and are not subject to claims of zerohash's, ZHT's, or their Sub-Custodians' creditors. As the owner of Stablecoins in your Account, you shall bear all risk of Loss of any such Stablecoins. zerohash and/or ZHT and their Sub-Custodians shall have no liability for fluctuations in the Fiat Currency value of the Stablecoins owned by you and held in your Account and stored in Hosted Wallet(s). None of the Stablecoins held in your Account are the property of, or shall or may be loaned to, zerohash, ZHT, or their Sub-Custodians. zerohash, ZHT, and their Sub-Custodians do not represent or treat Stablecoins held in your Account as belonging to zerohash, ZHT, or their Sub-Custodians. zerohash, ZHT, and their Sub-Custodians may not grant a security interest in Stablecoins held in your Account. Except as required by Applicable Law, or except as provided herein, zerohash, ZHT, and their Sub-Custodians will not sell, transfer, loan, hypothecate, or otherwise alienate Stablecoins held in your Account unless instructed by you. You control the Stablecoins held in your Hosted Wallet(s) as reflected in your Account. At any time, subject to outages, downtime, and other applicable policies, you may either, as permitted by Visa, if applicable, sell any or all of your Stablecoins and withdraw the proceeds away from zerohash and/or ZHT or withdraw your Stablecoins by sending it to a different blockchain address controlled by you or a third party.

(d) Sub-Custodians. zerohash and ZHT may partner with a third-party custodian that is properly licensed and regulated to act as a Stablecoin custodian to store your Stablecoin on behalf of zerohash and/or ZHT (each a "**Sub-Custodian**"). In the case that some or all of your Stablecoins are held by a Sub-Custodian, the Sub-Custodian and not zerohash and ZHT shall be the custodian of those assets and the Private Keys to the assets' addresses, provided that your Stablecoin balance(s) will be recognized by zerohash in your Account.

(e) Insurance. Your Stablecoins held at zerohash and/or ZHT are not insured by any Regulated Insurance Scheme. You are solely responsible for maintaining insurance policies for Stablecoin stored by zerohash and/or ZHT on your behalf. zerohash and ZHT do not make any promises or warranties with respect to any insurance policies carried by zerohash and ZHT or Sub-Custodian, and you will not be able to make any claims against any insurance policies carried by zerohash, ZHT, or any Sub-Custodian.

(f) Omnibus Hosted Wallet Address. zerohash, ZHT, and their Sub-Custodians may use shared blockchain addresses, controlled by zerohash, ZHT, or their Sub-Custodians, to simultaneously hold Stablecoins on your behalf, and on behalf of other users. Stablecoins owned by zerohash, ZHT, and their Affiliates will be held in segregated blockchain addresses and will not be commingled with your Stablecoins. zerohash, ZHT, and their Sub-Custodians have no obligation to create segregated blockchain addresses for your assets. You only have ownership of and rights to those assets represented in your Account balance.

(g) Custodial Relationship. You hereby expressly authorize zerohash and ZHT to provide you with custody services. zerohash and ZHT are regulated financial institutions, as described in more detail in Section 18 (*Legal*) below. By signing this Agreement and becoming a customer of zerohash and ZHT, you hereby authorize zerohash and ZHT to custody your Stablecoins in either a depository account or a custody account controlled and secured by zerohash and/or ZHT.

You understand and agree that any omnibus accounts or shared wallets do not create or represent any relationship between you and any of our banking partners and do not create a custodial relationship with the same.

2. Term; Termination

(a) This Agreement shall commence on the Effective Date and shall continue in effect until terminated in accordance with this Section 2 (the "**Term**").

(b) Any Party may terminate this Agreement at any time on five (5) business days' written notice to the other Party (or in the event of Sections 2(b)(iii) or 2(b)(iv) below, immediately) in the event that:

(i) A Party fails to comply with the terms of this Agreement and after written notification by the non-breaching Party, fails to materially comply within ten (10) business days from said notification and such failure to comply with the terms of this Agreement has resulted or is likely to result in adverse consequences for the non-breaching Party;

(ii) Any representation, warranty or covenant of a Party in this Agreement is or becomes false or misleading and such false or misleading representation, warranty or covenant has resulted or is likely to result in adverse consequences for the non-breaching Party;

(iii) A Party is enjoined, prohibited, suspended or otherwise becomes unable, as a result of an administrative, regulatory or judicial proceeding, from engaging in business activities constituting all or substantial portions of, in the case of you, your business, or in the case of zerohash, its Stablecoin business; or

(iv) A Party becomes or is declared insolvent; voluntarily files or is the subject of a petition commencing a case under any chapter of Title 11 of the United States Code, which petition if filed involuntarily is not dismissed within thirty (30) days; makes a general assignment for the benefit of its creditors; admits in writing its inability to pay its debts as they mature; files an application or consents to the appointment of, or there is appointed, any receiver, or a permanent or interim trustee of that Party or any of its subsidiaries, as the case may be, or all or any portion of its property, including, without limitation, the appointment or authorization of a trustee, receiver or agent under Applicable Law or under a contract to take charge of its property for the purpose of enforcing a lien against such property or for the purpose of general administration of such property for the benefit of its creditors; files a petition seeking a reorganization of its financial affairs or to take advantage of any bankruptcy, reorganization, insolvency, readjustment of debt, dissolution or liquidation law or statute or files an answer admitting the material allegations of a petition filed against it in any proceeding under any such law or statute.

(c) zerohash and ZHT may terminate this Agreement on six (6) months' written notice in the event of your Change of Control. "**Change of Control**" for these purposes means either: (i) the sale of all or substantially all of the assets of a Party to an unaffiliated party; or (ii) any merger, consolidation or acquisition of the capital stock of a Party the result of which is that an unaffiliated third-party holds more than fifty percent (50%) of either the economics or voting capital stock of such Party.

(d) In addition to any other provisions for termination herein, this Agreement shall terminate immediately in the event that: (i) zerohash and/or ZHT cease to conduct their Stablecoin business; or (ii) the agreement between Visa and zerohash is terminated.

3. Representations, Warrants and Covenants

3.1 General Representations

You hereby represent and warrant to zerohash and covenant and agree with zerohash and ZHT, as applicable, that:

(a) You are an entity as stated in the introduction paragraph above and are duly organized, validly existing and in good standing under the laws of the jurisdiction of your organization and are in good standing under the laws of any country or governmental body having jurisdiction over your activities and are qualified, registered, and licensed to conduct the business contemplated by this Agreement.

(b) You have, and shall retain, all the requisite authority and are in material compliance with all Applicable Laws required to enter into this Agreement and to utilize the Payment Services by, for, or on behalf of your Customers. You shall: (i) provide to zerohash any documentation or evidence to establish that you are properly licensed and authorized to engage in the Payment Services by, for, or on behalf of your Customers; and notify zerohash of any material impact or change to your previously represented licensing and/or registrations. zerohash may terminate this Agreement immediately in the event you no longer retain the requisite authority or are no longer in material compliance with all Applicable Laws required to enter into this Agreement and to utilize the Payment Services by, for, or on behalf of your Customers.

(c) You are, and shall remain, in material compliance with all Applicable Laws necessary for your use of the Payment Services, including any anti-money laundering ("**AML**") and know-your-customer ("**KYC**") requirements and sanctions enforcement in all jurisdictions where you operate as required by Applicable Law. You shall provide evidence of your compliance with Applicable Laws upon request by zerohash. Such evidence may include, but is not limited to, documents and information establishing that you maintain the licenses and registrations with relevant governmental and/or regulatory bodies and have developed and maintained adequate AML/KYC, transaction monitoring, travel rule, and sanctions compliance programs.

(d) You shall conduct business only with Customers, or other users, who are engaged in legitimate and lawful business activities, to engage in financial transactions using Fiat funds that are derived solely from lawful activities and legitimate sources, and not to have involvement in any activity that facilitates money laundering or the funding of terrorist or other criminal activities. You shall comply with applicable AML laws including the jurisdictions applicable to you and the services you provide to your Customers, including, as applicable, the relevant provisions in, and rules promulgated pursuant to, the U.S. Criminal Code (18 U.S.C. §§ 1956, 1957), the Bank Secrecy Act, and the USA PATRIOT Act of 2001.

(e) You shall, now and at all times during your use of the Payment Services, reside or be domiciled in a jurisdiction permitted by zerohash (each a "**Permitted Jurisdiction**") (and you will not register an Account or use the Payment Services if you reside or are domiciled outside a Permitted Jurisdiction, even if our methods to prevent you from registering an Account or using the Payment Services are not effective or can be bypassed. The list of Permitted Jurisdictions is available here, which is incorporated herein by reference, zerohash will keep up to date, and which may be updated from time to time without prior notice to you.

(f) You may not register, access, or use the Payment Services if you or your Customers are located in, under the control of, or a citizen or resident of any non-Permitted Jurisdiction or state, country, territory, or other jurisdiction to which the United States, United Kingdom, or European Union (or any other jurisdiction in which zerohash or its Affiliates operate in) has embargoed goods or services, or where your use of the Payment Services would be illegal or otherwise violate any Applicable Law of such jurisdiction (or any other jurisdiction in which zerohash or its Affiliates operate in) including, but not limited to, any sanctioned country as listed by the U.S. Treasury Department's Office of Foreign Assets Control or any foreign equivalent ("**Restricted Jurisdiction**"). We may implement controls to restrict access to the Payment Services from any Restricted Jurisdiction, including withholding the ability to withdraw assets as reasonably required by Applicable Law. You are not under the control of, or a citizen or resident of any Restricted Jurisdiction and you will not access or use any Payment Services while located in any Restricted Jurisdiction, even if our methods to prevent access to and use of the Payment Services from these jurisdictions are not effective or can be bypassed. You shall implement reasonable controls to ensure that your Customers are not able to access, directly or indirectly, the Payment Services from any jurisdiction not listed as a Permitted Jurisdiction including, but not limited to: (i) screening, monitoring, and/or blocking of legitimate and spoofed IP addresses; and (ii) restricting access based on geographical location.

(g) You will share any information about any of your Customers and/or their use of the Payment Services upon reasonable request by zerohash. Sharing Customer information with zerohash in accordance with this Agreement does not and will not violate any Applicable Law or any contractual obligation to which you are subject to or bound by.

(h) You will not misrepresent to Customers or mislead your Customers in your platform's front-end or webpage disclosures, marketing materials, or in any other communications with Customers, including, but not limited to, representing that Stablecoin balances held in your Account are insured or protected by any government insurance scheme for the protection of deposits, securities, or other financial instruments or assets offered by a regulated entity in a particular jurisdiction (including, but not limited to, the U.S. Federal Deposit Insurance Corporation, U.K. Financial Services Compensation Scheme, U.S. Securities Investor Protection Corporation, etc.) (a "**Regulated Insurance Scheme**") or any private insurance.

(i) You shall remain solely responsible for compliance with any legal or regulatory obligations imposed on you but performed by zerohash hereunder.

(j) There is no pending or, to its knowledge, threatened against you or your beneficial owners, action, suit, or proceeding at law or in equity or before any court, tribunal, governmental body, agency or official or any arbitrator that is likely to affect the legality, validity or enforceability of this Agreement against you or affect your ability to perform your obligations under this Agreement.

(k) Neither zerohash, ZHT, nor any of their Affiliates provide any legal, regulatory or tax advice regarding your access to or provision of any Payment Services. You shall seek your own legal, regulatory, or tax advice with respect to the matters contemplated in this Agreement.

(l) zerohash and ZHT shall not be responsible for reporting any tax information to any applicable tax authority with respect to your Stablecoin activity. You shall remain solely responsible for any and all tax reporting obligations as may be applicable to you and your services to Customers.

(m) You have performed your own legal, regulatory, and tax review on any Stablecoins that you decide to engage in under the Payment Services or that you decide to make available to your Customers. zerohash's and ZHT's support of any Stablecoins is not an endorsement by zerohash or ZHT for you to make such Stablecoins available to your Customers.

(n) You have commercially reasonable security systems and compliance procedures in place to prevent violations of Applicable Law and unauthorized access, use or misuse of the Platform and the Payment Services including, without limitation, not knowingly or negligently introducing or permitting to be introduced any computer viruses, worms, or other harmful codes into any of the systems or technology maintained, operated, or used by zerohash in during zerohash's and ZHT's performance of the Payment Services.

(o) You will notify zerohash immediately if you become aware of any unauthorized access to or use of the Payment Services through your Account.

3.2 Restricted Persons and Activity

You hereby represent and warrant that neither you nor any of your Customers:

(a) are located in, under the control of, or a national or resident of any country to which the United States, United Kingdom, or European Union (or any other jurisdiction in which zerohash or its Affiliates operate in) has embargoed goods or services;

(b) have been identified as a “Specially Designated National” by the U.S. Office of Foreign Assets Control or (similar designation under any other jurisdiction in which zerohash or its Affiliates operate in);

(c) have been placed on the U.S. Commerce Department’s Denied Persons List (or similar designation under any other jurisdiction in which zerohash or its Affiliates operate in); or

(d) will use the Payment Services if any Applicable Law in your (or a Customer of yours) country prohibits you or your Customer from doing so in accordance with this Agreement.

You shall not use our Payment Services if you are at any time hereafter designated a restricted person in accordance with this section or to conduct any illegal or illicit activity.

3.3 Prohibited Uses

Neither you nor your Customers shall knowingly use the Payment Services to engage in the categories of activity listed below (“**Prohibited Uses**”) or make the Payment Services available to any third-party provider that is engaged in Prohibited Uses. The specific types of uses listed below are representative, but not exhaustive. You shall not knowingly use the Payment Services to do or make the Payment Services available to any third-party provider in furtherance of any of the following:

(a) Unlawful Activity. Activity which would: (i) violate, or assist in violation of, any law, statute, ordinance, or regulation, sanctions programs administered in the countries where zerohash or its Affiliates conduct business, including, but not limited to, the U.S. Department of Treasury’s Office of Foreign Assets Control, or which would involve proceeds of any unlawful activity; or (ii) constitute the publishing, distributing, or disseminating of any unlawful material or information.

(b) Abusive Activity. Actions which: (i) impose an unreasonable or disproportionately large load on zerohash’s or ZHT’s infrastructure, or detrimentally interfere with, intercept, or expropriate any system, data, or information; (ii) transmit or upload any material to zerohash that contains viruses, Trojan horses, worms, or any other harmful or deleterious programs; (iii) attempt to gain unauthorized access to the Payment Services, computer systems or networks connected to the Payment Services, through password mining or any other means; (iv) use personal or private information of another party to access or use the Payment Services; or (v) transfer your access or rights to the Platform to a third party, unless by operation of law or with the express permission of zerohash and ZHT.

(c) Abuse Other Users. Actions which: (i) interfere with another zerohash user’s access to or use of any Payment Services; (ii) defame, abuse, extort, harass, stalk, threaten or otherwise violate or infringe the legal rights (such as, but not limited to, rights of privacy, publicity and intellectual property) of others; or (iii) harvest or otherwise collect information from zerohash about others, including, without limitation, email addresses, without proper consent.

(d) Fraud. Activity which: (i) operates to defraud zerohash, its Affiliates, or other zerohash users, or any other person; or (ii) provides any false, inaccurate, or misleading information to zerohash.

(e) Gambling. Activity that constitutes illegal lotteries, bidding fee auctions, sports forecasting or odds making, internet gaming, contests, sweepstakes, or games of chance.

(f) Intellectual Property Infringement. Engaging in transactions involving: (i) items that infringe or violate any copyright, trademark, right of publicity or privacy or any other proprietary right under the law, including but not limited to sales, distribution, or access to counterfeit music, movies, software, or other licensed materials without the appropriate authorization from the rights holder; (ii) the use of zerohash or its Affiliates' intellectual property, name, or logo, including use of zerohash or its Affiliates' trade or service marks, without express written consent from zerohash, as applicable, or in a manner that otherwise harms zerohash, its Affiliates, or zerohash's and/or its Affiliates' brand; or (iii) any action that implies an untrue endorsement by or affiliation with zerohash.

(g) Access of Services from Prohibited Jurisdictions. Any activity that directly or indirectly permits Customers, users, or any other persons to access or receive as a beneficiary of any zerohash services from or in a Prohibited Jurisdiction, including the delivery or receipt of Fiat or Stablecoin funds to or from your Account.

(h) Written Policies. You may not use the Payment Services, nor may you facilitate usage or access to the Payment Services, in a manner that violates, or is otherwise inconsistent with, any operating instructions promulgated by zerohash.

You shall have in place commercially reasonable policies, procedures, and technical programs to ensure your and your Customers' compliance with this section. If you have any questions concerning the application of this section to your use of the Payment Services, you may contact zerohash and ZHT at support@zerohash.com.

3.4 Restricted Business Activity

You shall not use the Payment Services or otherwise use your Account in connection with any of the businesses, activities, or practices listed here, which is incorporated herein by reference and which may be updated from time to time without prior notice to you. You represent and warrant that you have commercially reasonable policies and procedures in place to ensure compliance with this section. If you have any questions concerning the application of this section to your use of the Payment Services, you may contact zerohash at support@zerohash.com.

3.5 Code of Conduct

You represent and warrant that you have read, understood, and agree to comply with the zerohash Code of Conduct available here (which is incorporated herein by reference and which may be updated from time to time without prior notice to you) at all times when accessing your Account or otherwise using the Payment Services.

3.6 zerohash and ZHT Representations

zerohash and ZHT represent and warrant to you and covenant and agree with you that:

(a) zerohash, ZHT, and their applicable Affiliates are legal entities duly organized, validly existing and in good standing under the laws of the jurisdiction of their formation and are in good standing under the laws of any country or governmental body having jurisdiction over its activities and is qualified to conduct the business contemplated by this Agreement.

(b) zerohash, ZHT, and their applicable Affiliates are duly licensed or registered to provide the Payment Services (where required), are in good standing to engage in such activities in those jurisdictions in which they operate, and are in material compliance with all Applicable Laws.

(c) zerohash will acquire from you all account documentation and Identifying Information (defined below) required in order for such you to open an Account to receive the Payment Services.

(d) zerohash and ZHT have all organizational authority necessary to enter into this Agreement to perform the Payment Services as described herein.

4. Compliance Obligations

4.1 Onboarding

You shall: (i) complete, at execution of this Agreement and at least once annually thereafter during the Term, a compliance certification form provided by zerohash concerning your business, financial, and compliance practices; (ii) within six (6) months of the effective date of this Agreement, complete and pass zerohash's compliance onboarding process (the requirements of which will be provided to you by us in advance) prior to making the Payment Services available to Customers and shall provide all documents, materials, and other information reasonably requested by zerohash to complete such process which may include, but is not limited to, evidence of your (a) compliance with Applicable Law, (b) banking relationships, and (c) financial ability to support providing the Payment Services to Customers; and (iii) provide zerohash with written notification of any material changes to the documentation or information provided pursuant to this section. Failure to adhere to the terms of this section shall constitute a material breach of this Agreement.

Notwithstanding anything herein to the contrary, if zerohash determines, in its good faith and commercially reasonable discretion, during the foregoing onboarding process that zerohash is unable to work with you pursuant to zerohash's bona fide Compliance Programs (defined in Section 6.2 (*Account Maintenance*) below) or if otherwise required by Applicable Law, then zerohash may terminate the Agreement with written notice to you.

4.2 Audits

The Parties agree to cooperate with one another in any audit performed pursuant to the terms of this Agreement or in accordance with any internal, external, regulatory, or legal audit, by timely responding to all reasonable requests and making documents and information available to one another as required and necessary, provided that the provision of such documents and information complies with Applicable Law. Upon written request from zerohash or ZHT, you shall promptly correct any errors, omissions, or other issues identified in any audit. Such cooperation may require you to supply detailed records relating to your Customer relationships, including account history, compliance escalations, complaints and Customer communications, and transaction confirmations and/or receipts provided to Customers.

zerohash or ZHT may, at their own expense and not more often than semi-annually, on reasonable prior notice, engage a mutually agreed upon third-party to inspect and audit your records with respect to matters covered by this Agreement (such audit and inspection shall be subject to applicable privacy laws and protection of your Customers' personal data and information).

4.3 Maintenance of Records

Each Party will maintain its books and records on a basis consistent with generally accepted practices in their respective industries and all Applicable Laws and regulatory guidelines. With respect to records necessary to accurately determine amounts due to zerohash or ZHT hereunder, you shall maintain such records for a period of one (1) year after the termination or expiration of this Agreement. With exception to the foregoing or as otherwise required by Applicable Law, no Party shall have any obligation to maintain, or make available to the other Parties, such books and records after termination of this Agreement, except that, upon reasonable written request by a Party, and at the requesting Party's expense, the other Party or Parties shall provide books and records requested by such Party, to the extent such records are still maintained by and reasonably accessible by the other Party, to assist the requesting Party with any regulatory investigation, inquiry, allegation, charge or proceeding and any arbitration, litigation or other dispute.

5. <u>Account Registration and Authorizations</u>

5.1 Identifying Information

During the Account registration process, you must provide zerohash with information and documentation that we request for the purpose of establishing and verifying your identity ("**Identifying Information**"). Identifying Information will be retained by us at our discretion and may be made available to any governmental authority or self-regulatory organization upon reasonable request in accordance with Applicable Laws. You shall provide accurate, current, and complete Identifying Information as requested by zerohash. From time to time, zerohash may require you to re-verify your Identifying Information at its discretion and as a condition to your continued access to and use of your Account and the Payment Services.

5.2 Verification

You hereby authorize zerohash, or a third-party service provider that we designate, to take any measures that we consider necessary to confirm and continue to maintain confirmation on an ongoing basis the Identifying Information you provide, verify and authenticate your Identifying Information, and take any action zerohash deems necessary based on the results. You acknowledge and agree that this process may result in a delay in registering your Account, and that you will not be authorized to access or use the Payment Services until your Account registration has been successfully completed.

5.3 Account Authorizations

You acknowledge and agree that your Account is self-directed and/or at the instruction of your Customers, and you hereby appoint zerohash and ZHT as your agents for the purpose of carrying out your instructions (which may be on your Customers' behalf) to zerohash and ZHT in accordance with this Agreement. zerohash and ZHT may rely on your instructions and shall not be liable for relying on and executing on such instructions. You hereby authorize zerohash and ZHT to open and close your Account, collect and offset any Fees or other amounts due to zerohash and ZHT (as applicable), and take such other steps as are reasonable to carry out your instructions.

5.4 Account Due Diligence Requirements

You shall complete and respond to any commercially reasonable due diligence requests and review process performed by zerohash and ZHT so that zerohash and ZHT may confirm any representations, warranties, or agreements provided by you to zerohash under this Agreement.

5.5 Your Relationship to zerohash and ZHT

If you are: (i) located and/or organized in a U.S. State or jurisdiction listed here (which is incorporated herein by reference and which may be updated from time to time without prior notice to you); or (ii) located and/or organized outside of the United States, then you are a customer of both zerohash and ZHT and you expressly authorize zerohash to provide certain services through ZHT, including, but not limited to, Hosted Wallet Services described in Section 1.9 (*Hosted Wallet Services*) and other services described elsewhere in this Agreement. If you are a customer of ZHT in accordance with the foregoing, then this Agreement constitutes a contract between you, zerohash, and ZHT, and you expressly agree that you may receive services under this Agreement provided by ZHT.

If you are located in the U.S. but not located in a State or jurisdiction listed here, then you may receive services from, and are customers of, zerohash only (unless expressly provided otherwise by zerohash). If you are a customer of zerohash only as described herein, this Agreement constitutes a contract between you and zerohash only.

6. Account Management

6.1 Platform Account Access

You may only access your Account through Visa using the method authorized or required by Visa ("**Access Method**").

You shall not share your Access Method with any third-party or permit any third-party to gain access to your Account, and you hereby assume responsibility for any instructions or actions provided or taken by anyone who has accessed your Account regardless of whether the access was authorized or unauthorized.

6.2 Account Maintenance

You are required to maintain the information associated with your Account ("**Account Profile**") updated at all times, and you agree to update your Account Profile immediately upon any changes to Identifying Information that you previously provided. YOU UNDERSTAND THAT A CHANGE IN YOUR RESIDENCE OR JURISDICTION OF FORMATION MAY IMPACT YOUR ELIGIBILITY TO ACCESS AND USE THE SERVICES, AND HEREBY AGREE TO NOTIFY US IN ADVANCE OF ANY CHANGE IN YOUR STATE/TERRITORY/PROVINCE/COUNTRY OF RESIDENCE, FORMATION, OR DOMICILE. PLEASE REFER TO OUR LIST OF PERMITTED JURISDICTIONS IN SECTION 3.1(e) ABOVE.

As part of our legal compliance programs ("**Compliance Programs**"), we will monitor your Account and your use of the Payment Services, and review your Identifying Information and any activity on an ongoing basis, as may be required by Applicable Law and/or pursuant to our internal policies and procedures. At any time, we may require you to provide us with additional Identifying Information, or any other information reasonably requested, as a condition to your continued access to and use of your Account and the Payment Services. During such time, your access to and use of your Account and the Payment Services may be temporarily restricted.

6.3 Account Security

You are solely responsible for managing and maintaining the security of your Access Method and any other forms of authentication, and we are not responsible (and you will not hold us responsible) for any unauthorized access to and or use of your Access Method and/or Account ("**Unauthorized Access**").

You shall notify us as soon as you become aware of or suspect any Unauthorized Access by emailing support@zerohash.com.

6.4 Unauthorized Account Activity

You are solely responsible for monitoring your Account for unauthorized or suspicious instructions, actions, or transactions ("**Unauthorized Activity**"), and agree that we are not responsible (and you will not hold us responsible) for any Unauthorized Activity.

You shall protect your Account from Unauthorized Activity by: (i) reviewing, on an ongoing basis, your Transaction history and your Account profile; (ii) reviewing, immediately upon receipt, any Transaction receipts, confirmations and notices that we may provide through the Platform, post to your Account or send to your email address associated with your Account; and (iii) verifying that you received a confirmation from the Platform that an order or instruction you provide is received, executed or canceled, as applicable, and (iv) in the event of not having received any such confirmation, notifying us and the Platform within twenty-four (24) hours of such order or instruction.

6.5 Potentially Fraudulent Activity

Any actual or suspected Unauthorized Access and/or Unauthorized Activity will be treated by zerohash as potentially fraudulent ("**Potentially Fraudulent Activity**"). You shall notify us within twenty-four (24) hours if you become aware of or suspect any Potentially Fraudulent Activity by emailing support@zerohash.com. For the avoidance of doubt, you are deemed to be aware of Potentially Fraudulent Activity upon receipt of any notice of the occurrence of such activity. Upon receipt of written notice via email to support@zerohash.com from you of any Potentially Fraudulent Activity, zerohash will take reasonable and timely steps to protect your Account, including, for example, by temporarily restricting access to your Account, and/or suspending any pending orders.

You shall promptly report any Potentially Fraudulent Activity to legal authorities and provide us a copy of any report prepared by such legal authorities via support@zerohash.com. In the event of an investigation of any Potentially Fraudulent Activity, you further agree to: (i) cooperate fully with the legal authorities and zerohash and ZHT in such investigation; (ii) complete any required affidavits promptly, accurately and thoroughly; and (iii) allow zerohash or ZHT, or any third-party designated by us, access to your mobile device, computer, and network as may be relevant to such investigation. Any failure to cooperate in any such investigation may cause delays in regaining access to your Account and any Stablecoin held in your Hosted Wallet(s).

6.6 Errors.

You are solely responsible for reviewing your Transactions receipts and for monitoring your Transaction and Account history for any errors (or any Potentially Fraudulent Activity, as outlined in Section 6.5 (*Potentially Fraudulent Activity*) above). You are solely responsible for reviewing any zerohash and ZHT provided confirmations or and/or receipts for accuracy and for notifying us of any suspected errors (or if you did not receive a confirmation or receipt or Transaction cancellation notice) via email at support@zerohash.com within twenty-four (24) hours of the time any such Transaction occurred or was cancelled. You hereby waive your right to dispute any Transaction unless you notify us of any objections within the foregoing twenty-four (24) hour period. Notwithstanding the foregoing, regardless of whether or not you notify us within twenty-four (24) hours: (i) Transactions may be irreversible if the Stablecoin is sent outside the control of zerohash or its Affiliates, and therefore zerohash's and its Affiliates' ability to reverse such a transaction may be limited or impossible, and accordingly, Losses due to fraudulent, accidental, or erroneous transactions may not be recoverable; and (ii) zerohash and its Affiliates shall not be held liable for or be obligated to correct any suspected errors. zerohash, its applicable Affiliates, and any other applicable source of Stablecoin liquidity ("**Liquidity Provider**") reserves the right, but has no obligation to, and shall not be held liable should we declare null and void a Transaction that zerohash considers in its sole discretion to be erroneous for any reason (each, an "**Erroneous Transaction**"). You are responsible for ensuring that the appropriate price and Transaction type is submitted when you place each Transaction instructions and that a simple assertion by you that a mistake was made in entering a Transaction, or that you failed to pay attention to or update a Transaction, shall not be sufficient to establish it as an Erroneous Transaction. If zerohash and/or its applicable Affiliate determines that a given Transaction is an Erroneous Transaction, zerohash or its applicable Affiliate may, at our sole discretion, declare it null and void, in whole and in part, even if you do not agree to cancel or modify it, in which case you shall return the Stablecoin or Fiat funds received in the Erroneous Transaction.

7. Disabling Account

7.1 Disabling Your Account

You may disable your Account at any time and for any reason unless zerohash believes, at our sole discretion, that such action is being performed in an effort to evade an investigation. Disabling an Account will not affect any rights or obligations incurred prior to the date of closure in accordance with this Agreement.

You are solely responsible for any fees, costs, expenses, charges or obligations (collectively, "**Costs**") associated with the closing of your Account. In the event any incurred Costs exceed the value of your Account, you are responsible for reimbursing zerohash and ZHT the value of such Costs and that you will remain liable to zerohash and ZHT for all obligations incurred in your Account, pursuant to this Agreement, or otherwise, whether arising before or after the closure of your Account or the termination of this Agreement.

zerohash will retain your Account information in accordance with Applicable Law.

7.2 Account Suspension or Termination

By using the Payment Services, we have the right to immediately suspend or terminate your Account and/or freeze any Stablecoin balance(s) in your Hosted Wallet(s), if applicable, without prior notice if: (i) we suspect, at our sole discretion, you to be in violation of any provision of this Agreement, our Compliance Programs, or any Applicable Laws; (ii) we are required to do so by law or by any regulatory authority, court order, facially valid subpoena, or binding order of a government authority; (iii) we suspect any suspicious or Unauthorized Activity or any actual or attempted Unauthorized Access to your Account or Access Method; or (iv) the Account has not been accessed in two (2) years or more. zerohash and ZHT may surrender any unclaimed or abandoned Fiat Currency or Stablecoins held on your behalf in accordance with each applicable escheatment requirements (a/k/a abandoned property laws).

If your Account has been suspended or terminated, you will be notified when you attempt to access the Payment Services. We may, at our sole discretion and as permitted by Applicable Law, provide written notice that your Account has been suspended or terminated.

Upon termination of your Account, unless prohibited by Applicable Law, we may, at our sole discretion, return any remaining Stablecoin balance(s) in your Account to you (if any).

8. <u>Stablecoins</u>

8.1 Supported Stablecoins

The Stablecoins made available to you by zerohash and ZHT during your use of the Payment Services will be the Stablecoins mutually agreed between zerohash and Visa ("**Supported Assets**"). Notwithstanding the foregoing, zerohash may delist a Supported Asset, at any time and for any reason at our sole discretion, including but not limited to changes in a given Supported Asset's characteristics or due to a change in the Supported Asset's regulatory classification. If you are located in New York, you may only access those Supported Assets that zerohash is permitted to make available to New York residents.

zerohash and ZHT will provide you with at least thirty (30) days' prior written notice if we will cease support for a Supported Asset unless prior notice is not practicable or possible given the circumstances, as determined by zerohash and ZHT in their reasonable discretion. Subject to your own due diligence review, you may make available to Customers any Supported Assets. If you make any Supported Asset available to Customers but subsequently decide that you will disable support for the Supported Asset (a "**Delisted Asset**"), then you shall: (i) provide zerohash and ZHT with at least thirty (30) days' written notice prior to disabling the Delisted Asset; and (ii) provide all required notices to Customers affected by the disabling of the Delisted Asset. zerohash and ZHT shall not be liable to you for their decision to support or not support any Stablecoin, including their decision to remove a Supported Asset from the Platform or limit its availability in any way.

8.2 Risks of Stablecoins

Engaging in the Payment Services involves risks. By executing the Agreement and using the Payment Services, you acknowledge and agree that you are familiar with the potential risks and accept all liability and responsibility, including without limitation the risks listed below, as well as the general risks applicable to all digital assets described in further detail here, which is incorporated herein by reference and which may be updated from time to time without prior notice to you.

(a) <u>Settlement timing risks and reliance on third-parties</u>. Transactions that require the conversion of Fiat to/from Stablecoins may be delivered to third-parties, including an exchange, Liquidity Provider, the issuer of a Stablecoin (e.g., Circle Internet Financial, LLC as the issuer of USDC), or other applicable third party for conversion. Stablecoin issuers, Liquidity Providers, and other third-parties, including banking and financial institutions, may take an extended amount of time to settle Stablecoin conversions to and from Fiat and deliver the resulting assets to zerohash. Such timelines and delays may impact zerohash's ability to deliver the designated assets to any designated recipient. Stablecoin issuers, Liquidity Providers, and other third-parties may also impose transaction fees, which, unless otherwise agreed between zerohash and Visa, may be passed to you, and transaction limits that may impact the timing of a transaction or zerohash's ability to fulfill Transactions. Additionally, Stablecoin issuers, Liquidity Providers, and other third-parties may be subject to legal and regulatory changes that may impact their ability to continue supporting any issued Stablecoin or that may impact their ability to issue, redeem, trade, swap, or liquidate certain Stablecoins. The assets, algorithms, proofs or reserves backing Stablecoins are solely determined by the Stablecoin issuers or developers, and not by zerohash.

(b) Risk of a Stablecoin De-Peg Event. Fiat-backed Stablecoins may "de-peg" substantially from their intended pricing of 1:1 to the underlying Fiat Currency, such as USD or any other applicable Fiat Currency, at any time, including after a Transaction order has been received by zerohash and final settlement of a Stablecoin to Fiat Currency or Fiat Currency to Stablecoin Transaction. A "de-peg" may result from, among other things, market instability, an exploitation of the Stablecoin's network or networks, technical issues with the token issuer or any institution holding reserves on behalf of the issuer, including a breach of the issuer's or its custodians' information systems, issuer or custodian insolvency, failures of third parties or financial institutions involved in the issuance, stability, and operation of the Stablecoin and/or its network, or any other force majeure event.

(c) No Guarantee by zerohash. Unless expressly stated otherwise by zerohash, zerohash is not the issuer of any Stablecoin, does not hold proprietary reserves of Stablecoins, and has no obligation to repurchase Stablecoins for Fiat Currency or to ensure sufficient backing or liquidity of any Stablecoin. zerohash does not guarantee the timing of the delivery of funds (whether Stablecoins or Fiat Currency) to any designated recipient. zerohash further does not guarantee pricing of Stablecoins during Transaction settlement periods. zerohash must follow your instructions when facilitating a Transaction and cannot guarantee access to any Stablecoins or Fiat funds that are transferred away from zerohash for any reason, including for Misdirected Assets (defined in Section 8.3 (*Misdirected Asset Recovery Procedure*) below). Upon receipt and execution of your instructions, zerohash may not be able to recover any part of the assets subject to the Transaction, but may be able to assist with recovery. zerohash may pass third-party imposed fees, including Stablecoin issuer fees, on to customers. zerohash and its Affiliates, including without limitation, ZHT or ZHLS, shall not be liable in any way for any delays caused by issuers, Liquidity Providers, or other third-parties, including any real or hypothetical Losses that may result from a delay in processing any Transactions to a designated recipient away from zerohash or from a de-peg that may occur during Stablecoin transaction settlement. zerohash may, in its sole discretion, refuse any Transaction or return any Stablecoins, or Fiat funds, in whole or in part, if zerohash reasonably determines that settlement of a requested Transaction presents undue risk to zerohash, its Affiliates, or any zerohash customers.

8.3 Misdirected Asset Recovery Procedure.

If zerohash or ZHT receives an unsupported Stablecoin or otherwise receives a Supported Asset on the wrong network from you or any other third party on your behalf (each a "**Misdirected Asset**"), then you must submit an asset recovery request to Visa (each an "**Asset Recovery Request**") who will then submit the Asset Recovery Request to zerohash in accordance with zerohash's Asset Recovery policy. Your or your applicable Customer's failure to assist zerohash and/or Visa in their recovery of any Misdirected Asset may lead to a delayed recovery or no recovery at all, and zerohash and its Affiliates shall not be liable to you or your Customers for any Losses arising out of such delayed recovery or lack of recovery.

9. Force Majeure Events

A Party shall not have any liability for any failure to perform or delay in performing its obligations under this Agreement due to any act of God, act of governmental authority, change in law or regulation, war, criminal act, fire, explosion, earthquake, flood, weather condition, power failure, transportation, pandemic (including COVID-19) or other event beyond the reasonable control of the Party (a "**Force Majeure Event**").

10. Disciplinary Action, Suspension, or Restriction

If a Party or any of its Affiliates, or any officer, director, manager, key employee or contractor of such Party, becomes subject to any form of final order or settlement resulting in disciplinary action, suspension, or restriction by any federal or state agency or regulatory agency or any foreign governmental or regulatory body having authority over the Party's business, that Party shall give notice to the other Party in writing and provide a copy of any decision or agreement relating to such action, suspension, or restriction. Such notification shall be provided promptly if the person at issue is a person that the Parties deal with in connection with the relationship between the Parties described herein. Each Party may take any action it reasonably deems to be necessary to comply with any requests, directives, or demands made upon it by any such federal or state agency, stock exchange, regulatory or self-regulatory organization, or any foreign governmental or regulatory body having authority over its activities.

11. General Terms of Service

11.1 Use of Your Account

Your Account is self-directed or at the instruction of your Customers, you are solely responsible for any and all orders and/or Transactions placed through your Account. You represent and warrant to zerohash that you have not received and do not expect to receive any investment advice from zerohash or any of its Affiliates in connection with your Transactions (including those submitted by you on behalf of your Customers). Notwithstanding anything in this Agreement, zerohash and ZHT do not accept responsibility whatsoever for, and shall in no circumstances be liable to you or your Customers for any Losses in connection with, your or your Customers' order decisions or Transaction instructions. Under no circumstances will your use of the Payment Services be deemed to create a relationship that includes the provision or tendering of investment advice. Neither zerohash nor any of its Affiliates, nor any of their employees, agents, consultants, principals, or representatives: (i) provide investment advice in connection with your Account or this Agreement; or (ii) recommend any Stablecoins or any action or inaction in your Account. To the extent research materials or similar information are available through the Platform, you hereby acknowledge and agree that these materials are intended for informational and educational purposes only and do not constitute a recommendation by zerohash or ZHT to engage in any investment strategies.

11.2 Communications

All notices and communications with you will be sent through the Platform, your Account, via an email sent by zerohash, or by any third party on our behalf, to the email address associated with your Account. To ensure that you receive all of our communications, you must keep your email address up-to-date and immediately notify us through the Platform if there are any changes. Delivery of any communication to the email address associated with your Account is considered valid. If any email communication is returned as undeliverable, we retain the right to block your access to your Account until you provide and confirm a new and valid email address.

11.3 Taxes

zerohash and its Affiliates do not provide tax or legal advice. zerohash may report activity from your account to the Internal Revenue Service (or any other applicable government agency) to the extent and manner in which so required by Applicable Law.

You will be liable for all taxes relating to your activity related to this Agreement, including with respect to any Transactions related thereto. zerohash may withhold (or cause to be withheld) the amount of any tax which may be required by Applicable Law to be withheld by zerohash or ZHT.

11.4 Intellectual Property

We own all right, title and interest in and to the zerohash Systems, including documentation, procedures, requirements, conditions, practices and guidelines for the use of the Payment Services, prepared by or on behalf of zerohash describing any processes, procedures, know-how or algorithms developed, devised, practiced or used by us, including any and all such information relating to the Platform ("**zerohash System Protocol**"), their use and content, as well as all related copyrights, trademarks, service marks, patent rights, and trade secrets and any other intellectual property rights therein (registered or unregistered) including any applications anywhere in the world. We do not grant you any right or license except as expressly set forth herein and otherwise reserves all rights. The zerohash System Protocol is protected by applicable copyright, trade secret and other intellectual property laws.

Without limiting the foregoing, the zerohash logo, any other zerohash service names, logos or slogans that may appear on the Payment Services (collectively, the "**Covered Marks**") are trademarks, service marks or trade dress of zerohash and its Affiliates.

You shall not:

(a) Copy, modify, disclose, publish, distribute, create derivative works from, reverse engineer, reverse assemble or reverse compile the zerohash System Protocol, or any portion thereof, for any reason and you may not use the zerohash System Protocol, or any portion thereof, for any purpose other than as expressly authorized herein;

(b) Copy, imitate or use, in whole or in part, any Covered Mark without zerohash's prior written permission;

(c) Remove, obscure or alter any zerohash copyright, trademark, patent or other zerohash notices or legends contained in the Payment Services or in any documentation or other materials produced, distributed or published by zerohash;

(d) Distribute, rent, sell, lease, redistribute, release or license the zerohash System Protocol, or any part thereof, to any third-party or otherwise allow access by a third-party;

(e) Take or authorize any action that could detrimentally interfere with the performance or delivery of the Payment Services, use any robot, spider or other device or process to monitor or copy the zerohash System Protocol, or knowingly transmit any virus or other potentially harmful device in connection with your use of the Payment Services; or

(f) Assist or encourage any third-party in engaging in any activity prohibited under this Agreement.

(g) You shall not wrap any of zerohash's or, if applicable, any zerohash's Affiliates' APIs or otherwise wrap any of the zerohash Payment Services. For the avoidance of doubt, you shall not allow for the zerohash Payment Services or any other zerohash services to be made available through any third-party or any third-party's software or systems without zerohash's explicit written approval to do so.

11.5 <u>Market & Settlement Data</u>

(a) ***General Data.*** zerohash and its Affiliates, as applicable, shall be entitled, in their sole discretion, to use "**General Data**" including, but not limited, to information related to the Payment Services, settlement of transactions, any deposit or withdrawal information, or any other information resulting for the Payment Services or applicable third-party service provider that zerohash may utilize for such purpose, and may disseminate to third parties (including through a market data feed) for business purposes without further consent from you, and zerohash shall be entitled to any and all revenue derived therefrom. By your use of the Payment Services, you consent to such use by zerohash and its Affiliates of General Data. Any resulting information disseminated by zerohash and its Affiliates, or its third-party service provider, shall be in an anonymized fashion and shall not identify you.

(b) ***Limit of Use for All Data*.** Other than for your own use in accordance with this Agreement, you will not communicate, disclose, redistribute, or otherwise furnish (or permit to be communicated, disclosed, redistributed or otherwise furnished) all or any portion General Data, in any format, to any third party (other than to your authorized employees subject to and in strict accordance with this Agreement) or for the purposes of constructing or calculating the value of any index or indexed products or for the purpose of creating any derivative works or to make any use whatsoever at any time of the General Data that could compete with the business of zerohash or performance of the Payment Services. Notwithstanding the foregoing, any and all data submitted to zerohash by you or its authorized employees and all information related to transactions transmitted to zerohash and ZHT pursuant to this Agreement shall be the independent and exclusive property of zerohash, ZHT, and you, and zerohash and ZHT shall have the right to use, sell, retransmit or redistribute such information, on an anonymous and aggregated basis, in accordance with and subject to the confidentiality terms set forth in the Confidentiality section of this Agreement.

11.6 Severability

If any provision of this Agreement shall be adjudged by any court of competent jurisdiction to be unenforceable or invalid, that provision shall be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect and enforceable.

11.7 Headings

The headings and captions used in this Agreement are used for convenience only and are not to be considered in construing or interpreting this Agreement.

12. Privacy

12.1 Data Processing Agreement

The Data Processing Agreement attached hereto as Schedule B which will govern the processing and transfer of data between the Parties during the Term of this Agreement.

12.2 Privacy Policy

Please refer to the zerohash Privacy Policy available here (which is incorporated herein by reference and which may be updated from time to time) for information about how we collect, use and disclose information about you or your Customers when you use the Payment Services.

13. Remedies for Breach

13.1 Remedies in General

In the event that you or your Affiliates, and your or their officers, managers, partners, directors, employees, independent agents or contractors (collectively, your "**Agents**") breach any of your representations, warranties, agreements, or covenants set forth in this Agreement or otherwise fail to comply with the requirements of this Agreement, any policies of zerohash or ZHT, including without limitation, by giving zerohash or ZHT inaccurate or incomplete information for any reason, we will have the right to suspend and/or terminate this Agreement and disable your Account (as outlined herein). You shall be liable for all Losses suffered by zerohash and ZHT resulting from any such breach by you or your Agents. Further, in the event of such breach, zerohash and ZHT will have the rights of a secured creditor under all Applicable Laws with respect to your Account and can recover all Losses incurred by zerohash and ZHT by selling any or all of the Stablecoins held in your Hosted Wallet(s), if applicable. You hereby acknowledge and agree that we have sole discretion over what actions, if any, we take in the event of such breach and that we may take such action without prior notice to you. If a breach by you or your Agents involves participation by other parties with Accounts at zerohash or ZHT, you and such parties will be jointly and severally liable for all resulting damages to zerohash and ZHT.

You hereby acknowledge and agree that the enumeration in this Agreement of specific remedies shall not be exclusive of any other remedies that may be available at law or in equity. Any delay or failure by any Party to exercise any right, power, remedy or privilege herein contained, or now or hereafter existing under any applicable statute or law (collectively, "**Legal Rights**") shall not be construed to be a waiver of such Legal Rights, nor to limit the exercise of such Legal Rights, nor shall it preclude the further exercise thereof or the exercise of any other right, power, remedy or privilege.

13.2 Liquidated Damages

You hereby acknowledge and agree that a material breach of or failure to adhere to certain representation, warranties, covenants, duties, or obligations included in Sections 1.5, 3.1(b)-(f), and 11.4 of this Agreement may damage zerohash's and ZHT's representation, cause substantial and unpredictable regulatory costs, or create other substantial internal and external costs for zerohash and ZHT, and by their nature such damages are difficult to ascertain in general, and specifically in provisioning services in the Stablecoin business.

14. Indemnification

14.1 Indemnification Obligations

In addition to any other obligations you may have under other provisions of this Agreement, each Party hereto hereby agrees to indemnify, defend, and hold harmless the other Party, its Affiliates, and all of their officers, directors, managers, partners, employees, independent contractors, and agents, (collectively, the "**Indemnified Party**") from and against all claims, demands, proceedings, suits and actions ("**Claims**") and Losses arising out of, in connection with or relating to: (i) the failure of the indemnifying Party's or its Agents (together, the "**Indemnifying Party**") to perform or comply with any obligation, agreement, representation, warranty, or covenant under this Agreement; (ii) any grossly negligent, fraudulent, or willful act or omission by the Indemnifying Party in connection with this Agreement; and (iii) any failure by the Indemnifying Party to comply with any Applicable Law.

Notwithstanding the foregoing, no Indemnified Party shall be entitled under this Section 14 to receive indemnification for that portion, if any, of any Losses which are solely caused by its own individual gross negligence, willful misconduct, or fraud, as determined by arbitration in accordance with Section 16 (*Governing Law & Dispute Resolution*) below.

14.2 Indemnification Procedures

Upon receipt by any Indemnified Party entitled to indemnification under this Section 14 of notice of any Claim, the Indemnified Party shall promptly notify the Indemnifying Party; *provided*, *however*, that no delay on the part of the Indemnified Party in notifying the Indemnifying Party shall relieve the Indemnifying Party from any obligation hereunder unless (and then solely to the extent) the Indemnifying Party is materially prejudiced. Further, the omission to promptly notify the Indemnifying Party will not relieve the Indemnifying Party from any liability that it may have to the Indemnified Party under this Section 14. In any such action brought against any Indemnified Party, the Indemnifying Party will be entitled to participate in and, to the extent that it may wish, to assume the defense thereof, subject to the provisions herein stated and only with counsel reasonably satisfactory to and the prior written approval by such Indemnified Party. After approval by such Indemnified Party of the Indemnifying Party's election to assume the defense thereof, the Indemnifying Party will not be liable to such Indemnified Party under this Section 14 for any legal or other expense subsequently incurred by such Indemnified Party) in connection with the defense thereof other than reasonable costs of investigation or in the case of an actual or potential conflict of interest between the Indemnifying Party and any Indemnified Party, identified in writing by counsel to the Indemnified Party. The Indemnifying Party shall keep the Indemnified Party informed of the status of the defense of such Claims, and the Indemnifying Party will not agree to any settlement without consent of the Indemnified Party, which consent will not be unreasonably withheld. The Indemnified Party shall have the right to employ separate counsel in any such action and to participate in the defense thereof, but the fees and expenses of such counsel shall not, other than in the case of an actual or potential conflict of interest between the Indemnifying Party and Indemnified Party, be at the Indemnifying Party's expense if it has assumed the defense of the action with counsel satisfactory to the Indemnified Party. In the event that the Indemnified Party reasonably believes that the Indemnifying Party is not adequately defending a Claim, the Indemnified Party will have the right to assume the defense of such Claims at the Indemnifying Party's sole expense. The Indemnifying Party will not settle any Claim unless such settlement completely and finally releases the Indemnified Party from any and all liability and otherwise is acceptable to the Indemnified Party. Except with the Indemnifying Party's prior written consent, the Indemnified Party may not confess any Claim or make any compromise in any case in which the Indemnifying Party may be required to provide indemnification.

15. Disclaimer of Warranties; Limitation of Liability

YOUR ACCOUNT(S) AT ZEROHASH AND ZHT, THE STABLECOIN SERVICES, YOUR USE OF THE ACCOUNT(S), AND ANY OTHER SERVICES PROVIDED TO YOU IN CONNECTION THEREWITH ARE PROVIDED BY ZEROHASH AND ZHT AND ANY OTHER SERVICE PROVIDERS ON AN "AS IS" AND "AS AVAILABLE" BASIS AND WITHOUT WARRANTY OF ANY KIND, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. ZEROHASH AND ZHT DISCLAIM ALL WARRANTIES, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THERE IS NO WARRANTY THAT ANY OF THE OMNIBUS SERVICES, OR ANY DATA OR OTHER INFORMATION PROVIDED TO YOU BY ZEROHASH OR ZHT OR THEIR AFFILIATES WILL FULFILL ANY PARTICULAR PURPOSES OR NEEDS. THERE IS NO WARRANTY THAT THE STABLECOIN SERVICES PROVIDED HEREUNDER WILL BE ERROR FREE, UNINTERRUPTED, TIMELY, RELIABLE, COMPLETE OR ACCURATE.

None of zerohash, ZHT, their Affiliates, nor any of their officers, directors, managers, partners, employees or independent agents or contractors will be liable to you or any of your Affiliates for any Losses, expenses (including legal fees and costs), liabilities, damages, costs, demands, obligations, penalties, charges, causes of action, claims, fines, taxes or amounts due of any kind (both known and unknown, absolute or contingent, liquidated or unliquidated, direct or indirect, payable now or payable in the future, accrued or not accrued) (collectively, "**Losses**") arising out of, related to or resulting from: (i) your Account, the Payment Services or your use of the Payment Services, and the storage of your Stablecoins; (ii) any actions or inactions or performance of services by any third-party or actions of other participants in the markets with respect to your Account or the activities conducted through your Account; or (iii) arising out of or resulting from system failures, outages, unauthorized access to the Account, conversion of property, errors of any kind, government actions, Force Majeure Events, trading suspensions, or any other causes over which zerohash does not have direct control. Notwithstanding the foregoing, you will not be held liable for any Losses that have been finally determined to have resulted solely from: (A) the gross negligence, intentional misconduct or fraud of zerohash, ZHT, their Affiliates, or any of their officers, directors, managers, partners, employees or independent agents or contractors; or (B) a Force Majeure Event. Further, none of zerohash, ZHT, their Affiliates or any of their officers, directors, managers, partners, employees or agents shall be liable for any Losses that are not direct damages, including without limitation, indirect, special, incidental, punitive, consequential or exemplary damages, which includes trading losses, lost profits and other lost business opportunities relating to the Account, the Payment Services and your use of the Payment Services.

Notwithstanding anything herein to the contrary, if your Stablecoins or Fiat Currency are lost, stolen, or otherwise transferred to an unauthorized third-party while in zerohash's or its Affiliate's possession due to the gross negligence, fraud, willful misconduct, or breach of this Agreement by zerohash or its Affiliates, then zerohash shall use commercially reasonable efforts to recover your assets as soon as possible. In the event that zerohash is unable to recover your assets in a timely manner, zerohash will replace the assets lost on a one-to-one (1:1) basis (e.g., if 500 USDC is lost, then zerohash will replace this with 500 USDC). For the avoidance of doubt, zerohash shall not be liable to you for exercising any right or discretion permitted to zerohash under this Agreement, and, further, the foregoing shall not apply to the extent that your assets were lost due to your own errors, omissions, or breach of this Agreement.

16. Governing Law & Dispute Resolution

16.1 Governing Law

The construction and effect of every provision of this Agreement, the rights of the Parties hereunder and any questions arising out of the Agreement, shall be subject to the laws of the State of Delaware, U.S.A. without giving effect to the conflicts of laws or principles thereof. This Agreement shall not be governed by the United Nations Convention on the International Sale of Goods.

16.2 Arbitration

The Parties shall advise each other promptly in the event a dispute arises between them and attempt to resolve any such dispute informally before filing a formal action. If a dispute cannot be resolved informally within thirty (30) days, any Party may file an arbitration demand pursuant to the terms of this Agreement. Notwithstanding the foregoing, a Party may file an arbitration demand prior to such time to comply with any statute of limitation or timing requirements to preserve its claims.

Any unresolved dispute or controversy between the Parties, whether in tort, contract, by statute, or otherwise, arising out of their respective businesses or from or relating to these terms or this Agreement or any other document incorporated herein shall be exclusively resolved by binding arbitration pursuant to these terms:

If any zerohash Affiliate that is party to an unresolved dispute or otherwise named as a party to an arbitration proceeding is headquartered or incorporated: (i) in the United States, such arbitration shall be referred to and finally resolved through (A) the platform provided by New Era ADR, Inc. (https://neweraadr.com/) (the "**New Era Platform**") in accordance with its rules and procedures for "Virtual Expedited Arbitrations" by a professional neutral(s) with substantial experience in resolving commercial disputes, or (B) if the New Era Platform is unable or unwilling to administer the arbitration consistent with this Agreement, then the Parties agree that JAMS will administer the arbitration subject to the JAMS Rules and Procedures then in effect, which are available at https://www.jamsadr.com/adr-rules-procedures/. The arbitrator shall be chosen in accordance with the rules and procedures of the New Era Platform (or JAMS, if applicable). The Parties will bear costs as provided for under this Agreement or, if silent, in accordance with the rules and procedures of the New Era Platform (or JAMS, if applicable); or (ii) outside of the United States, such arbitration shall be referred to and finally resolved by the International Court of Arbitration of the International Chamber of Commerce under the Rules of Arbitration of the International Chamber of Commerce ("**ICC**") for the time being in force, which rules are deemed to be incorporated by reference in this section. The seat of the arbitration shall be London, England, UK. There shall be one arbitrator appointed in accordance with the rules of the ICC. Each Party hereby waives any rights it may have to claim that the forum is not convenient and other claims to invalidate such jurisdiction. The Contracts (Rights of Third Parties) Act 1999 shall not apply to this Agreement.

Regardless of venue and for all arbitrations, each Party shall be responsible for its own legal fees and costs, unless the arbitrator rules otherwise. The costs of the arbitration shall be borne equally by the Parties, unless the arbitrator allocates such costs to one of the Parties or changes the allocation from a 50/50 split as the arbitrator deems appropriate. The prevailing Party may be entitled to receive reimbursement of its reasonable expenses (including reasonable attorneys' fees) incurred in connection therewith, at the arbitrator's discretion. The duty to arbitrate described herein shall survive the termination of this Agreement. All arbitration proceedings and documents shall be in the English language, except as required otherwise by law. The Parties hereby waive any right to trial in a court of law or by jury.

Notwithstanding anything herein to the contrary any dispute requiring injunctive or other emergency equitable relief may be brought in accordance with Section 16.3 (*Injunctive Relief*) below.

16.3 Injunctive Relief

In the event of a breach or threatened breach of any of the provisions of this Agreement by any Party or any employee or representative of any Party, each Party acknowledges and agrees that the other Parties shall be entitled to seek preliminary and permanent injunctive relief to enforce the provisions hereof without the requirement of having to post a bond or other security or prove actual damages. Any such action shall be brought exclusively in the courts located in the State of Delaware, U.S.A. In addition, each Party acknowledges and agrees that a breach of the terms regarding confidentiality of information of the Parties and each Party's ownership of its intellectual property would cause irreparable and incalculable damage to the non-breaching Party. Nothing herein shall preclude the Parties from pursuing any action or other remedy for any breach or threatened breach of this Agreement, all of which shall be cumulative.

17. Marketing & Use of Names/Logos

17.1 Use of zerohash & Platform Operator Names

zerohash hereby grants to you a revocable, nonexclusive, non-sublicensable, non-transferable, non-assignable, royalty free, fully paid-up, right and license during the Term to use zerohash's trademarks, trade names and logos in accordance with and in order to comply with your agreements and obligations under this Agreement. Your use of zerohash's Trademarks, trade names, or logos for any reason shall comply at all times with the zerohash Brand Guidelines, which are incorporated herein by reference and can be found here, and which may be updated from time to time without prior notice to you.

You hereby grant to zerohash and its applicable Affiliates a revocable, nonexclusive, non-sublicensable, non-transferable, non-assignable, royalty free, fully paid-up, right and license during the Term to use your trademarks, trade names, and logos on the zerohash (including its applicable Affiliates') webpage and in investor and marketing materials. zerohash, on behalf of itself and its Affiliates, agree that we will not display or use any of your trademarks, trade names, logos or any other intellectual property for any other use without your prior written approval in each such case. Any such use shall be subject to your ongoing review, including time for you to receive regulatory approval, if needed. The foregoing restrictions on the use of a Party's trademarks, trade names, logos or any other intellectual property by the other Party applies to all uses not expressly permitted herein.

17.2 Promotional Material

Your promotion of or reference to the Payment Services in any marketing or promotional material (e.g., advertisements, social media posts, websites, applications, or other display) must: (i) be true and accurate; (ii) not contain any misleading, inaccurate, dishonest, deceptive, infringing, or unlawful statements, materials, or references; (iii) not make any promissory or untrue statements on behalf of zerohash or about the Payment Services; and (iv) comply with all Applicable Laws..

18. Legal

18.1 Regulation

zerohash is registered with the U.S. Department of the Treasury's Financial Crimes Enforcement Network as a Money Services Business ("**MSB**"). As a registered MSB, zerohash is subject to the Bank Secrecy Act and its implementing regulations which set out the requirements imposed upon financial institutions to implement policies and procedures reasonably designed to detect and prevent money laundering and terrorist financing. ZHT is a chartered trust company under North Carolina law, authorized to safekeep Stablecoins on its customers' behalf, and also required to implement similar policies and procedures to detect and prevent money laundering and terrorist financing. Accordingly, your access to and use of the Payment Services is subject to compliance with our Compliance Programs.

zerohash and ZHT are not registered broker-dealers and are not members of the Financial Industry Regulatory Authority in the U.S. or any foreign equivalent. Accordingly, your Stablecoin holdings (if any) are not protected by any Regulated Insurance Scheme. Additional insurance may be provided at zerohash's sole discretion, and zerohash and ZHT make no guarantees that you will have a right to, or claim against, any supplemental policy should zerohash or ZHT choose to insure any assets held on behalf of you, or any of your Customers, at zerohash or ZHT.

18.2 Compliance with Applicable Laws

The Payment Services may be subject to applicable laws, regulations, and rules of international, federal, state, local, municipal, provincial, or other laws, statutes, ordinances, codes, edicts, decrees, rules, regulations, customs, rulings, court orders, subpoenas, or requirements put into effect by or under the authority of any governmental and regulatory authority or other third party with binding rule making and/or enforcement authority (collectively, "**Applicable Laws**"). For the avoidance of doubt, any reference to Applicable Law shall refer to the most current version of such Applicable Law at the time such Applicable Law is referenced to or otherwise becomes relevant. Any changes in any such Applicable Law shall be automatically incorporated herein. Compliance with Applicable Laws may include compliance with any guidance or direction of any regulatory authority or government agency, any writ of attachment, lien, levy, subpoena, warrant, or other legal order (collectively, "**Legal Orders**").

In no event will zerohash or its Affiliates be obligated to affect any Payment Services that we believe would violate any Applicable Law. zerohash and its Affiliates are not responsible for any Losses, whether direct or indirect, that you may incur as a result of our good faith efforts to comply with any Applicable Law, including any Legal Order.

18.3 U.S. Services - Licenses and Disclosures

zerohash is required to maintain licenses to engage in money transmission activities in certain states, and, if applicable, these license requirements may impact our provision and your use of certain Payment Services depending on where you live or are domiciled. It is your sole responsibility to ensure that you are accessing the Payment Services available to you by reviewing the list of Permitted Jurisdictions prior to placing any deposit or withdrawal order on the Platform. A list of required disclosures can be here, which are incorporated herein by reference and which may be updated from time to time without prior notice to you. If you have any questions about the disclosures, contact us at support@zerohash.com before using the Payment Services enumerated in this Agreement.

18.4 Electronic Record

The electronic stored copy of this Agreement is considered to be the true, complete, valid, authentic, and enforceable record of this Agreement and is admissible in judicial or administrative proceedings to the same extent as if the documents and records were originally generated and maintained in printed form. You agree to not contest the admissibility or enforceability of the electronically stored copy of the Agreement.

19. Confidentiality

Any and all non-public information in any form obtained by a Party ("**Receiving Party**") or its employees, contractors, or agents, including those of its Affiliates (collectively, "**Representatives**"), by the other Party ("**Disclosing Party**") arising out of or related to the provision or use of the Payment Services, including but not limited to trade secrets, processes, computer software and other proprietary data, research, information or documentation related thereto, including but not limited to Platform Protocol (defined below), shall be deemed to be confidential information ("**Confidential Information**"). Each Party agrees to hold such information in strict confidence and not to disclose such information to third parties (other than to its Representatives who (i) need to know the Confidential Information, (ii) are under a duty of confidentiality with the Receiving Party on terms no less strict than those in this Section 19, and (iii) the Receiving Party shall be liable for in the event that such Representatives breach this Section 19 as if such Representatives were parties hereto) or to use such information for any purpose whatsoever except as permitted by this Agreement or as expressly authorized in writing by the Disclosing Party. Each Party agrees to hold such information in strict confidence and comply with this Agreement and to advise each of its Representatives who may be exposed to such Confidential Information of their obligations to keep such information confidential in accordance with this Section 19.

The confidentiality obligations set forth herein shall not apply to information disclosed by the Disclosing Party that the Receiving Party can prove by competent and admissible evidence: (i) is or has become generally publicly known through no fault of the Receiving Party or its Representatives; (ii) was in its possession or known by it, without restriction, prior to receipt from the Disclosing Party; (iii) was rightfully disclosed to it by a third party without restriction under the Applicable Law; (iv) was independently developed without use of or access to any Confidential Information of the Disclosing Party; or (v) was required to be disclosed by a subpoena or order of a court or regulatory, self-regulatory or legislative body of competent jurisdiction, provided that the Receiving Party has promptly notified the Disclosing Party about such requirement (to the extent it is legally permitted to do so), has attempted to limit such disclosure and to obtain confidential treatment or a protective order or other similar relief, and has allowed the Disclosing Party to participate in any such undertakings and proceedings. If requested by the Disclosing Party, the Receiving Party will formally request that any governmental entity treat the information provided as confidential, to the extent it is not already treated as such.

At any time upon written request from the Disclosing Party, the Receiving Party shall either return or destroy (at the Receiving Party's election) all Confidential Information the Receiving Party's (or its Representatives') possession and confirm such return or destruction in writing (email being acceptable), provided that the Receiving Party may retain an archival copy of the Confidential Information is required by Applicable Law. Any such Confidential Information retained shall remain subject to the confidentiality obligations stated in this Section 19.

Each Party shall use at least the same degree of care to protect the Disclosing Party's Confidential Information as it uses to protect its own confidential information of like nature, but in no circumstances less than reasonable care. You will be solely responsible for controlling and monitoring the disclosure of its Confidential Information and shall limit such information only to authorized persons or receiving parties. zerohash shall maintain such information as required by Applicable Law and shall not be liable for the privacy of any such content stored on zerohash's equipment, transmitted over networks accessed by you, or otherwise connected with your use of the Payment Services. zerohash shall not be liable for the loss, corruption of, or incompleteness, of data, content, or any other information provided to zerohash or downloaded to the Platform by you, and zerohash shall not be liable for the accuracy or veracity of the information or content provided by the Payment Services.

As used in this Section 19, "**Platform Protocol"** means the documentation, procedures, requirements, conditions, practices and guidelines for the use of the Payment Services, prepared by or on behalf of zerohash describing any processes, procedures, know-how or algorithms developed, devised, practiced or used by zerohash in its capacity in relation to this Agreement.

Notwithstanding the aforementioned, you expressly consent to zerohash's sharing of your personal information with its Affiliates for the purpose of providing the Payment Services.

20. Security & Insurance

20.1 Security

Each Party shall, at all times during the Term of this Agreement, have in place industry standard and commercially reasonable information security and management system policies, procedures, and safeguards that comply with all Applicable Laws and that sufficiently protects and secures their Technology and other systems, and any Customer information or Confidential Information in their possession. Further, you shall maintain industry standard security programs, policies, and procedures to prevent any account takeover of your Customer, or other user, accounts and/or profiles maintained by you on your internal technological infrastructure or systems. Each Party shall notify the other Party promptly of any information security breach that impacts the provision or use of the Payment Services, Confidential information, or any non-public information concerning your Customers or other users ("**Security Breach**"). For the avoidance of doubt, such notice shall be provided to the other Party no later than 72 hours following the discovery of such Security Breach.

20.2 Insurance

Each Party will maintain insurance in coverages and amounts that are consistent with industry standards relative to the size of their respective businesses during the Term of this Agreement. Such insurance coverage shall include, at a minimum, cybersecurity insurance. Upon written request, a

Party shall provide a certificate of insurance evidencing the foregoing insurance requirements to the other Party as soon as reasonably possible.

21. Miscellaneous

(a) **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties for the Payment Services, including access to the Platform, and supersedes all proposals, negotiations and discussions, oral or written, relating to access to and use of the Payment Services.

(b) **Waiver.** The failure of either Party to exercise in any respect any right provided for herein shall not be deemed a waiver of any further rights hereunder.

(c) **Notices.** Each and every notice and consent required or otherwise given or made under this Agreement shall be in writing, and shall be deemed given or made when personally delivered, when sent by electronic mail, or three (3) days after being sent by prepaid certified or registered mail to the last known address of the Party; provided, however, that zerohash may provide notices to you electronically.

(d) **No Employees.** Neither Party shall be deemed to be an employee, agent, partner or legal representative of the other for any purpose, and neither shall have any right, power, or authority to create any obligation or responsibility on behalf of the other.

(e) **Counterparts.** This Agreement may be executed in any number of counterparts and all of such counterparts shall together constitute one and the same instrument. Delivery of an executed counterpart of a signature page of this Agreement in Portable Document Format (PDF) or other electronic format shall be effective as delivery of a manually executed original counterpart of this Agreement.

(f) **Survival.** The obligations contained in Sections 1.4, 1.8, 4.3, 6.5, 6.6, 11.3, 11.4, 11.5, 13-16, 19, 20, and 21 of this Agreement shall survive the termination or expiration of this Agreement, in addition to any other term or obligation that is intended to survive termination.

(g) **Assignment.** This Agreement may not be assigned by either Party without the other Party's express prior written consent, which shall not be unreasonably withheld or delayed. Notwithstanding the foregoing, either Party may assign this Agreement, without the other Party's consent to any: (i) Affiliate; or (ii) purchaser of all or substantially all of such Party's assets or to any successor by way of merger, consolidation or similar transaction. Subject to the foregoing, this Agreement will be binding upon, enforceable by, and inure to the benefit of the Parties and their respective successors and assigns.

(h) **Electronic Record.** The electronic stored copy of this Agreement is considered to be the true, complete, valid, authentic, and enforceable record of this Agreement, admissible in judicial or administrative proceedings to the same extent as if the documents and records were originally generated and maintained in printed form. You shall not contest the admissibility or enforceability of the electronically stored copy of the Agreement.

(i) **Electronic Acceptance.** You expressly confirm that you have read, agree to, and consent to be bound by all of the terms of this Agreement, including all disclosures in this Agreement, including those in Section 18.3 (*State Licenses and Disclosures*). By electronically signing this Agreement, which may be completed by all methods of "clickwrap" or "click through" including by accepting, clicking a button, or checking a box, you acknowledge and agree that such electronic signature is valid evidence of your consent to be legally bound by this Agreement and such subsequent terms as may govern the Payment Services. If you do not agree to all of the terms of this Agreement, do not electronically sign this Agreement and cease from accessing, using, or installing any part of the Payment Services.

SCHEDULE A
STABLECOIN PAYMENT SERVICES

1. Definitions

a. "**Diligence Information**" means all information that is required by zerohash for each Sender and Recipient, as applicable, to be provided to zerohash for each Payin Transaction or Payout Transaction for anti-money laundering, know-your-customer, and sanctions compliance purposes or as otherwise required under Applicable Law.

b. "**Payin**" or "**Payin Transaction**" means the transfer or provision of Fiat Currency and/or Stablecoins by or on behalf of you or a Customer to zerohash (or its designated account or wallet) through Visa where you or your Customer is paying Visa in Fiat Currency or Stablecoins and where zerohash either (a) converts the Stablecoins to Fiat Currency and credits the resulting Fiat Currency to Visa's account, or (b) credits the Fiat Currency or Stablecoins to Visa's account, in each case as instructed by Visa.

c. "**Payment Services**" means the services described in Section 2 below.

d. "**Payout**" or "**Payout Transaction**" means an on-chain payout transaction submitted by you to zerohash through Visa for settlement as a result of you facilitating a payout to a Recipient on behalf of a Sender or itself.

e. "**Permitted Suspension**" means a temporary suspension, delay, or rejection of processing, to the minimum extent reasonably necessary, due to compliance with Applicable Law; sanctions, AML, fraud, or other bona fide compliance controls; a reasonably suspected security or illicit activity; a blockchain network event; a third-party banking rail or infrastructure failure; a Service Suspension or Force Majeure Event; or a material operational outage outside zerohash's reasonable control.

f. "**Recipient**" means an individual and/or entity Customer that is a recipient of a Payout Transaction.

g. "**Reversed Transaction**" means a Payin Transaction or Payout Transaction (as applicable) that has been reversed by zerohash for any reason.

h. "**Sender**" means (1) for a Payin Transaction, you when you are acting as a sender of Stablecoins or Fiat Currency for a Payin, and (2) for a Payout Transaction, you and/or a Customer when you or the Customer are acting as the sender of Stablecoins for a Payout.

i. "**Stablecoin Program**" means the program administered by Visa that allows you and/or Customers to use the Visa payment services to facilitate Stablecoin and/or Fiat Currency Payins and Payouts.

2. Payment Services

a. ***Services.*** When using the Payment Services, you will be able to: (a) send Payouts to Recipients and send Payins to Visa; (b) if enabled by Visa, have Payins received (1) converted to USD and delivered to Visa on your behalf, or (2) custodied in your Account and/or withdrawn to an external blockchain address provided by you to Visa, and with respect to Payouts have Fiat Currency converted to Stablecoins; (c) request Reversed Transactions for certain Payin Transactions and Payout Transactions through Visa; and (d) receive tax reports for Payin Transactions and Payout Transactions, if applicable. zerohash will settle Payin Transactions and Payout Transactions submitted to zerohash by you (whether on your behalf or on behalf of your Customers) through Visa in accordance with the Stablecoin Program.

b. ***Eligibility.*** To use the Payment Services, you must: (i) be a licensed financial institution (or otherwise have all necessary licenses and/or registrations to make the Payment Services available to your Customers); (ii) be successfully onboarded to zerohash (i.e., pass zerohash's KYC procedures); (iii) enroll in the Stablecoin Program; (iv) integrate your platform with the Visa platform to facilitate Visa submitting Payin Transactions or Payout Transactions to zerohash on your or your Customers' behalf; and (v) provide Visa (who will provide zerohash) with all Diligence Information required by Visa and zerohash to verify the identity of a Sender or Recipient.

c. ***Obligations.*** You shall be solely responsible for: (i) accurately providing the destination wallet address to zerohash through Visa for any Payout Transaction; (ii) providing Recipient account details associated with any Fiat Payout Transaction, (iii) be solely responsible for the Stablecoin or Fiat price risk associated with any Reversed Transaction; and (iv) handling all disputes between Recipients and Senders, Recipients and you, and Senders and you.

d. ***Liquidity & Settlement.***

i. Transaction Facilitation. zerohash's Affiliate, zerohash liquidity services llc ("**ZHLS**"), will assist in the facilitation of all conversions of Fiat to/from Stablecoins for applicable Payin and Payout Transactions by connecting with Stablecoin issuers, Liquidity Providers, and exchanges, where applicable, to source liquidity in applicable Stablecoin for conversions. When you instruct zerohash via Visa to deliver a Payout Transaction in Stablecoins to any Recipient, zerohash and ZHLS will coordinate to convert your Fiat funds away from your zerohash Account (or your account at Visa as instructed by Visa) to the applicable Stablecoin prior to sending to each applicable Recipient's wallet address. By sending any Payout Transaction instruction to zerohash, you are requesting that zerohash facilitate a delivery of Stablecoins to a Recipient on-chain that is ultimately funded using the Fiat in your zerohash Account.

ii. Use of Fiat Balances. zerohash will use the Fiat maintained in your Account (or your account with Visa) to fund each Payout Transaction and Fiat Payout Transaction. Platform Operator shall maintain sufficient Fiat funds in its Account necessary for zerohash to process and settle each Payout Transaction submitted to zerohash. zerohash shall not be obligated to settle or effect any Transaction when there are insufficient Fiat funds in your Account (or your account at Visa) to complete the Transaction.

3. Additional Payment Services Terms and Conditions.

a. Source of Funds; Destination of Proceeds. You are only allowed to use Fiat funds that are in your lawful possession, in accordance with Applicable Law and your terms with your Customers, to enter into Transactions, and you are not authorized to enter into Transactions on behalf of any non-disclosed third-party. You hereby represent and warrant that all funds used by you to enter into Transactions (presently and in the future) are not the direct or indirect proceeds of any criminal or fraudulent activity. In all instances, you are responsible for the full amount owed for Transactions entered by you on the Platform.

b. Transaction Limits. Your use of the Platform and Payment Services to engage in Transactions is subject to a limit on volume (in Fiat Currency and Stablecoin terms) that you may transact in a given time period. Such limits may vary, at our sole discretion, depending on a variety of factors, and we may apply higher limits to certain account holders at our discretion. Any transaction limits or basis for triggering a transaction limit is the confidential and proprietary information of zerohash and may not be shared with you or disseminated to any third-party for any reason without zerohash's express written consent.

c. Transaction Receipt. When each Transaction is completed, Visa will send you a confirmation (a "**Transaction Receipt**") on our behalf. We may choose, at our sole discretion and without prior notice to you, to periodically consolidate Transactions into a single Transaction Receipt. Transaction Receipts will contain any information we may elect to include at our sole discretion or as required by Applicable Law. The confirmation will disclose, at a minimum: (1) the name and contact information of zerohash and its applicable Affiliate (or other Liquidity Provider, if applicable), including a telephone number to answer questions and register complaints; (2) the type, value, date, and precise time of the transaction; (3) the fee charged; (4) the exchange rate, if applicable; (5) a statement of the liability of zerohash and its Affiliates (or another Liquidity Provider, if applicable) for non-delivery or delayed delivery; (6) a statement of the refund policy of zerohash; and (7) any additional information required by Applicable Law. A record of your Transactions ("**Transaction History**") conducted during the preceding twelve (12) months may be available through your Account on the Platform and such Transaction History record may be made available to you upon a valid and verifiable request to support@zerohash.com. zerohash maintains records of all Transactions for a period of seven (7) years or as otherwise required by Applicable Law. If you are located in New York, you have the right under New York law to receive a history of your Transactions and Transaction Receipts. Please note, the form of such Transaction Receipt provided to you shall be made available to the New York State Department of Financial Services upon the department's request. Further, if you are located in New York, you have the right under New York law to receive periodic account statements and valuations, which would be provided to you in accordance with this section.

d. Right to Offset. In the event that you fail to maintain sufficient Fiat funds in your Account at the time Transactions are processed, zerohash and its applicable Affiliates reserve the right, at our sole discretion, to cancel, reverse, or complete such Transaction in whole or in part. You shall be responsible for the costs of any such action taken by zerohash and/or its Affiliates. If a failure to provide sufficient Fiat funds results in an amount due and owing by you to zerohash or its Affiliates (a "**Negative Balance**"), zerohash or its Affiliates shall have the right to: (1) charge a reasonable rate of interest on any such Negative Balance; and (2) offset any such Negative Balance, including any accrued interest and consequential losses, by transferring Fiat funds that are or become available in your Account to zerohash or its Affiliates.

e. Right to Immediately Convert. zerohash reserves the right to immediately convert the Stablecoins deposited as a Payin by you or your Customers into the address presented to you or your Customers when prompted to make the Payin to Fiat Currency. zerohash is not required to wait for further instruction from you, your Customers, or Visa upon receipt of the Payin to make such conversion.

f. Cancellations. Transactions may not be canceled by you after they are filled by us.

g. Transaction Cancellation. zerohash may delay settlement or cancel, in whole or part, any Transaction in the case of extraordinary market events, including but not limited to a Force Majeure Event or other events causing highly volatile periods that result in unclear or unreliable pricing data and in the event that any counterparty to a transaction, including any Liquidity Provider, fail to timely deliver to us sufficient Stablecoins to fulfill and/or settle any Transaction(s) placed by you through the Platform. zerohash shall not be responsible for any hypothetical or alleged Losses resulting from any delayed or canceled transaction.

h. zerohash's Discretion to Support. zerohash may, in its sole discretion, decline to accept and settle Payin Transactions or Payout Transactions for Recipients or Senders, including Recipients' and/or Senders' previously supported or enabled by zerohash, for any reason including, but not limited to, if the Recipient or Sender does not pass their Diligence Screening, or if a zerohash compliance program requires zerohash to reject the Payin Transaction or Payout Transaction.

i. New York Persons. zerohash must explicitly agree in writing prior to the you enabling any Payins from Senders or Payouts to Recipients residing or located in New York or from Senders residing in or located in New York and that such agreement may be revoked by zerohash at any time. You understand and agrees that, without limitation to any other rights outlined in the Agreement or this Schedule, unless otherwise agreed by zerohash in writing, Senders and Recipients who move or travel into New York may no longer be supported through the Payment Services.

SCHEDULE B
DATA PROCESSING AGREEMENT

1. **DEFINITIONS.** For the purposes of this Agreement, the following terms shall have the meaning provided below:

   a. ***Applicable Data Protection Law(s).*** Any law or regulation pertaining to data protection, privacy, and/or the Processing of Relevant Personal Information, to the extent applicable in respect of a Party's obligations under this Agreement. For illustrative purposes only, Applicable Data Protection Laws include, without limitation, and to the extent applicable, the GDPR, UK Data Protection Laws, the California Consumer Privacy Act of 2018, Cal. Civ. Code § 1798.100 et seq. ("**CCPA**"), Personal Information Protection and Electronic Documents Act, S.C. 2000, c. 5 ("**PIPEDA**"), Swiss DP Laws and any associated regulations or any other legislation or regulations that transpose, supersede or are deemed substantially similar to the above.

   b. ***Controller.*** The meaning set out for the term or its equivalent in the Applicable Data Protection Law.

   c. ***Personal Information.*** All data or information, in any form or format, that identifies, relates to, describes, is capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular consumer ("**Data Subject**") or household or that is regulated as "personal data," "personal information," or otherwise under Applicable Data Protection Law. For the avoidance of doubt, this includes relating to legal entities, if and as long as they are expressly protected under Applicable Data Protection Law.

   d. ***Processor.*** The meaning set out for the term or its equivalent in the Applicable Data Protection Law.

   e. ***Process, Processed, Processes, and Processing.*** Any operation or set of operations which is performed upon Personal Information, whether or not by automatic means, such as access, collection, recording, organisation, storage, adaptation or alteration, retrieval, disclosure or otherwise making available, duplication, transmission, combination, blocking, redaction, erasure or destructionThe meaning set out for the term or its equivalent in the Applicable Data Protection Law.

   f. ***Restricted Transfers.*** A transfer of Personal Information between two parties, where such transfer would be prohibited by Applicable Data Protection Law (or by the terms of data transfer agreements put in place to address the data transfer restrictions of Applicable Data Protection Law) in the absence of an adequacy decision, provision of appropriate safeguards or reliance on an applicable derogation as provided by Applicable Data Protection Law.

   g. ***Security Breach.*** A breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, Personal Information. A Security Breach includes a "personal data breach" (as defined in the GDPR), a "breach of security of a system", a "breach of security safeguards" (as defined in PIPEDA) or similar term (as defined in any other applicable privacy laws) as well as any other event that compromises the security, confidentiality or integrity of Personal Information.

2. **DATA PROTECTION ROLES**

a. The Parties acknowledge and agree that with respect to the Personal Information processed in connection with the provision of your services to your Customers:

   i. you the Controller;

   ii. Visa is a Processor acting on behalf of you and that in respect of processing required by Applicable Law, Visa may also act as a Controller; and

   iii. zerohash is a separate Processor of the Personal Information received from you or by Visa on your behalf and zerohash is a (sub)Processor of the Personal Information received from Visa for services provided to you that is indirectly utilizing the Services through Visa, and that zerohash Processes in connection with the provision of the Payment Services under this Agreement or to otherwise adhere to its obligations under Applicable Law, including any Applicable Data Protection Laws (the "**Relevant Personal Information**").

b. The Parties agree that each will:

   i. not process the Relevant Personal Information or perform any of its obligations under this Agreement in such a way as to cause the other Party to breach any of its obligations under Applicable Laws, including any Applicable Data Protection Laws;

   ii. only process the Relevant Personal Information in a manner that is compatible with this Agreement or Applicable Laws, including any Applicable Data Protection Laws; and

   iii. provide reasonable assistance to the other Party to comply with, and demonstrate compliance with, Applicable Data Protection Laws.

c. The Parties shall comply at all times with Applicable Data Protection Laws with respect to its Processing of the Relevant Personal Information.

d. The Parties shall implement appropriate technical and organizational security measures in relation to the Processing of Relevant Personal Information (for example, in accordance with Article 32 of the GDPR).

e. The Parties agree that they will maintain, at all times, a data protection compliance program as part of its measures to demonstrate compliance with Applicable Data Protection Laws.

f. In the event of changes to Applicable Data Protection Laws, applicable practice or regulatory guidance, the Parties agree to make appropriate updates to this Data Processing Agreement to govern the processing of Relevant Personal Information.

g. To the extent applicable, the Parties agree to:

   i. provide appropriate and effective privacy notices (which shall be made available to the other Party on request) that are fully compliant with Applicable Data Protection Law; and

ii. obtain any necessary consents or permissions from Data Subjects or otherwise ensure, at all times, that zerohash, and you where this is relevant, have a legal basis for Processing the Relevant Personal Information.

h. Each Party agrees that any person or entity acting under its respective authority, including a Processor or (sub)Processor, shall be obligated in writing to treat the Relevant Personal Information confidentially and to Process the Relevant Personal Information only on instructions from the respective Party that engages the Processor or (sub)processor, including as directed by you.

i. zerohash (as the recipient of Relevant Personal Information from you or Visa on your behalf) and you (as the recipient of Relevant Personal Information from zerohash) each agree to comply with any applicable obligation and/or requirement under Applicable Data Protection Law relating to Restricted Transfers, and the Parties agree to update this Data Protection Agreement, if and when necessary, to maintain ongoing compliance with Applicable Data Protection Law. For Restricted Transfers to countries that do not benefit from an adequacy decision under EU, UK or Swiss laws or other legal mechanism to permit the transfer of Relevant Personal Information, the Parties agree to adopt the Standard Contractual Clauses set out in the European Implementing Decision (EU) 2021/914 on standard contractual clauses for the transfer of personal data to third countries pursuant to Regulation (EU) 2016/679, as amended or replaced from time to time by a competent authority under the Applicable Data Protection Law and supplemented, if applicable, with approved UK or Swiss additions or amendments. Specifically, Module 2 and Module 3 will be taken to be incorporated into this Agreement. Module 2 shall apply where zerohash is Processing Personal Information received from you or Visa on behalf of your for services provided to you that is directly utilizing the Payment Services, and where supplementary information from within this Agreement is incorporated into the Module. For clause 7, the docking clause will apply. For clause 9, the authorization mechanism will be general written authorization. For clause 11, the optional language will not apply. For clause 13, the competent supervisory authority is the Dutch Data Protection Authority. For clauses 17 and 18, the Parties select the Netherlands. Module 3 shall apply where zerohash is Processing Personal Information received from Visa for services provided to you that is indirectly utilizing the Payment Services through Visa or is otherwise operating as a (sub)Processor, and where supplementary information from within this Agreement is incorporated into the Module. For clause 7, the docking clause will apply. For clause 9, the authorization mechanism will be general written authorization. For clause 11, the optional language will not apply. For clause 13, the competent supervisory authority is the Dutch Data Protection Authority and for clauses 17 and 18 the Parties select the Netherlands.

j. In the event a Party suffers a Security Breach impacting Relevant Personal Information, that Party shall:

i. Notify the other Party in writing of the Security Breach;

ii. keep the other Party regularly informed of any further developments or information available in connection with the Security Breach;

iii. consult and cooperate with the other Party regarding steps required to contain, mitigate and, if possible, fully remedy the effects of the Security Breach (including, without limitation, any notification to the supervisory authority, and/or any announcement to affected Data Subjects or the public, provided that such Party shall not make any such notification and/or announcement without the other Party's prior written approval) and to prevent future Security Breaches; and

iv. carry out all containment, mitigation, and/or remediation steps in accordance with Applicable Data Protection Law, including any steps reasonably required under Applicable Data Protection Law to prevent future Security Breaches.