

\$5 Deposit Incentive Campaign T&Cs

Dated: 22 November 2025

These Terms and Conditions for the \$5 Deposit Incentive Campaign ("**Terms**") form a valid, binding and enforceable contract between you and Fasset (which term shall, unless repugnant to the context, also include Fasset Group).

By accessing or participating in the Marketing Activity, the User agrees to read, acknowledge, and accept these Terms. The User further agrees that these Terms shall be read together with, and form an aggregate part of, the User Agreement and the Privacy Policy (collectively "**Aggregates**"). By continuing to use the Marketing Activity, the User confirms their acceptance of these documents in their entirety and agrees to be bound by their terms as an integrated and comprehensive set of conditions governing the engagement with the Marketing Activity.

The Aggregates are indispensable, integral parts of these Terms. Any matter or aspect not specifically addressed or regulated within the confines of these Terms shall be governed by and subject to the terms and conditions outlined in the Aggregates.

Fasset is entitled to amend, add or reduce these Terms as Fasset thinks necessary. You are required to check these Terms frequently. If you do not agree to be bound by these Terms and the Aggregates, you cannot participate in the Marketing Activity.

Any formal communication with you will be undertaken through electronic mail, pop-up messages on the Platform, notifications on the Platform, and/or other forms of communications accessible to you when signing up to Fasset ("**Communication**").

1. Definitions

- 1.1. "**Affiliates**" refers to any entity that directly or indirectly controls, is controlled by, or is under common control with Fasset. For the purposes of this definition, "control" means the ownership of, or the power to vote, more than fifty per cent (50%) of the voting stock, shares, or interests of the entity or the ability to direct the management or policies of the entity, whether through ownership, contract or otherwise. The term "Affiliates" includes, but is not limited to, parent companies, subsidiary companies, sister, or related companies (entities controlled by the same parent company), and any other business entities in which Fasset holds a significant ownership interest or exerts significant influence over management and operations. This also includes all Employees, contractors, agents, or representatives acting on behalf of Fasset or any affiliated companies or entities as described above. Unless expressly stated otherwise, any reference to Fasset in these Terms shall include its Affiliates. Fasset may fulfil its responsibilities and obligations under these Terms through its Affiliates. When acting on its behalf, the Affiliates shall be subject to the same Terms as Fasset.
- 1.2. "**Aggregates**" has the meaning given to it at the start of these Terms.
- 1.3. "**Applicable Law**" means all applicable laws (federal, state, and local) and the applicable rules, orders, guidelines, and regulations of any Governmental Authority that, in each case, are applicable or may become applicable to Fasset and the performance of its obligations or exercise of its rights under these Terms or applicable to Participants and the performance of their obligations or the exercise of its rights under these Terms, or, as the context may require, apply to other persons affected by the subject matter of this Agreement. Applicable Law also includes but is not limited to any relevant data protection laws in the jurisdiction of the Participant.
- 1.4. "**Dispute**" has the meaning given to it in Clause 11.2.

- 1.5. **“Employees”** refers to all individuals who are employed by Fasset or any of its Affiliates, whether on a full-time, part-time, temporary, or permanent basis, and who receive compensation in the form of wages, salaries, or other remuneration in exchange for their services. This definition includes, but is not limited to, executive officers, managers, administrative staff, technical staff, labourers, and any other individuals who provide services to the Company under its direction and control. The term "Employees" shall not include independent contractors, consultants, or other persons not directly employed by Fasset or its Affiliates.
- 1.6. **“Fasset”** refers to Fasset Labuan Limited, a company duly incorporated and registered under the laws of the Federal Territory of Labuan, Malaysia, having its registered office at Jalan Merdeka, Unit Level 14 (B) & 14 (C), Main Office Tower, Financial Park Labuan Complex, Labuan, Malaysia.
- 1.7. **“Governmental Authority”** refers to any relevant domestic or foreign governmental or quasi-governmental authority, statutory authority or quasi-statutory or regulatory authority, department, administrative, monetary, fiscal or judicial body, department, corporation, commission, authority, tribunal, agency or stock exchange or government-owned or government-controlled corporation or any public international organisation, or taxing authority or anybody entitled to exercise executive power or power of any nature over Fasset and/or the Participant hereto, the transactions contemplated by this Agreement.
- 1.8. **“Indemnified Parties”** has the meaning given to it in Subclause 6.1.4.
- 1.9. **“Intellectual Property”** refers to all copyrights, patents, trademarks, trade secrets, and any other proprietary rights that protect inventions, designs, writings, or any other forms of intellectual creations or any derivative or improvements thereof, recognised as benefiting from laws pertaining to the same in the territory of the United Arab Emirates, Indonesia, Labuan, Turkey or any other jurisdiction. This includes any other forms, variations, or versions of intellectual property not yet known. This includes, but is not limited to, the following:
 - 1.9.1. All computer programs, including source code, object code, algorithms, databases, and related documentation;
 - 1.9.2. Any set of instructions, including source and executable codes, used in software development or other technological processes;
 - 1.9.3. Practical knowledge, techniques, skills, methodologies, processes, and practices that are not generally known to the public;
 - 1.9.4. Data, designs, drawings, specifications, manuals, flowcharts, and any other technical documentation;
 - 1.9.5. Any physical or digital components, prototypes, models, samples, or any other tangible or intangible materials used in or resulting from research, development, or creative processes;
 - 1.9.6. Any new and useful process, machine, manufacture, or composition of matter, or any new and useful improvement thereof;
 - 1.9.7. Any ornamental or aesthetic aspects of a useful article, webpage, or electronic user interface or experience;
 - 1.9.8. Any words, names, symbols, designs, or combinations thereof used to identify and distinguish goods or services; and

- 1.9.9. Any information that derives independent economic value from not being generally known to, and not being readily ascertainable by, others who can obtain economic value from its disclosure or use.
- 1.10. **“Intellectual Property Rights”** refers to the legal rights granted to the creator or owner of Intellectual Property. These rights provide the creator or owner with exclusive control over the use, distribution, and modification of their intellectual creations, including but not limited to inventions, designs, writings, and any derivative works or improvements thereof.
- 1.11. **“KYC”** refers to the Know-Your-Customer procedures implemented by Fasset to verify the identity of its Users in compliance with Applicable Laws and regulations in all relevant jurisdictions where Fasset is operating.
- 1.12. **“Marketing Activity”** refers to all associated promotions, offers, and Rewards that are organised and conducted by Fasset during the Promotion Period concerning the \$5 Deposit Incentive Campaign.
- 1.13. **“Marketing Activity Organisers”** refers to the individuals, entities, or organisations responsible for planning, managing, and executing the Marketing Activity, which includes the, main organising entity or entities, any subsidiaries, Affiliates, Employees, contractors, agents, or representatives acting on behalf of the organising entity or entities, and/or any partners or sponsors delegated specific responsibilities in the Marketing Activity organisation process. This further includes, but is not limited to, any entities performing the following roles and responsibilities:
 - 1.13.1. Establishing the rules and guidelines for the Marketing Activity.
 - 1.13.2. Promoting and marketing the Marketing Activity to potential Participants.
 - 1.13.3. Organising and managing events, workshops, Tasks and other activities related to the Marketing Activity.
 - 1.13.4. Distributing Rewards to eligible Participants.
- 1.14. **“New User”** means a natural person who has never previously registered for, accessed, or transacted on the Platform using any identity, device, email address, phone number, or payment method that is the same as or linked to an existing or past user account, as determined by Fasset in its sole discretion.
- 1.15. **“Parties”** means the User and Fasset collectively. Individually, they are referred to as “Party.”
- 1.16. **“Participant(s)”** refers to any individual who satisfies the eligibility criteria as set out in Article 3 of these Terms.
- 1.17. **“Platform”** refers to the website, any associated websites or mobile sites, mobile applications, and/or APIs owned, controlled, operated, and managed by Fasset.
- 1.18. **“Privacy Policy”** refers to Fasset’s privacy policy as set out in <https://fasset.io/privacy-policy> as applicable to the User.
- 1.19. **“Promotion Period”** refers to the period from November 27, 2025 till a limited time as may be decided by Fasset, during which the Marketing Activity will occur.
- 1.20. **“Qualifying Threshold”** has the meaning given to it in Clause 4.1.
- 1.21. **“SIAC”** has the meaning given in Clause 11.5.
- 1.22. **“SIAC Rules”** has the meaning given in Clause 11.5.
- 1.23. **“USD”** refers to the currency of the United States of America, the United States Dollar.

- 1.24. **“USDT”** refers to Tether (USDT), a stablecoin pegged to the value of USD, issued by Tether Limited.
- 1.25. **“User”** refers to anyone who can access or use the Platform.
- 1.26. **“User Agreement:** refers to Fasset’s User Agreement as set out in <https://fasset.com/user-agreement-labuan>.
- 1.27. **“Verified User”** refers to Users of Fasset who have completed KYC with Fasset on the Platform.

2. Interpretation

- 2.1. A reference to Fasset includes a reference to its Affiliates and Employees, as well as any corporate body, association, partnership, or other legal entity, and includes their successors, permitted substitutes, and permitted assigns. Any reference to Participant includes individuals and their successors, permitted substitutes, and permitted assigns.
- 2.2. If a word or phrase is defined, its other grammatical forms have a corresponding meaning.
- 2.3. A reference to an agreement, term, or document (including a reference to these Terms) is to the agreement, term, or document as amended, supplemented, novated, or replaced, except to the extent prohibited by these Terms or that other agreement, term, or document.
- 2.4. All schedules, exhibits, annexures, Aggregates, appendices, and other attachments referred to in these Terms are an integral part of these Terms and shall be deemed to be incorporated herein.
- 2.5. The section headings in these Terms are for convenience only and are not intended to govern, limit, or affect the meanings of the sections.
- 2.6. Singular and plural nouns and pronouns shall mean the singular or plural and the masculine, feminine, or neuter genders as permitted by the context in which the words are used.
- 2.7. In these Terms, reference to any legislation or law or any provision thereof shall include references to any such law as it may, after the date hereof, from time to time, be amended, supplemented, or re-enacted, and any reference to a statutory provision shall include any subordinate legislation made from time to time under that provision.
- 2.8. The words including and include shall mean including without limitation and include without limitation, respectively.
- 2.9. Words and phrases shall be interpreted in the context of these Terms and not in isolation. The meaning of any term shall be derived from the overall purpose and intent of these Terms. Fasset has its sole discretion to interpret these Terms if there is any ambiguity or inconsistency in these Terms.
- 2.10. Any examples or illustrations provided in these Terms are for explanatory purposes only and do not limit the scope of any provision.

3. Eligibility

- 3.1. The Marketing Activity is open to individuals who meet the following criteria:
 - 3.1.1. Are at least 18 years of age at the time of participation;
 - 3.1.2. A User of Fasset;
 - 3.1.3. Are a New User who has not completed their first transaction on the Platform; and
 - 3.1.4. Have successfully registered on the Platform and are shown the Marketing Activity promotion on the Platform interface.

- 3.2. The Marketing Activity and its Rewards are only applicable to the Participants who successfully meet the Qualifying Threshold during the Promotion Period as defined in these Terms.
- 3.3. Fasset reserves the right to verify the eligibility of Participants. Ineligible Participants may be disqualified at Fasset's discretion. Participants will be informed of any significant changes through the official channels.
- 3.4. This Marketing Activity is not open to any person or entity located in, incorporated in, or otherwise subject to the laws of any jurisdiction where participation in such activity is prohibited, restricted, or otherwise unlawful. It is the responsibility of each Participant to ensure that their participation does not violate any Applicable Laws or regulations in their jurisdiction.

4. Reward Mechanism

- 4.1. Eligible Participants, as defined in Section 3, will qualify for the reward under this Promotion upon completing a cumulative cleared deposit of at least USD \$100 in fiat or cryptocurrency in one or more transactions within 24 (twenty four) hours of becoming a Verified User ("**Qualifying Threshold**").
- 4.2. Upon meeting the Qualifying Threshold, the Participant shall automatically receive a reward of 5 (five) USDT in their Fasset wallet ("**Reward**").
- 4.3. The reward shall be credited promptly upon meeting the criteria, subject to operational processing. Fasset reserves the right to take up to 72 (seventy-two) hours to complete disbursement in exceptional cases.
- 4.4. The Platform will provide a real-time tracker displaying the Participant's cumulative deposit progress with regard to the Qualifying Threshold.
- 4.5. This Reward is limited to one-time issuance per eligible user. Users found engaging in self-referrals, duplicate accounts, or other forms of manipulation may be disqualified and have the Reward revoked.
- 4.6. The Reward is non-transferable, non-exchangeable, and cannot be redeemed for cash or any other form of credit, unless otherwise permitted by Fasset.
- 4.7. Fasset reserves the right to withhold or revoke the Reward in cases of suspected fraud, abuse, self-referral, multiple account creation, wash trading, or any other activity deemed to violate these Terms or applicable laws.
- 4.8. Participation in the Marketing Activity and receipt of the Reward may be subject to additional eligibility and KYC/AML checks as required by Fasset in accordance with its internal compliance policies.
- 4.9. Fasset reserves the right to modify, suspend, or terminate the Lucky Draw or this Reward mechanism at any time without prior notice.
- 4.10. Rewards may be subject to a campaign-wide cap or limit, as determined by Fasset in its sole discretion. Once the cap is reached, no further Rewards shall be distributed, even if additional Qualifying Threshold are completed.

5. Non-Disparagement

- 5.1. Participants agree not to make any false, misleading, or disparaging statements about Fasset, the Marketing Activity Organisers, or any of their Affiliates, whether orally or in writing, including but not limited to statements about any of the following:
 - 5.1.1. The Marketing Activity, its rules, and administration; and

- 5.1.2. The performance, conduct, or business practices of Fasset, the Marketing Activity Organisers, or any of their Affiliates.
- 5.2. The non-disparagement obligations do not restrict any of the following:
 - 5.2.1. Providing truthful information in response to legal proceedings, regulatory inquiries, or government investigations;
 - 5.2.2. Making statements that are required by Applicable Law or regulation; or
 - 5.2.3. Sharing feedback or criticism constructively intended to improve the Marketing Activity or its outcomes directly to Fasset through private communication channels.
- 5.3. In no circumstances will public comments or criticism be acceptable, and in such circumstances, Fasset reserves all its rights to seek restitution for damage suffered by such public disparagement to the maximum extent permitted under Applicable Laws.
- 5.4. In the event of a breach of the non-disparagement obligations, Fasset may seek injunctive relief, damages, and any other remedies available at law as determined by Fasset in its sole discretion.
- 5.5. For the purposes of this Article 5, the Dispute Resolution provisions in Article 11 do not apply to Fasset, and Fasset may pursue any claim against the aggressor in any forum anywhere in the world.

6. Entry Conditions and Release

- 6.1. By entering the Marketing Activity, each Participant agrees to the following:
 - 6.1.1. The relationship between a Participant and Fasset is not a confidential, fiduciary, or other special relationship;
 - 6.1.2. Each Participant will be bound by and comply with these Terms;
 - 6.1.3. Fasset's decisions are binding and final in all matters relating to the Marketing Activity;
 - 6.1.4. To the maximum extent permitted by Applicable Laws, each Participant agrees to release, indemnify, defend, and hold harmless Fasset, the Marketing Activity Organisers, their Affiliates and the suppliers of Rewards, and any other organisations or entities or persons responsible for sponsoring, fulfilling, administering, advertising, or promoting the Marketing Activity, along with their respective past and present officers, directors, Employees, agents, and representatives (collectively, the **"Indemnified Parties"**) from and against any and all claims, expenses, and liabilities (including reasonable attorneys' fees), including but not limited to negligence and damages of any kind to persons and property, defamation, slander, libel, violation of right of publicity, infringement of trademark, copyright, or other Intellectual Property Rights, property damage, or death or personal injury, arising out of or relating to the Marketing Activity, a Participant's entry, participation in the Marketing Activity, acceptance or use or misuse of the Rewards and/or the broadcast, transmission, performance, exploitation, as authorised or licensed by these Terms.
 - 6.1.5. By participating in the Marketing Activity, each Participant represents and warrants that their entry, participation, or acceptance of Rewards does not and will not violate any Applicable Laws, third-party rights, or contractual obligations.
- 6.2. Without limiting the foregoing, and to the maximum extent permitted by Applicable Laws, the Indemnified Parties shall have no liability in connection with:

- 6.2.1. any incorrect or inaccurate information, whether caused by electronic or printing error or by any of the equipment or programming associated with or utilised in the Marketing Activity;
- 6.2.2. technical failures of any kind, including, but not limited to, malfunctions, interruptions, or disconnections in phone lines, internet connectivity, electronic transmission errors, or network hardware or software failures;
- 6.2.3. unauthorised human intervention in any part of the entry process or the Marketing Activity, a technical or human error which may occur in the administration of the Marketing Activity; and/or
- 6.2.4. any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from the Participant's participation in the Marketing Activity or receipt or use or misuse of any Rewards

7. Licence

- 7.1. By entering the Marketing Activity, each Participant grants Fasset, the Marketing Activity Organisers, and each of their Affiliates a fully paid-up, non-exclusive, assignable, sub-licensable, worldwide, perpetual licence to display publicly and use the details of the Participants or Winners for promotional purposes. This licence includes but is not limited to posting or linking to the Participant's details on Fasset's, Marketing Activity Organisers' and/or our Affiliates' websites and applications or to display and promote the Participants on any other media worldwide as determined by Fasset in its sole discretion.

8. General Conditions

- 8.1. Fasset reserves the right in its sole and absolute discretion and without prior notice to any Participant, to:
 - 8.1.1. Modify, terminate or cancel the Marketing Activity or its components at any time;
 - 8.1.2. change or amend these Terms; and/or
 - 8.1.3. disqualify any Participant from the Marketing Activity.
- 8.2. The Marketing Activity is still subject to Fasset's User Agreement, Privacy Policy, and any additional terms and conditions set out on the Platform.
- 8.3. Aggregates are indispensable integral parts of these Terms. Any matter or aspect not specifically addressed or regulated within the confines of these Terms shall be governed by and subject to the terms and conditions outlined in the Aggregates.
- 8.4. Participants are responsible for providing accurate and complete information. Fasset is not liable or responsible for any errors or omissions in the information provided by Participants or any technical issues that may affect participation, including but not limited to, issues with internet connectivity. The Participants agree to disclaim all liability against Fasset or any of its Affiliates for any claims arising due to the provision of inaccurate or incomplete information on their part and any resultant actions taken by Fasset in relation to the Participant's participation in the Marketing Activity or the allocation of any Rewards.
- 8.5. Participants must comply with all Applicable Laws and regulations during the Marketing Activity and when receiving any Rewards. Fasset is not responsible for any legal consequences arising from participation in the event. Failure to comply with legal requirements may lead to disqualification and forfeiture of Rewards, as determined by Fasset in its sole discretion.
- 8.6. Fasset is not responsible for any technical issues that may affect participation, including, but not limited to, issues with internet connectivity. The Participants agree to disclaim all liability against Fasset or its Affiliates for any claims arising from such circumstances and any

resultant actions taken by Fasset in relation to the Participant's participation in the Marketing Activity or the allocation of any Reward.

- 8.7. Any attempt by any Participant(s) to undermine the proper conduct of the Marketing Activity may be a violation of criminal and civil law. Should Fasset suspect that such an attempt has been made or is threatened, Fasset reserves the right to take appropriate action, including but not limited to requiring a Participant(s) to cooperate with an investigation and referral to criminal and civil law enforcement authorities as needed.
- 8.8. The Marketing Activity associated with the Rewards does not constitute an endorsement or warranty by Fasset of the Rewards or any associated products or services available on the Platform.
- 8.9. If at any time during the Marketing Activity, the Participant or prospective Participant believes that any of these Terms may be unclear or ambiguous at any time during the Marketing Activity, they must submit a written request for clarification by email at help@fasset.io.
- 8.10. All Intellectual Property and Intellectual Property Rights related to the Marketing Activity, including but not limited to copyrighted material, trademarks, trade names, logos, designs, promotional materials, web pages, source codes, drawings, illustrations, slogans, and representations, are owned or used under license by Fasset and its Affiliates. All rights are reserved. Unauthorised copying or use of any copyrighted material or Intellectual Property or Intellectual Property Rights without the express written consent of its owners is strictly prohibited. It shall be penalised to the maximum extent permitted by Applicable Laws.
- 8.11. To the maximum extent permissible by Applicable Laws, Fasset is not liable for any personal injury, loss, or damage incurred by the Winner as a result of the Reward, except where such liability arises due to Fasset's gross negligence or wilful misconduct; and
- 8.12. Rewards issued under this Marketing Activity are promotional in nature and do not represent a contractual or vested entitlement. Fasset reserves the right to withhold, reverse, or adjust any Reward in the event of error, suspected abuse, or system malfunction.
- 8.13. All applicable taxes, fees, and charges (if any) arising from the receipt or use of any Reward shall be the sole responsibility of the Participant. Fasset does not provide any tax advice and encourages Participants to seek independent tax counsel as needed.
- 8.14. Each Participant is solely responsible for determining and ensuring that their participation in this Marketing Activity, including the receipt, holding, conversion, or disposal of Rewards is lawful under all laws, regulations, and rules that apply in the Participant's jurisdiction. Fasset makes no representation or warranty regarding the legal status of the Reward in any jurisdiction, and shall not be liable for any loss, penalty, or claim arising from a Participant's non-compliance with applicable legal or regulatory requirements.

9. Data Collection

- 9.1. By entering the Marketing Activity, Participants hereby consent to the collection, use, and disclosure of their personal information by Fasset for the purposes of administering the Marketing Activity and awarding Rewards as may be required by law.
- 9.2. The personal information of the Participants will be handled in accordance with Applicable Laws on data protection and the Privacy Policy.

10. Limitation of Liability

- 10.1. By entering into this Marketing Activity, all Participants agree to be bound by these Terms and hereby release Fasset, the Marketing Activity Organisers, and any of their Affiliates from any and all liability in connection with the Rewards, or Participants' participation in the Marketing Activity, including but not limited to;

- 10.1.1. any failure to log any transactions due to transmission failures or other conditions beyond their reasonable control;
 - 10.1.2. any late, lost, misrouted, garbled, distorted, or damaged transmissions or transactions;
 - 10.1.3. any disruptions, injuries, losses, or damages caused by events beyond their reasonable control;
 - 10.1.4. any postponement, delay, or changes that may impact the Rewards caused by events beyond their reasonable control; and/or
 - 10.1.5. any printing or typographical errors in any materials associated with the Marketing Activity.
- 10.2. To the maximum extent permitted by Applicable Laws, in no event shall Fasset or its Affiliates be liable for any indirect, incidental, consequential, special, punitive, or exemplary damages, including but not limited to damages for loss of profits, revenue, goodwill, use, data, or other intangible losses, arising out of or in connection with the Marketing Activity, regardless of whether such damages were foreseeable or whether Fasset has been advised of the possibility of such damages.
- 10.3. To the maximum extent permissible by Applicable Laws, in no event shall the total aggregate liability of Fasset (or its Affiliates) for all claims arising out of or relating to the Marketing Activity exceed the amount of any entry fee paid by the Participant or, if no entry fee was paid, the value of USD 100 applicable at that time as determined by Fasset, or such other minimum amount acceptable under Applicable Laws if higher than the minimum thresholds stated in this Clause 10.3.
- 10.4. The Participants and Fasset acknowledge that the limitations of liability outlined in this Article 10 are an essential basis of the bargain and that the Marketing Activity would not be provided without such limitations. By agreeing to these Terms, the Participants expressly and unambiguously agree to be bound by the Terms of Article 10 and the limitations imposed.

11. Governing Law and Dispute Resolution

- 11.1. These Terms shall be governed by and construed in accordance with the laws of England and Wales, without considering the principles of conflicts of laws.
- 11.2. Any dispute, claim, complaint, or controversy arising out of or relating to these Terms and Conditions, including any question regarding its existence, validity, or termination (collectively, “**Dispute**”) shall be resolved in good faith prior to the initiation of arbitration.
- 11.3. If any Dispute arises, the Participant shall send a formal letter addressed to Fasset on the helpdesk at help@fasset.io as notified. If the Participant doesn't receive a response until the 10th (tenth) business day of having sent the complaint or if the Participant and Fasset fail to resolve the dispute by the 20th (twentieth) business day, the Participant shall send a formal letter with a statement of problems and proposed resolutions to the Dispute.
- 11.4. If the Dispute is not resolved within 20 (twenty) business days after the formal letter of the Dispute with the proposed resolutions, the Participant may choose to proceed with arbitration.
- 11.5. If the Dispute is not satisfactory resolved under Clauses 11.2 and 11.3 the Dispute shall be referred to and finally resolved by arbitration administered by the Singapore International Arbitration Centre (“**SIAC**”) in accordance with the SIAC Arbitration Rules (“**SIAC Rules**”) for the time being in force, which rules are deemed to be incorporated by reference in this Clause and subject to the following provisions agreed between the Parties:
- 11.5.1. The seat of the arbitration shall be Dubai.
 - 11.5.2. The Tribunal shall consist of 1 (one) arbitrator.

11.5.3. The language of the arbitration shall be English.

12. Assignment

- 12.1. These Terms and any rights or obligations arising hereunder are personal to each Participant and may not be assigned, delegated, sublicensed, or otherwise transferred by the Participant, whether by operation of law or otherwise, without the prior written consent of Fasset.
- 12.2. Fasset may assign, novate, or transfer any or all of its rights and obligations under these Terms, in whole or in part, to any Affiliate, successor entity, or purchaser of its business or assets, without notice and without the need for any further act by the Participant.
- 12.3. Subject to the foregoing, these Terms shall be binding upon and inure to the benefit of the parties and their respective permitted successors and assigns.