FLOWDESK
Company Number: 883 604
647 /VAT FR87 883604647
Registration Number: E2021-019
231 Rue Saint-Honoré, 75001 Paris, France

MASTER SERVICES AGREEMENT

General Terms and Conditions

Last Updated : 10 July 2025

PREAMBLE

Flowdesk ("**Flowdesk**") is a company incorporated in France (simplified joint stock company - *société par actions simplifiée*) under company number 883 604 647. Flowdesk is registered as a Digital Assets Service Provider ("**DASP**") with the French Autorité des Marchés Financiers, under number E2021-019. Flowdesk has authorization to provide the following services in France (each as defined in Article L. 54-10-2 of the Monetary and Financial Code):

(i) custody of Digital Assets on behalf of a third party;

(ii) the service of buying or selling Digital Assets for legal tender;

(iii) the service of exchanging Digital Assets for other Digital Assets.

Flowdesk operates the website flowdesk.co and all web pages at such address ("**Site**").
Only eligible Persons are permitted to subscribe to the services provided from time to time by Flowdesk ("**Services**"), whether through the Site or otherwise, and any Person that is not eligible that utilizes the Services will be in breach of these General Terms and Conditions and may have any Digital Asset, funds, proceeds or other property confiscated (all as defined below). The access or use of any of the Services is void where such access or use is prohibited by, would constitute a violation of, or would be subject to penalties under applicable Laws, and will not be the basis for the assertion or recognition of any interest, right, remedy or power.

These General Terms and Conditions apply to all users of the Services ("**Client**", "**it**"). By accessing or using any of the Services, Client agrees that it has read, understands, and accepts these General Terms and Conditions together with the Services Terms, the Special Terms and Conditions and Policies applicable to Client (together, the "**Agreement**").

If Client does not agree to be bound by this Master Services Agreement or with any subsequent amendments, changes or updates, Client may not access or use any of the Services, and if Client does access or use any of the Services, Client will be bound by this Master Services Agreement, as updated and amended from time to time.

Flowdesk will keep these General Terms and Conditions and Policies up to date on its website : https://www.flowdesk.co/. These General Terms and Conditions may be amended and updated by Flowdesk from time to time. The changes to the General Terms and Conditions or its Policies enter into force with immediate effect, except when Flowdesk informs the Client otherwise in a written notice sent by email.

Client's non-termination or continued access or use of any one or more of the Services after the effective date of any amendments, changes or updates to these General Terms and Conditions and/or constitutes Client's acceptance of these General Terms and Conditions, as modified by such amendments, changes or updates. If Client does not agree with any such modification, Client's sole and exclusive remedy is to terminate its use of the Services.

Flowdesk does not provide investment, tax,financial or legal advice, and Client is solely responsible for determining whether any investment, investment strategy or related transaction is appropriate for Client based on Client's personal investment objectives, financial circumstances and risk tolerance. Flowdesk does not recommend that any Digital Asset should be bought, earned, sold, or held by Client. Client represents that it has full understanding of the Digital Asset market and is aware of the inherent risks associated with the trading of Digital Assets.

These General Terms and Conditions are supplemented by Policies, which are part of the Agreement by reference.

Flowdesk and Client are each a "**Party**" and together as the "**Parties**".

STANDARD TERMS

1. Interpretation & Definitions

1.1. Unless otherwise specified in these General Terms and Conditions,

(i) words importing the singular include the plural and vice versa and words importing gender include all genders;

(ii) the words "include", "includes" or "including" will be interpreted on an inclusive basis and be deemed to be followed by the words "without limitation";

(iii) the words "hereof", "herein" and similar words shall be construed as references to this Agreement as a whole and not just to the particular article or sub-article which the reference appears;

(iv) a reference to a specific time of day shall be the local time in Paris, France (CEST);

(v) with respect to any particular action to be taken or decision to be made, the use of the words "(a person) shall" or "(a person) will" shall be construed as an undertaking of such person using its influence and power so as to cause such action or decision be performed or made.

1.2. The headings in these General Terms and Conditions are for ease of reference only and are not to be taken into account in the construction or interpretation of any provision or provisions to which they refer.

1.3. Definitions:

1.4.1. "**Affiliates**" means, in respect of either Party, a direct or indirect subsidiary of the Party, a holding company of the Party, and any other subsidiary of that holding company.

1.4.2. "**Associate**" means Flowdesk and its Affiliates, as well as Flowdesk and its Affiliates' agents, shareholders, officers, directors, partners, attorneys and employees.

1.4.3. "**AML-CFT Laws**" means anti-money laundering and counter-terrorist financing Laws, including all Laws applicable to the Parties prohibiting money laundering or any acts or attempted acts to conceal or disguise the identity or origin of; change the form of; or move, transfer, or transport, illicit proceeds, property, funds, or Digital Assets, including the promotion of any unlawful activity such as fraud, tax evasion, embezzlement, insider trading, financial crime, bribery, cyber theft or hack, narcotics trafficking, weapons proliferation, terrorism, or economic sanctions violations, which may also require internal controls to detect, prevent, report, and maintain records of suspected money laundering or terrorist financing, such as the series of EU directives adopted in relation to AML-CFT, as implemented under French Law in the Code Monétaire et Financier.

1.4.4. "**Billing Period**" means the frequency the Client is billed for the services provided by Flowdesk. The applicable Billing Period of this Agreement is defined in the Special Terms and Conditions.

1.4.5. "**Billing Start Date"** means the date on which the payment for the services provided by Flowdesk shall be done, this date coincides with the Service Launching Date.

1.4.6. “**Client**” has the meaning set forth in the Special Terms and Conditions.

1.4.7. “**Conflicts of Interests Policy**” sets out the manner in which Flowdesk identifies and addresses Conflict of Interests.

1.4.8. “**Confidential Information**” has the meaning set forth in clause 9.1.

1.4.9. “**Contract Effective Date**” shall mean the date agreed by the Parties as the date on which the Agreement takes effect between them, the Contract Effective Date is specified within the Special Terms and Conditions signed by the Parties.

1.4.10. “**Decentralised Exchange**” or “**DEX**” includes, without limitation, any third-party or proprietary smart-contract allowing the decentralized trading of Digital Assets.

1.4.11. “**Designated Digital Assets**” means the Digital Assets designated in the Special Terms and Conditions, whether for the purposes of providing the Custody Services or the Market Making Services.

1.4.12. “**Designated Digital Asset Pairs**” means the Digital Asset pairs designated in the Special Terms and Conditions.

1.4.13. “**Designated Exchange**” means any digital asset exchange designated by the Parties in the Special Terms and Conditions, whether for order execution services or for market making services.

1.4.14. “**Digital Asset**” means a digital representation of rights or values which may be recorded, stored or transferred on a blockchain (including evidence of, title to and all rights in respect of such digital assets) and which may or may not identify its owner, in accordance with article L. 54-10-1 of the French Monetary and Financial Code — for the avoidance of doubt, Digital Assets do not comprise security tokens, financial or monetary instruments.

1.4.15. “**Digital Asset Wallet**” means a software program or hardware that allows to hold, store and transfer Digital Assets or interact with one or more blockchain networks and/or generate, store and manage sets of private keys and public keys configure transactions and monitor their balance.

1.4.16. “**Disclosing Party**” has the meaning set out in clause 9.1.

1.4.17. **“Fork**” means a change in the existing source code or the creation of new or additional source code for a blockchain.

1.4.18. “**Insolvency Policy**” sets out the rules applicable to creditors of ailing companies in case of insolvency

1.4.19. “**Intellectual Property**” has the meaning set out in clause 8.

1.4.20. “**Force Majeure Event**” means any delay or failure to perform due to fire, strike, flood, power outage, acts of the government or government officials, market movements, shifts, or volatility, including flash crashes, computer, server or Internet malfunctions, security breaches or cyberattacks, criminal acts, acts or omissions of third parties, Digital Asset Forks, any other delay, default, failure or interruption, including events related to the an Exchange or third-party, which cannot reasonably be foreseen or provided against.

1.4.21. “**Laws**” means all laws, regulations, rules, treaties, and/or official obligations or requirements enacted, promulgated, issued, ratified or enforced in France, including EU laws.

1.4.22. “**Losses**” means losses, liabilities, claims, demands, fines, penalties, taxes, levies or duties arising from the performance of the Services or otherwise in connection with this Agreement, under any circumstances, whether direct, indirect, general, special, punitive or consequential damages, and whether in contract, tort (including negligence), strict liability or otherwise, including the loss or theft of Digital Assets, loss of goodwill or business profits, work stoppage, data loss, computer failure or malfunction, or any and all other commercial losses.

1.4.23. “**Malicious Software**” means any harmful, malicious or surreptitious computer program with a purpose to or having effect of (i) causing unplanned interruption or providing unauthorized use or altering, destroying, inflicting damage or inhibiting the use of a website, software or computer systems; or (ii) blocking access to, or preventing the use or accessibility of a website or computer systems. Malicious Software includes viruses, bots, worms, malware, trojans, system monitors/keyloggers, dialers, adware, and adware cookies lockup, time bomb, key lock device program, or disabling code.

1.4.24. “**Notice**” means any legal notice related to this Agreement provided by one of the Parties to the other Party by email.

1.4.25. “**Payment Terms**” means the period of time that payment is due after receipt of the accurate invoice. This period is defined in clause 5.1 of the Special Terms and Conditions.

1.4.26. “**Person**” includes an individual, association, partnership, corporation, company, other body corporate, trust, estate, and any form of organization, group, or entity (whether or not having separate legal personality).

1.4.27. “**Personal Information**” means any information relating to an identified or identifiable natural person.

1.4.28. “**Privacy Policy**” sets out the basis on which Personal Information is collected and processed by Flowdesk.

1.4.29. “**Prohibited Person**” has the meaning set forth in clause 2.2 of these General Terms and Conditions.

1.4.30. “**Receiving Party**” has the meaning set out in clause 9.1 of these General Terms and Conditions.

1.4.31. “**Renewal Date**” means the date on which this Agreement shall automatically roll over with the same conditions and for the same term as described in the Special Terms and Conditions. The Renewal Date shall depend on the Service Launching Date.

1.4.32. “**Risk Disclosure Statement**” which sets out the risks associated with the Services.

1.4.33. “**Sanctions Regulations**” means any restrictive measures enacted, adopted, administered,imposed or enforced by the United Nations Security Council and/or the European Union and/or the French Republic through the Direction Générale du Trésor (DGT) and/or the Office of Foreign Assets Control (OFAC) Consolidated List and 311 Special Measures list.

1.4.34. “**Service Launching Date**” means the date on which Flowdesk begins providing the services to the Client under this Agreement and determines the commencement of the duration of the service terms, the contract terms and the REnewal Date. It may or may not coincide with the Contract Effective Date of this Agreement, depending on different requirements.

1.4.35. “**Sub-Custodian**” means a third-party service provider appointed by Flowdesk to carry out the Custody Services as described in the clause 3.4 of these General Terms and Conditions and its website.

2. Eligibility

2.1. Any Person that is not a Prohibited Person, as defined below, including by representing or acting on behalf of a Prohibited Person, has the right to use the Services.

2.2. “**Prohibited Persons**” includes:

2.2.1. Persons residing in a prohibited jurisdiction such as Afghanistan, Belarus, Burundi, Cameroon, Central African Republic, Congo, Democratic Republic of the Cuba, Ethiopia, Eritrea, Guinea, Guinea-Bissau, Haiti, Iran, Iraq, North Korea, Lebanon, Libya, Mali, Moldova, Myanmar, Nicaragua, Niger, Palestine, Russia, Somalia, South Sudan, Sudan, Syria, Tunisia, Venezuela, Yemen, Zimbabwe and all jurisdictions subject to economic sanctions, including, financial sanctions, trade embargoes, export or import controls, anti-boycott, and restrictive trade measures enacted, administered, enforced, or penalized by any applicable Laws or Sanctions Regulations;

2.2.2. Listed persons subject to assets freeze list, such as those on the United Nations Lists OFAC list, ACPR list, EU list and any other foreign terrorist organization or other sanctioned or restricted, under any Sanctions Regulations, AML-CFT Laws of the United Nations, the EU or France, as well as anyone associated with such Person(s);

2.2.3. Persons who do not satisfy the requirements of Flowdesk’s onboarding process, including client identification requirements. Flowdesk reserves the right to refuse to onboard any Person for any or no reason, at its sole discretion;

2.2.4. Persons in breach of these General Terms and Conditions, including Persons using any Services:

2.2.4.1. in order to disguise the origin or nature of illicit proceeds of, or to further, any breach of applicable Laws, or to transact or deal in, any contraband Digital Assets;

2.2.4.2. in violation of applicable Laws, including AML-CFT Laws, anti-corruption Laws, Sanctions Regulation or any Laws exposing Flowdesk to liability under this Agreement;

2.2.4.3. to evade taxes under the applicable Laws;

2.2.4.4. with Digital Assets that have not been legally obtained or owned;

2.2.4.5. to engage in conduct that is detrimental to Flowdesk;

2.2.4.6. to engage in wash trading, spoofing, fictitious trading or price manipulation; or to enter orders or quotes with the intent to disrupt, or with reckless disregard for the adverse impact on, the orderly conduct of trading or the fair execution of transactions;

2.2.4.7. to falsify any information provided to Flowdesk or any of its Associates, impersonate another Person or misrepresent affiliation with a Person, to falsify or materially omit any information or provide misleading or inaccurate information requested by Flowdesk or any of its Associates, at any time;

2.2.4.8. to cause injury to, or attempt to harm, Flowdesk, any of its Associates; or

2.2.4.9. for the financial or other benefit of a Prohibited Person.

3. Right to Use the Services

3.1. The right to use the Services is a personal, restricted, non-exclusive, non-transferable, non-sublicensable, revocable, limited license, and it is subject to the limitations and obligations in these General Terms and Conditions.

3.2. Nothing in these General Terms and Conditions gives Client any license (other than as set out in this section), right, title, or ownership of, in, or to any of the Services, or Flowdesk's copyrights or marks. Flowdesk may suspend or terminate the provision of Services to Client or freeze any of Client's Digital Asset Wallet under Flowdesk's control, at its sole discretion, as required by applicable Laws, where Flowdesk determines that Client has violated, breached, or acted inconsistent with any of these General Terms and Conditions or exposed Flowdesk or its Affiliates to the possibility of sanctions, restrictions or Losses pursuant to applicable Laws, or in connection with an investigation regarding any of the foregoing.

3.3. This Agreement must be formed and performed by the Parties in good faith.

3.4. **Custody Services**

3.4.1. Custody Services:

From time to time, Flowdesk may, in its sole discretion, offer Digital Asset custody services to Client. If Flowdesk offers Digital Asset custody services and Client accepts such services, Client acknowledges and agrees that it shall be subject to the requirements, policies, and procedures set-forth by Flowdesk.

3.4.2. Sub-Custodian:

Flowdesk may, in its sole discretion, appoint a Sub-Custodian to store Client's Digital Assets. Flowdesk will keep records of Client's Digital Assets with a Sub-Custodian. Client acknowledges and agrees that if Flowdesk is utilizing a Sub-Custodian to store its Digital Assets, Client agrees to the use of any Sub-Custodian at Flowdesk's sole discretion, and acknowledges that Flowdesk has entered into a separate agreement with a Sub-Custodian which Flowdesk must comply with. Client further acknowledges and agrees that Flowdesk shall not be liable for any error or Losses incurred by the Client due to the Sub-Custodian's action, omissions, failures, or insolvency.

3.4.3. Designated Digital Assets

Flowdesk supports a limited number of Designated Digital Assets, as set out in the Special Terms and Conditions. Client will deliver or procure the delivery of Digital Assets to Flowdesk at Client's own expense and risk in such manner as Flowdesk may require.

3.4.4. Ownership of Digital Assets:

Except as otherwise provided in this Agreement, title to Digital Assets held in custody by Flowdesk will remain with Client and will not transfer to Flowdesk. As the legal owner of the Digital Assets, Client bears all the risk of Loss of such Digital Assets, including due to market price fluctuations of the Digital Assets. Flowdesk retains control over private keys associated with the Digital Assets reflected in Client's hosted Digital Asset Wallet(s). Flowdesk will take reasonable steps to ensure the protection of Client's Digital Assets once it has acknowledged their acceptance into its custody until such time as transferred out of its custody in accordance with the instructions communicated by Client.

3.4.5. Insolvency:

Client is entitled to recover Digital Assets held in custody in the event of Flowdesk's insolvency, in accordance with the Insolvency Policy.

3.4.6. No Interests:

Client agrees and understands that it is not entitled to the payment of interest earned by Flowdesk for any Digital Assets custodied with Flowdesk.

3.4.7. Withdrawal or Transfer Instructions:

Flowdesk shall have sole discretion in determining the requirements for Client's withdrawal or transfer instructions. If all requirements are satisfied by the Client, Flowdesk is entitled to rely upon the withdrawal or transfer instructions in all respects, and shall not be held liable for following such instructions. Client may provide withdrawal or transfer instructions in writing to Flowdesk to withdraw its Digital Assets held in custody with Flowdesk, provided that Client has paid all accrued Fees to Flowdesk. Withdrawals and transfers may only be made to a Digital Asset Wallet owned by Client. In the course of processing withdrawal or transfer instructions, Flowdesk may require further information from Client and may be required to share Personal Information relating to Client with other contractual parties. Client grants Flowdesk permission to share its Personal information with third parties, which include but not limited to financial institutions, and digital asset service providers (including digital asset exchanges), as required under applicable Laws, or upon receipt of a lawful request by any public authority. Client further irrevocably grants permission and authority to Flowdesk to collect, keep record of, share and otherwise process such Personal Information as necessary to perform this Agreement or abide by the applicable Laws.

3.4.8. Return of Client Digital Assets and Treatment of Digital Assets upon Termination.

3.4.8.1. In the event that this Agreement is terminated for any reason as described herein, the Client agrees to provide written instructions via electronic communication specifying the method and destination for the return of any Client Digital Assets held in custody by Flowdesk. The Client must communicate a valid vault address to Flowdesk's Operations Team as soon as practicable. Upon receipt of the Client's instructions and vault address, the Flowdesk shall return the Digital Assets to the specified address within a reasonable period of time, in accordance with Applicable Laws.

3.4.8.2. Following the termination of this Agreement, Flowdesk will contact the Client for a period of thirty (30) days using various electronic communication channels (including but not limited to email and/or Telegram), to obtain instructions regarding the return of Client Digital Assets held in custody. If the Client fails to respond within the 30-day period, the Client acknowledges and agrees that Flowdesk may, at its sole discretion and after issuing a final written notification to the Client, transfer the Client's Digital Assets to a segregated vault ("Sealed Vault") under Flowdesk's control. These Digital Assets will remain in the Sealed Vault until proper return instructions are received within the time frame agreed in subsection 3.4.8.3.

3.4.8.3. In accordance with French civil code rules, any court actions related to movable property and ownership rights are subject to a five (5) year limitation period starting from the date on which the holder of a right knew or should have known the facts enabling them to exercise their rights (art. 2224). Accordingly, Client hereby acknowledges and agrees that if no instructions received within five (5) years regarding the return of Digital Assets in the Sealed Vault, such Digital Assets shall be deemed unclaimed and shall be transferred to a vault controlled and owned by Flowdesk.

3.4.9. Limitation of Liability for Custody Services

There is no guarantee against Losses when using the Digital Asset custody services offered by Flowdesk. Client acknowledges and agrees that the Limitation of Liability in clause 6 of the General Terms and Conditions shall also be applicable to custody services. As agreed in clause 3.4.2., Flowdesk shall not be liable for any error or Losses incurred by the Client due to the sub-custodian's action, omissions, failures, or insolvency. In no event will Flowdesk be liable for Losses incurred by the Client for any amount in excess of total amount of Digital Assets that were lost while being provided Flowdesk's custody services and the Losses were solely due to Flowdesk's fraud and willful misconduct.

4. Representations & Warranties

4.1. Client represents, warrants and covenants on the date of its acceptance or deemed acceptance of this Agreement and each day on which Client utilizes or access the Services, in each case with reference to the facts and circumstances existing at such date, that:

> 4.1.1. if Client is an individual user, Client is 18 years of age or older and that client has the capacity to contract under applicable Laws;
>
> 4.1.2. if Client is a legal entity, that such legal entity is duly organized and validly existing under the applicable laws of the jurisdiction of its organization; and that all Persons using the Services on behalf of the legal entity are duly authorized by such legal entity to act on its behalf.

4.2. Client fully understands the risks associated with using the Services, including those detailed in the Risk Disclosure Statement and that Client has had the opportunity to seek legal, accounting, taxation and other professional advice regarding this Agreement.

4.3. Client knows the prevailing industry practice and has concluded that the Specific Terms and Conditions and the rights, duties and obligations imposed hereunder, are commercially reasonable as a general matter and specifically in light of such industry practice.

4.4. Client has not received from Flowdesk any assurance or guarantee as to the expected results of this Agreement.

4.5. Client is capable of evaluating and understanding (on its own behalf or through independent professional advice), and understands and accepts, the terms, conditions and risks in relation to this Agreement.

4.6. Client is not prohibited or restricted from using the Services, or otherwise prohibited by applicable Laws from using, or acting for the benefit of another Person that is prohibited or restricted from using, the Services.

4.7. No claim, dispute, arbitration, criminal or civil proceedings brought against Client is likely to impact the proper performance of this Agreement or its validity.

4.8. Client will not use the Services in order to conceal or disguise the origin or nature of proceeds of crime or terrorist financing, or to further any breach of applicable AML-CFT Laws, or to deal in any unlawful Digital Assets, funds, or proceeds.

4.9. Client will not use any Services with anything other than funds, or Digital Assets that have been legally obtained by Client, in which Client has good and marketable title or other relevant and sufficient rights thereto and that are not subject to any liens, claims, and encumbrances that are inconsistent with use of Services.

4.10. Client is currently in compliance with, and must, at Client's own cost and expense, comply with all Laws that relate to or affect the Services conducted under this Agreement, including AML-CFT Laws.

4.11. Client agrees to cooperate and promptly reply to any inquiries related to suspicious transactions and/or related to any AML/CFT matters.

4.12. Client will not falsify or materially omit any information or provide misleading or inaccurate information requested by Flowdesk in the course of, directly or indirectly relating to, or arising from the use of any Services, including at registration or during administration or other due diligence processes, and that if any information provided to Flowdesk becomes incorrect or outdated, including information relating to beneficial ownership, Client will promptly provide corrected information to Flowdesk.

4.13. Client and its Associates will refrain from engaging in any behavior likely to create an actual conflict of interest; in the case of Market Making, it includes engaging in trading Digital Asset Pairs covered by this Agreement.

4.14. All information that Client has provided to Flowdesk is accurate, not misleading, up-to-date and Client has not withheld any material information from Flowdesk.

4.15. Client represents and warrants that all funds used in transactions with Flowdesk originate from legitimate sources and are under the Client's control. The Client acknowledges that Flowdesk reserves the right to request additional documentation for verification purposes if deemed necessary during the whole duration of the business relationship with the client.

4.16. Client represents and warrants that all Digital Assets Wallet addresses utilized in operations with Flowdesk, including those provided during onboarding and subsequently for different operations, are controlled exclusively by the Client and its authorized representatives. Client additionally agrees to promptly report and seek approval from Flowdesk for any additional wallets or changes to existing wallets prior to their use in transactions.

4.17. Client understands and agrees that the use of third-party wallets addresses for operations with Flowdesk is strictly prohibited.

4.18. Client acknowledges that providing false information or violating any terms of this declaration may result in immediate suspension or termination of the Client's account, and may lead to further measures as deemed necessary by Flowdesk.

4.19. Client will employ reasonable anti-virus, anti-malware and other software and techniques to protect its Digital Assets from being the victim of a hack or of other malicious actions and the access to the Services out of the reach of other Persons. Client will not introduce or transmit any Malicious Software into Flowdesk's computer systems or exploit any vulnerability in any smart-contracts developed by Flowdesk and instantiated on a blockchain.

4.20. Client acknowledges and agrees that any trading or other instructions received or undertaken through Client's authorized credentials (including Client's e-mail address, *Telegram* handle and *Whatsapp* number) on file with Flowdesk are deemed to be valid, binding, and conclusive regardless of whether there is any error resulting from an instruction made by Client or on Client's behalf, any error resulting, directly or indirectly, from fraud or the duplication of any instruction made by Client or on Client's behalf or the malfunction of any device or compromise of credentials used by Client to deliver instructions, and that Flowdesk may act upon those instructions without any liability or responsibility attaching to it.

4.21. Client acknowledges that Digital Assets are not subject to the protections or insurance provided by any insurance provider. In addition, although any Person may maintain insurance for its own benefit in connection with its business, this insurance, if maintained, is solely for the benefit of such Person and does not guarantee or insure the other Person in any way.

4.22. Client will promptly inform Flowdesk if Client knows or has reasons to know that any of the foregoing representations and warranties no longer is correct or becomes incorrect.

5. Fees and Payment

5.1. Payment and Invoice: The fees are calculated according to the Client's profile and to the duration of the Agreement and set out in the Special Terms and Conditions. The Client's obligation is to pay the fees as agreed in the Special Terms and Conditions. Flowdesk will provide Client with an invoice containing a breakdown of costs with applicable conversion rates and costs, where relevant. In the event of any unpaid invoice, Flowdesk will issue a legal notice to pay and reserves the right to terminate the services and the Agreement as described in the Special Terms and Conditions.

5.2. Costs and Taxes: Each Party will be responsible for its own costs and taxes incurred in connection with the implementation and performance of its duties and obligation under this Agreement. The costs and taxes linked to Designated Exchange fees or Blockchain transactions shall remain in responsibility of the Client.

5.3. Debit Notice: In the event that the due invoice remains unpaid for a period specified in the Special Terms and Conditions, Flowdesk reserves the right to seize Client's funds in custody up to the due amount after a notice sent to the Client.

5.4. Late payment or non-payment: Whenever an invoice remains unpaid or is paid late, after 7 days from its due date, an interest rate equal to three times the legal interest rate set by the European Central Bank, which currently stands at 15.21% as of this Agreement's conclusion date, will be applied to the outstanding amounts. Additionally, in accordance with French law, a fixed indemnity of €40 for collection costs will be imposed in cases of delayed or non-payment. The Client will be solely responsible for any administrative or associated expenses resulting from late or non-payment.

5.5. Withdrawal: Client may withdraw Digital Assets held in custody, provided that Client has paid all due fees to Flowdesk. Withdrawals may only be made to a Digital Asset Wallet or bank account owned by Client. In the course of processing and sending any withdrawals in Digital Assets or in legal tender, Flowdesk may request further information from Client and may be required to share Personal Information relating to Client with other contractual parties, including financial institutions, digital asset service providers (including digital asset exchanges), or as required under applicable Laws or upon a lawful request by any public authority. Client hereby irrevocably grants permission and authority to Flowdesk to collect, keep record of, share and otherwise process such Personal Information as necessary to perform this Agreement or abide by the applicable Laws.

6. Limitation of Liability

6.1. There is no guarantee against Losses when using the Services. In addition to the fullest extent permitted by applicable Law, Client irrevocably agrees and acknowledges that Flowdesk and its Associates do not assume any liability or responsibility for and will not have any liability or responsibility for any Losses directly or indirectly arising out of or related to and Client hereby agrees to release the Associates from liability for any and all such Losses resulting from:

6.1.1. Client's breach of this Agreement;

6.1.2. any failure by Client or Client's Affiliate to comply with applicable Laws;

6.1.3. the value of any Digital Asset purchases, sold or otherwise traded by Flowdesk;

6.1.4. any failure, insolvency, delay, malfunction, interruption, or decision related to or coming from the Designated Exchange(s);

6.1.5. any stolen, lost, or unauthorized use of your information, theft, hacking, any breach of security or data breach related to your Digital Asset Wallet information, or any criminal or other third-party act affecting Flowdesk or any Associate;

6.1.6. compliance with applicable Laws; and

6.1.6. a Force Majeure Event.

6.2. Client assumes full responsibility for the funds held in the provided Digital Asset Wallet addresses and acknowledges sole liability for any legal, financial, or regulatory consequences arising from their use.

6.3. If Flowdesk is found to have committed gross negligence, willful misconduct, or fraud, in no event shall Flowdesk or its Associates be liable for Losses incurred by the Client for any amount in excess of the any amount in excess of the actual loss of digital assets, valued at the time of loss.

7. Indemnifications

7.1. The Client agrees hereby to indemnify and hold the Flowdesk and its Associates harmless from and against all Losses asserted in or incurred as a result of claims, demands, suits, or proceedings (“Claims”) by a third party, or arising from the use of unauthorized wallets and the violation of this Master Services Agreement. Client further agrees to indemnify Flowdesk for all direct and indirect costs, fees, expenses of any type or nature, including without limitation, all reasonable legal services that arise due regulatory inquiry, legal action, litigation, dispute, or investigation.

7.2. Flowdesk agrees to provide Client with a prompt notice of any Claims sought by a third party. Client will cooperate in all reasonable aspects with Flowdesk in connection with such Claims and shall be entitled to control the handling of any such Claim and to defend or settle any such Claim in its sole discretion, except that any settlement for other than money damages will be subject to approval of Flowdesk. The Client shall not settle any Claim without prior written consent of Flowdesk where such settlement would impose direct or indirect costs, fees, expenses, judgment, liability, penalty, or limitation on Flowdesk.

7.3. Flowdesk is not liable and will not indemnify the Client for acts of any third party or raised from any circumstances that are not under its control.

7.4. To the maximum extent permitted by applicable Law, the foregoing limitations of liability, releases and indemnities will apply whether the alleged liability or Losses are based on contract, negligence, tort, unjust enrichment, strict liability, violation of law or regulation, or any other basis, even if the Associates have been advised of or should have known of the possibility of such Losses and damages, and without regard to the success or effectiveness of any other remedies.

7.5. Notwithstanding with the foregoing, Flowdesk is only liable for and indemnify for any direct Losses, breach, non-fulfilment of any representations or warranties caused by gross negligence, fraud or willful misconduct caused by Flowdesk.

8. No Representations and Warranties by Flowdesk

8.1. Flowdesk makes no representations and warranties, covenants or guarantees, express or implied, to Client of any kind, to the fullest extent permitted by applicable Laws. Flowdesk disclaims all representations, warranties, covenants or guarantees, express, implied or statutory, with respect to the Services, including in relation to the accuracy, completeness or timeliness of any information any Associate makes available to Client and Flowdesk does not undertake to update Client in respect of any such information. For example, Client acknowledges and agrees that market conditions and prices may change immediately after any Associate provides market information to Client.

8.2. The Services are offered strictly on an as-is, where-is basis and, without limiting the generality of the foregoing, are offered without any representation as to merchantability or fitness for any particular purpose.

8.3. Client further acknowledges and agrees that Flowdesk may also provide access to features or services that are identified as "test" versions which are still in development, may have bugs or errors, may be incomplete, may materially change prior to a full commercial launch, or may never be released commercially.

9. Intellectual Property

9.1. The trademarks, logos, and service marks, whether registered or not in specific countries, and all materials on the Site or provided as part of providing the Services, including advertising materials, prices or charts, business methods, databases or settlement specifications relevant to this Agreement or otherwise used or arising in connection with this Agreement and other intellectual property or proprietary rights laws in various jurisdictions (together, "**Intellectual Property**") are owned by Flowdesk or used by Flowdesk under license. All rights not expressly granted to Client in this Agreement are reserved by Flowdesk or its licensor(s).

9.2. Client agrees not to license, sub-license, rent, sell, distribute, resell, transfer, assign, copy, reproduce, display, or otherwise commercially exploit, decompile, reverse engineer, disassemble or modify the Intellectual Property or other content without express, prior, written permission from Flowdesk or the third-party owner of the Intellectual Property, including as a domain name, as social media profile/handle, on a website, in an advertisement or other marketing, as or in connection with a phone number, as or in connection with an email address, in Internet search results, in meta data or code, or in any other manner. Client further agrees not to make derivative works based upon all or any part of Site or Services, "mirror" all or any part of the Site or Services on any other server or wireless or Internet-based device, or access all or any part of the Services in order to build a competitive product or service, build a product or service using similar ideas, features, functions, or graphics of all or any part of the Services, or copy any ideas, features, functions, or graphics of all or any part of the Services.

9.3. Furthermore, Client will not register, record, or otherwise control any domains, social media handles/profiles, or other trademarks, logos or service marks or any other intellectual property rights featuring intellectual property owned by Flowdesk, any of its Associates or its or their licensor(s) directly or through a third party ("**Prohibited Intellectual Property**"). If Client or its Affiliates owns or becomes the owner of Prohibited Intellectual Property, Client agrees to transfer and assign such Prohibited Intellectual Property automatically to Flowdesk and to execute all instruments and documents evidencing, recording or perfecting such a transfer and assignment of rights. In the event that Client is unable to execute such instruments or documents within thirty days following Flowdesk's request, Client agrees to irrevocably designate and appoint Flowdesk and its Associates to act on Client's behalf to execute and file any documents necessary for the foregoing purposes with the same legal force and effect as if executed by Client.

9.4. Client may link to the Site's homepage or other pages, provided Client does so in a way that is fair and legal and does not damage Flowdesk's reputation or take advantage of it, but Client must not establish a link in such a way as to suggest any form of association, approval, or endorsement on Flowdesk's part without prior, express, written consent.

10. Confidentiality

10.1. "**Confidential Information**" means any information in relation to this Agreement, of any nature whatsoever, disclosed by one of the Party ("**Disclosing Party**") to the other Party ("**Receiving Party**"), including all documents, in whole or in part, prepared by the Disclosing Party or its Associates or any of its Affiliates and disclosed to the Receiving Party, all documents and information involving the analysis of Confidential Information, prepared on the basis of Confidential Information, or relating to research and development, technical and commercial know-how, technical and commercial data, data and database, studies, photographs, designs, models, prototype, computer programs and computer applications, software programs (source code or object code), materials or recordings, and all information relating to current and future products and services, to sales, prices, and sales methods, marketing plans, clients and counterparties, employees, technology, Intellectual Property rights, trade-secrets and other scientific, technical, commercial information, which: (i) are identified as confidential; (ii) are disclosed orally or visually but identified as Confidential Information when disclosed; or (iii) should be reasonably considered as being confidential when disclosed by Disclosing Party to the Receiving Party.

10.2. Notwithstanding the foregoing clause 9.1, Confidential Information does not include information that: (i) was or has become, publicly available and known by the public, other than through unauthorized disclosure by the Receiving Party or its Associates and without a breach of this Agreement; (ii) was already and lawfully known by the Receiving

Party at the time of disclosure (such as information relating to Receiving Party's own trades on Designated Exchanges); (iii) was lawfully received from a third party, without a breach of this Agreement or of the Disclosing Party's rights; (iv) was independently developed by the Receiving Party without use or reference to any of the Confidential Information; (v) is disclosed on the basis of a court decision or another governmental or regulatory body, provided that the Receiving Party will, to the extent permitted by applicable Laws, provide the Disclosing Party with an immediate notice of such court decision to enable the Disclosing Party to seek a protective order or otherwise prevent or restrict such disclosure.

10.3. The Receiving Party undertakes not to claim Intellectual Property rights over the Confidential Information communicated by the Disclosing Party.

10.4. The Receiving Party agrees to keep available to the Disclosing Party at any time the list of all persons to whom any Confidential Information has been disclosed. The Receiving Party undertakes to take all reasonable steps to ensure the security and confidentiality of the Confidential Information of the Disclosing Party in order to prevent such Confidential Information from falling into the public domain or being disclosed to persons unauthorized under this Agreement. This includes without limitation that the Receiving Party grants to the protection of this information at least the same level of care and attention it would for the protection of its own Confidential Information.

10.5. The Receiving Party undertakes to notify in writing the Disclosing Party of any unauthorized disclosure, use or appropriation of its Confidential Information of which it becomes aware, such unauthorized disclosure, use or appropriation being proven or merely suspected.

10.6. The Receiving Party undertakes to return or destroy all copies of Confidential Information in its possession or in possession of its Associates within ten (10) days upon receipt of an express request in writing from the Disclosing Party and to confirm such destruction immediately and in writing to the Disclosing Party.

10.7. The Parties agree that clause 10 of this General Terms and Conditions is effective and in force from the commencement of their commercial negotiations, throughout the negotiation period, and for the entire duration of the current Agreement. Clause 10 will remain in effect until two (2) years after the termination date of this Agreement.

10.8. In the event that the Parties have entered into an Non-Disclosure Agreement ("NDA"), this clause 10 shall complete the signed NDA and be applicable between the Parties.

11. Termination

11.1. Flowdesk may terminate this Agreement immediately upon written Notice in the event that:

11.1.1. Client fails to provide Flowdesk with requested documents, information or details which are necessary to provide the Services or provides documents, information or details that are suspected to be or are incorrect or misleading;

11.1.2. Client is in breach of this Agreement and such breach remains uncured for a period of seven (7) days after Flowdesk's written Notice ;

11.1.3. Client becomes insolvent, admits in writing to its inability to pay debts as they fall due, makes an assignment for the benefit of creditors, or becomes subject to direct control of a trustee, receiver or similar authority;

11.1.4. a Force Majeure Event continues for more than seven (7) days; or

11.1.5. law enforcement, a regulatory agency or a public authority requires or instructs Flowdesk to do so.

11.2. Client may terminate this Agreement immediately upon written Notice in the event that:

11.2.1. Flowdesk becomes insolvent, admits in writing to its inability to pay debts as they fall due, makes an assignment for the benefit of creditors, or becomes subject to direct control of a trustee, receiver or similar authority;

11.2.2. a Force Majeure Event continues for more than seven (7) days.

12. Dispute Resolution & Governing law

12.1. This Agreement (and any dispute or claim relating to it or its subject matter, its enforceability or its termination, including non-contractual claims) will be governed by, enforced and construed in accordance with French laws.

12.2. Any dispute arising out of or in connection with this contract, including any question regarding its existence, validity or termination, will be referred to and resolved by the Commercial Court of Paris (Tribunal de commerce de Paris). The Parties agree to first attempt informal resolution of any dispute arising in connection with this Agreement prior to any demand for adjudication of any kind and to notify each other in writing of any such dispute within thirty (30) days of when it arises. Notwithstanding the foregoing, Flowdesk may elect to issue proceedings against Client in any jurisdiction in which Client resides or is located when seeking to recover any amounts due under this Agreement.

12.3. Client agrees that it may bring claims against Flowdesk only on an individual basis and not as a plaintiff or class member in any purported class or representative action or proceeding.

13. Entire Agreement

13.1. This Agreement and all documents (to which any of the Parties are party) entered into on the date of this Agreement in connection with it or referred to in it constitute the entire agreement between the Parties about the subject matter of this Agreement; and (in relation to such subject matter) supersede and extinguish all earlier understandings and agreements between any of the Parties and all earlier representations by any Party.

13.2. The Parties of this Agreement may amend or otherwise modify this Agreement in writing by an amendment signed by both Parties.

13.3. It is agreed between the Parties that this Agreement is non-exclusive and nothing in this Agreement shall be construed as creating any exclusive arrangement between Flowdesk or the Client. Either Party will be free, during and after the term, to engage or contract with third parties for the provision of similar service as set out in this Agreement. Flowdesk as a service provider retains the right to perform the same or similar type of services for other clients during the terms of this Agreement

13.4. At any time after the date of this Agreement, one or more additional persons may become party to this Agreement by executing a written joinder agreement (“Joinder Agreement”). Upon execution of such Joinder Agreement and without any further action, each additional person(s) will become a party to this Agreement and have all of the rights and obligations of a party of this Agreement hereunder and this Agreement herein shall be deemed amended by such Joinder Agreement.

13.5. This Agreement is accepted electronically and is executed on the date of the last signature by each of the Parties using an Advanced Electronic Signature (AES) process implemented by a third party service provider, DocuSign, which guarantees the security and integrity of digital copies in accordance with article 1367 of the French Civil Code (*Code civil*) and the implementing decree n°2017-1416 of 28 September 2017 relating to electronic signatures, transposing Regulation (EU) n°910/2014 of the European Parliament and of the Council of 23 July 2014 on electronic identification and trusted services for electronic transactions within the internal market.

13.5.1. The Parties expressly agree that this Agreement, signed electronically via DocuSign, (i) constitutes the original, (ii) constitutes a literal proof (*preuve littérale*) within the meaning of article 1354 of the French Civil Code (Code civil) (i.e. it has the same probative value as a handwritten document signed on paper and may be validly invoked against the Parties), (iii) its electronic signature must be considered as an original signature, and (iv) may be produced in court, as literal proof (*preuve littérale*), in the event of disputes, including disputes between the Parties. Consequently, the Parties acknowledge that this Agreement signed electronically is evidence of its content, of the identity of each signatory and of his/her/its consent.

13.5.2. In accordance with paragraph 4 of article 1375 of the French Civil Code (*Code civil*), this Agreement is drawn up in a single original digital copy, a copy of which shall be delivered to each of the Parties directly by DocuSign, which is in charge of implementing the advanced electronic signature solution under the conditions required by article 1367 of the French Civil Code (Code civil) and the implementing decree n°2017-1416 of 28 September 2017 relating to electronic signatures.

13.6. The Parties accept that the recordings made by the information systems of each of the Parties are admissible before the courts and are proof of the data and elements that they materialize. In any case, in the event of a contradiction between the recordings and/or timestamps of the Flowdesk information system and those of the Client, those of Flowdesk shall prevail. By express agreement hereby, the acceptance of this Agreement by electronic means between the Parties has the same probative value as the agreement on paper.

14. Communication between the Parties

14.1. Parties accept that electronic means of communication are used to correspond or transmit information. Such use will not in itself constitute a breach of any obligation of confidentiality. Client agrees and consents to receive electronically all communications, agreements, documents, receipts, notices and disclosures that Flowdesk may provide in connection with this Agreement through Client's authorized e-mail address on file with Flowdesk. Such notices will be deemed effective and received by the Client on the date on which the email is sent to such authorized e-mail address.

14.2. Flowdesk may accept and act upon instructions it reasonably believes in good faith to be from Client without the need to make any further enquiry, whether or not those instructions are actually from Client. Flowdesk may also record voice conversations with or without use of a warning tone to use such recordings as evidence of Client's instructions as well as for its ongoing quality control and training program.

15. Reliance

Each Party may rely upon market reports and market data supplied by reputable providers as to their accurateness and completeness, including as a basis for the performance of their obligations pursuant to this Agreement.

16. Right of Rectification

Any typographical, clerical or other error or omission in any documentation produced by Flowdesk under or in connection with this Agreement may be corrected without any liability on Flowdesk's part.

17. Severability

If any provision (or part of any provision) of this Agreement, as amended from time to time, is found to be invalid, illegal or unenforceable, in whole or in part, that provision or part provision will, to the extent required, be deemed not to form part of this Agreement, and the validity and enforceability of the other provisions of this Agreement will not be affected.

18. No Waiver

No failure or delay by Flowdesk to exercise any right, power or remedy provided under this Agreement or by law will constitute a waiver of that or any other right, power or remedy, nor will it preclude or restrict the further exercise of that or any other right, power or remedy. No single or partial exercise of such right or remedy will preclude or restrict the further exercise of that or any other right or remedy.

19. No Agency

Each of the Parties acknowledges and agrees that nothing in this Agreement will be deemed to create a partnership or agency relationship between Client and Flowdesk, or be deemed to authorize either Party to incur any liabilities or obligations on behalf of or in the name of the other.

20. No Assignment

20.1. Neither this Agreement, nor any of the rights or obligations contained in it, may be assigned, delegated or transferred by Client without the express prior written consent of Flowdesk.

20.2. Flowdesk may assign this Agreement with the rights and obligations contained in it, without the prior written consent of the Client, to any of its affiliates or subsidiaries, or to a new Flowdesk entity pursuant to a transfer of all business assets, whether merger, sale of assets, sale of stock.

21. Survival

Clauses 1 (Definitions & Interpretation), 4 (Representations & Warranties), 6 (Limitation of Liability), 7 (No Representations and Warranties by Flowdesk), 9 (Intellectual Property), 10 (Confidentiality), 12 (Dispute Resolution & Governing Law), and 21 (Survival) will survive the termination of this Agreement.